



May 5, 2014

Superintendent and Board President
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

MJUSD SUPT OFFICE
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Dear Superintendent and Board President,

Thank you for your continued membership in CSBA. Enclosed is your 2014-15 dues invoice.

Members like you are important to CSBA and to the future of public education. As dedicated school governance leaders, you are committed to ensuring student achievement and success. CSBA proudly shares that commitment and is dedicated to providing the services and support you need to provide a high-quality education for your students.

CSBA is 966 members strong, meaning more than 95 percent of California's school districts and county offices of education count on our wide range of advocacy, leadership development, policy, financial, information and other support services. A snapshot of what CSBA accomplished for its members in 2013-14 is also enclosed.

In just the last three years, Marysville Joint USD has benefited directly from its CSBA membership by participating in the following programs or services:

Policy Services: GAMUT Online, Manual Maintenance Plus

Leadership Development: Annual Education Conference and Trade Show, Board Member Action Day, Governance Consulting Services Workshop

District and Financial Services: Government Purchasing Alliance, MandatePrep, Practi-Cal LEA, TDS Common Remitter

CSBA is your organization! Contact us with your member needs at (800) 266-3382 or csba@csba.org. For reference, you are in CSBA Region 4. The CSBA Director providing leadership and support in your region is Paige K. Stauss of the Roseville Joint Union HSD.

Your continued membership in CSBA affirms a commitment to joining with other districts and COEs in enabling the association to provide the best services and support for you, your students and your schools. Again, thank you for your dedication and continuing service to your community.

Sincerely,

Josephine "Jo" Lucey
CSBA President

Enclosures

California School Boards Association | 3251 Beacon Blvd., West Sacramento, CA 95691 | 800.266.3382 | www.csba.org

Membership Billing



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Please refer to your billing number in all communications regarding this billing.

Billing Date

5/5/2014

Billing No.

101035-15

Sold Marysville Joint USD
To: 1919 B St
Marysville, CA 95901-3731

ITEM NO.	DESCRIPTION	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	CSBA Membership Dues 2014-15 *	\$10,775.00	\$0.00	\$10,775.00
	Education Legal Alliance Membership Dues 2014-15	\$2,694.00	\$0.00	\$2,694.00
* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent.				
* \$2 of your CSBA annual membership dues is used to pay for a subscription to California Schools magazine for each board member and superintendent.				
		BILLED AMT	PAYMENT RCVD	TOTAL DUE
		\$12,469.00	\$ 0.00	\$12,469.00

\$10,775

PAYMENT RCVD	TOTAL DUE
\$ 0.00	\$12,469.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Billing No.

101035-15

Billing Date

5/5/2014

Make checks payable to:

California School Boards Association
c/o Westamerica Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Sold to:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

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Together we make a difference!



In 2013-14, your membership dues enabled CSBA to:

- » ensure the governance perspective was included in the biggest overhaul of school funding since the 1970s and the creation of the Local Control Funding Formula (LCFF), which includes increased governing board authority;
 - » successfully push for the LCFF to contain a higher base grant and substantial ongoing state investment in LCFF funding;
 - » conduct more than 30 complimentary LCFF workshops around the state to educate governance teams on LCFF and how it works, along with the roles and responsibilities boards now have;
 - » develop and regularly enhance an online LCFF Toolkit, providing comprehensive guidance, samples, resources and materials, including Local Control Accountability Plan (LCAP) templates, suggestions for public engagement, video tutorials, etc.;
 - » develop and/or revise sample board policies related to LCFF implementation and LCAP development;
 - » lead the effort in 2013 to veto flawed legislation regarding the teacher dismissal process; and in 2014, sponsor legislation to make the process more efficient and less expensive, while maintaining fairness and due process for teachers;
 - » propose and advocate for a \$1.25 billion in Common Core implementation funding (\$200 per pupil apportionments began in August 2013);
 - » advocate for legislation to better address the suspension/expulsion issue and create reasonable alternative disciplinary strategies to keep more students in school;
 - » represent local governing board interests at State Board of Education and Commission on Teacher Credentialing meetings;
 - » develop and/or revise more than 85 sample board policies, regulations, bylaws and exhibits;
 - » train and educate thousands of school governance leaders;
 - » save members substantial time and money through district services and financial services programs;
 - » develop policy briefs, fact sheets and guidance on a range of critical education topics, including Common Core, English learners, governance, linked learning, blended learning, homelessness, physical education, foster youth, at-risk students, bullying, teacher burnout and more;
 - » initiate and participate in litigation of statewide significance to all schools and students;
 - » issue legal guidance on important topics such as AB 1266, which addressed transgender students' use of facilities and participation in athletic programs;
 - » provide six complimentary educational webinars and webcasts on timely issues;
 - » engage school governance leaders through a variety of social media;
 - » engage more than 1,300 board members and administrators on the AEC Engage online community, where annual conference attendees connected with other attendees, presenters and exhibitors, and built their daily schedules;
 - » significantly restructure and revise the CSBA Policy Platform, which provides a broad policy framework for implementing the association's mission;
 - » launch the redesigned Masters in Governance program, which features a more convenient format and increased program flexibility;
 - » launch the new Executive Search Service, which provides a comprehensive five-phase process for the selection and hiring of the best possible superintendent;
 - » redesign the Agenda Online system with new features, including an improved workflow, personal notes capability and customized agendas and minutes;
- and much more.***

www.csba.org



May 12, 2014

Gay Todd
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

Dear Gay,

Thank you for your continued subscription to CSBA's Policy Service(s). Enclosed is your 2014-15 invoice for policy service(s) to which your district subscribes.

We are very excited about the work we will be conducting on your behalf and our continued investment back into the products and services that support you - our valued customer. To ensure we are able to continue to provide you with quality products and services, as well as ongoing expert policy advice, we have adjusted our rates for the upcoming year. You will notice this adjustment in the enclosed invoice.

Thank you for understanding that this price increase allows us to maintain the superior standard of our products and services. If you have any questions, please contact our office at 1-800-266-3382.

Sincerely,

Bode Owoyele
Senior Director, Policy Development Services



Invoice

California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Please refer to your customer number in all communications regarding this invoice.

Invoice Date

5/12/2014

Billing No.

101035-15

Sold Superintendent's Office
To: Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

Customer Number	Invoice Date
101035	5/12/2014

ITEM NO.	DESCRIPTION	QTY	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	Gamut Online 2014-2015	1	\$2,890.00	\$0.00	\$2,890.00
			BILLED AMT	PAYMENT RCVD	TOTAL DUE
			\$ 2,890.00	\$ 0.00	\$ 2,890.00

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California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Customer Number	Invoice Date	Billing No.	Total Due
101035	5/12/2014	101035-15	\$ 2,890.00

Make checks payable to:

California School Boards
Association
c/o Westamerica Bank
P.O. Box 1450
Suisun City, CA 94585-1450

Sold to:

Superintendent's Office
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

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Invoice

California School Boards Association

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Invoice Date

5/12/2014

Billing No.

101035-15

Sold Superintendent's Office
To: Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

Customer Number

101035

Invoice Date

5/12/2014

ITEM NO.	DESCRIPTION	QTY	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	Manual Maintenance Plus 2014-2015	1	\$3,255.00	\$0.00	\$3,255.00
			BILLED AMT	PAYMENT RCVD	TOTAL DUE
			\$ 3,255.00	\$ 0.00	\$ 3,255.00

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West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Customer Number	Invoice Date	Billing No.	Total Due
101035	5/12/2014	101035-15	\$ 3,255.00

Make checks payable to:

California School Boards
Association
c/o Westamerica Bank
P.O. Box 1450
Suisun City, CA 94585-1450

Sold to:

Superintendent's Office
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731

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Allyn Scott Youth & Community Center
1830 B Street, Marysville, CA 95901
Phone: 530-749-1776 Fax: 530-749-1839
E-mail: rentasycc@gmail.com
LEASE Agreement-2014-2015

This Agreement is by and between the **Allyn Scott Youth & Community Center** (hereinafter referred to as **ASYCC**) and the **Marysville Charter Academy for the Arts School** (*Lessee*).

1. Whereas, the *Lessee* desires to secure from **ASTCC** certain rights and privileges and to obtain use of the premises **Monday through Friday, 8:00 am to 3:00pm beginning on August 13, 2014 at 8:00am and ending on June 5, 2015 at 12:00pm.**
2. **ASYCC** hereby grants to the *Lessee* the right to occupy the spaces described below with a maximum attendance of N/A persons for the purposes set forth in this agreement.
3. The purpose of this occupancy shall be limited to conducting **School Classes** and for no other purpose.
 - a. Two days in August, 2014 prior to school opening for Senior Pictures
 - b. One day in June, 2015 for Senior breakfast
 - c. ***Other School Sanctioned Activities**, as use is determined, through the school year.
4. Security/damage fee is due upon reserving the requested space within the facility.
5. A valid Certificate of Insurance (naming **ASYCC** as an additional insured must be presented to **ASYCC** by August 1, 2014. The minimum coverage required is \$1,000,000.00.
6. Payment may be made in cash, check, money order or cashier check, with a \$25 service charge for any returned check. A returned check may result in cancellation of the *Lessee's* scheduled lease date. The *lessee* may avoid cancellation by covering the returned check with cash within 24 hours of the notice of cancellation due to returned check.
7. In the event that the Silent fire Alarm is pulled and it is a false alarm there will be a penalty of \$150 each occurrence.
8. The *Lessee* agrees to pay to the **ASYCC** the rights and privileges hereby granted in the amount and in the manner set forth below:

Description of Facility	Use Fee	Security/Damage Fee
Ballroom, Conference Room and Locked Storage Room	\$28,000.00**	\$500.00***
Total		\$28,000.00

*Other School Sanctioned Activities will be invoiced separately as events occur.

**Use Fee of \$28,000.00 does not include Other School Sanctioned Activities.

***Security/Damage Fee is already on file.

9. Security/Damage fees will be returned within 30 days from the end of the contract, if there are no damages.
 - a. If there are damages, the damages will be repaired and the costs deducted from the Security Fee prior to return of the Security/Damage Fee.
10. The *lessee* agrees to pay to **ASYCC** for the use of any additional equipment or fixtures and:
 - a. The cost of any damages to **ASYCC** property and/or utility charges, if any
 - b. The costs of the removal of any of the *Lessee* property, refuse, and/or cleanup required beyond that determined reasonable by **ASYCC** and in excess of the costs of the cleaning deposit.
11. The *Lessee* agrees that he/she will not sell, exchange, barter, or permit his/her employees to sell exchange, barter any permits issued to the *Lessee* or his/her employees hereunder.
12. This contract or privileges or any part thereof, cannot be assigned or otherwise disposed of without written consent of **ASYCC**.

- This Agreement is not binding upon ASYCC until it has been accepted and signed by its authorized representative. In witness whereof, this agreement has been executed, by and on behalf of the parties stated herein.

Allyn Scott Youth & Community Center
1830 B Street
Marysville, CA 95901
Phone: 530-749-1776
Fax: 530-749-1839

Marysville Charter Academy for the Arts
1917 B Street
Marysville, CA 95901
Phone: 530-749-6156
Fax: 530-741-7892

Name: Martha Duran

Title: Site Manager

Signature _____

Date _____

Name: Ryan DiGiulio

Title: Asst. Superintendent, Business Services

Signature _____

Date _____



Allyn Scott Youth & Community Center
1830 B Street, Marysville, CA 95901
Phone: 530-749-1776 Fax: 530-749-1839
E-mail: rentasycc@gmail.com
ADDENDUM

Security Deposit

- A refundable security deposit of \$500.00 shall be required from the Marysville Charter Academy for the Arts School (Lessee) upon signature of the contract. In the event of insufficient quality of cleaning, ASYCC (Lessor) will use security deposit funds to have a cleaning company clean the Lessee's portion of the building. The Lessee will then be presented a copy of the invoice from the cleaning company and will have 30 days to reimburse the Lessor for the expenditure from the Security Deposit, which must maintain a funded balance of \$500 through the contract period. Failure to do this will be considered a violation of the lease agreement.
- If there are any damages caused by the Lessee to the property, the Lessor will use security deposit funds to have a contractor repair the Lessee's portion of damages. The Lessee will then be presented a copy of the invoice from the contractor and will have 30 days to pay the Lessor to bring the balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.

Janitorial

- The Lessee will be responsible for:
 1. Cleaning the Conference Room-dusting or sweeping the floor, mopping if needed, cleaning the Formica countertop, cleaning the front glass entrance door and gum removed from the floor.
 2. The Ballroom floor is to be dusted, gum removed from the floor and damp mopped if needed.
 3. The entryway to the bathrooms is to be swept or dusted and mopped, if needed.
 4. Each week the urinals, toilets, counters, mirrors and faucets are to be cleaned with a disinfectant. The bathroom floors are to be mopped with a standard cleaning agent.
 5. Each week all soap, toilet paper, and paper towel dispensers are to be refilled if needed.
 6. Spit wad will be removed from the bathroom walls, doors and ceilings.
 7. All trashcans are to be emptied and removed to the dumpster during each cleaning and replaced with fresh liners.
 8. Extra cleanings for extra rental days as needed throughout the school year
- Frequency of cleanings is to occur Tuesday and Thursday each week immediately following the cessation of classes at 2:50pm. In the case of non-use by the school on Wednesday due to holidays or other event, the janitorial services may be performed after the cessation of classes for that week.

Storage Unit

- The Lessee will be given us of one storage unit for educational materials and supplies. The Lessor is not liable for the contents of the storage unit. It is the responsibility of the Lessee to lock and secure the storage unit daily. All materials and supplies must be secured inside the storage unit. Lessor is not liable for materials or supplies not stored or secured properly in the storage unit. It is the responsibility of the Lessee to inform the Lessor if the door or lock is not functioning properly.
- Any and all supplies and props used by the school and or students are to be stored in the storage room at the close of each day and on Friday or the last day of class for the week. Failure to remove educational materials will result in Lessee being charged for the time to move items from the rooms. Please ensure that all student belongings are removed from the ballroom and conference room at the

end of each instructional day. Failure to do so will result in the Lessee being charged for the time to remove items from the rooms

Other

- All School Sanctioned Activities must be cleared through Lessor prior to use of facility. Failure to do so will result in the Lessee being charged \$50 for Lessor representative to accommodate Lessee representatives, such as opening facility, turning off alarms, unlocking storage unit, tables storage, chairs storage, janitorial storage.
- All School Sanctioned Activities must be cleaned up at the end of the activity.
- A representative of MCAA must attend two (2) community work days per year.
 - The days are **October 5, 2013** and **March 1, 2014**.
 - If a representative can't attend, arrangements must be made with the Site Manager to attend another work day.

Lessor Initials

MM

Date

7/9/14

Lessee Initials

Date



Migrant Education

District Service Agreement

2014–15

Region Number: 2 Region Name: Butte County Office of Education		Region Contact: Carlos Barron-Castillo	
Local Educational Agency (LEA) Name Marysville Joint Unified School District		LEA CDS Number: 58 72736	
LEA Address 1919 B St.		Total Grant Amount Requested: \$ 56,245	
City Marysville		Zip Code 95901	
Name of LEA Lead/Program Coordinator Lennie Tate		Title Executive Director, Educational Services	
Telephone Number (530) 749-6902	Fax Number (530) 741-7893	E-mail Address ltate@mjuds.com	
Regular School Year (3060):		\$0	
Summer/Intersession (3061):		\$ 52,078.12	
School Readiness–Regular School Year (3060)		\$0	
School Readiness–Summer/Intersession (3061)		\$0	
Indirect Cost:		\$4, 166.25	
Total Budget:		\$ 56,245	
CERTIFICATION: I hereby certify that all applicable state and federal rules and regulations will be observed to the best of my knowledge, that the information contained in this application is correct and complete; that the PAC has had active involvement in the planning, development and review of this application, and that the assurances are accepted as the basic conditions in the operation of this project/program for local participation and assistance.			
Printed Name of Superintendent or Designee Gay Todd, Ed.D.		Telephone Number (530) 749-6102	
Superintendent or Designee Signature		Date	
Printed Name of Regional Director Gail McGowan		Telephone Number (530) 532-5749	
Regional Director or Designee Signature		Date	

District Instructional and Support Program:

Complete the table below, and provide a narrative description of the district's overall instructional and support program for all students.

In your narrative description, include the following:

How the district addresses the linguistic and academic needs of English learners (EL) and migrant students.

Specific strategies, programs and services designed to address the unique academic needs of migrant students through district, and other non-migrant categorical funds.

The district's professional development plan and/or activities designed to improve teaching for EL and migrant students.

A summary of support services provided for all students and any unique services to address health and social well-being for migrant and other disadvantaged students.

Information about how the LEA has worked with private school administrators to design and develop its migrant education program.

A description of the district's parent education and parent involvement component and any other relevant information that provides a complete snapshot of the district.

Number of Migrant Students Enrolled at Each Grade Level in the District.

	Pre K	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
PFS	0	1	1	1	0	0	1	2	1	0	0	0	3	0	10
Migrant	49	19	22	25	15	24	20	12	15	21	12	11	16	14	275
All*	49	20	23	26	15	24	21	14	16	21	12	11	19	14	285

*All includes PFS and Migrant students.

Note: If a grade level does not have at least 10 migrant students (to comply with CDE data suppression requirements), combine this with another grade (or grades) to equal no fewer than 10 students.

Narrative Description:

The Marysville Joint Unified School District works closely with Sacramento County Office of Education to help provide teacher and administrator training in the area of English Language Arts, English Language Development and Mathematics. Through our relationship, we continue to train in curricular needs as well as data analysis specific to English Learners.

English learners must be provided with systematic instructional support to acquire full proficiency with academic English. MJUSD continues to update and refine its Title III action plan with assistance from our regional Title III support staff. In addition, the district has revised its English Learner master plan to include updated information on the ELD program, focusing on teachers' systematic use and review of ELD standards to ensure that students master the core.

In addition to better defining the district's ELD program based on ELD standards and student acquisition levels, the revised EL master plan includes revised forms and procedures to assist in notifying parents of student achievement and encouraging parents to be active members in their child's education.

The EL master plan also addresses the significant number of English learners who have continued in the program for more than five years. A clear and well defined intervention plan

for these students is currently being developed. It focuses on providing administrators and teachers data on their English learners. The information will include long term data on grades, district benchmarks, and attendance. Professional development will be provided in how best to use this data to focus systematic instruction on the intervention needs of these long term students to ensure reclassification in a timely manner. The integration of the district Principal's Assurance List (PAL) provides an ongoing check and balance for the reclassification and ongoing support of students.

All teachers of Elementary English Learners have participated in English Learner SB 472. The district has provided GLAD (Guided Language Acquisition Design) project training for approximately 15% of its elementary school teachers each year since 2008. SIOP (Sheltered Instruction Observation Protocol) has been provided for secondary teachers since 2008. The district provides technical assistance through Sacramento County Office of Education for all PI sites for all teachers of English learners.

SCHOOL READINESS

State Performance Target and Measurable Outcomes

By 2014, all preschool migrant students will have access to a high quality early childhood education.

- The percentage of the eligible migrant preschool children receiving a high-quality early childhood education will increase annually from a 2008–09 regional baseline toward a statewide target of 80 percent access by 2014.
- The percentage of children in MEP funded-center or home-based programs who are ready for kindergarten by age five will increase by 5 percent each year.
- The percentage of migrant kindergartners who enroll in kindergarten after the age of 5.9 years will decrease annually from a 2008–09 regional baseline toward a statewide target of 10 percent by 2014.

Completion of School Readiness

High School districts do not have to complete this section. Acknowledge by placing an X at the front of the sentence, and delete the rest of this section.

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

X School districts that are **not** requesting MEP funds for School Readiness complete only the table below, and delete the rest of the School Readiness section. Service will be provided under the area application.

Summary of Current Student Needs in School Readiness:			
Age	Need	Is this need met through a non-migrant program? (Yes/No)	Name of Non-Migrant Program
P3-P5	The Cedar Lane Preschool Program has been in existence for many years to meet the "bridge to kindergarten" needs of children in the Marysville Joint Unified School District.	Yes	Cedar Lane Preschool Program
			Services Provided by the Non-Migrant program
			School readiness skills including but not limited to social skills, oral language, letter and number recognition, and early literacy skills.

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	The program is designed to meet the needs of those children who have not had access to preschool and to provide a transitional period for children entering kindergarten This program is important for future educational success.				

ENGLISH LANGUAGE ARTS

State Performance Target and Measurable Outcomes

By 2014, all migrant students will be proficient in English Language Arts.

- Measurable Outcome 2.1: Using the baseline of 2008 CELDT scores, the percentage of migrant English learners moving from one proficiency level to the next will increase at a rate at or above the target for English learners statewide.
- Measurable Outcome 2.2: Using the baseline of 2008 CELDT scores, the percentage of migrant English learners who would be expected to achieve English proficiency on the CELDT will increase at a rate at or above the target for the same group of English learners statewide.
- Measurable Outcome 2.3: Beginning in 2009–10, the percentage of migrant students who score at proficient or above in English-language arts will be consistent with the ESEA growth target.

Completion of English Language Arts

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

____ School districts that are **not** requesting MEP funds for English Language Arts complete only the table below, and delete the rest of the English Language Arts section. Acknowledge by placing an X at the front of the sentence, and delete the rest of this section.

Summary of Current Student Needs in English Language Arts				
Grade Level	Who does this affect? (PFS? Migrant? Both?)	Is this need met through a non-migrant program? (Yes/No)	Name of Non-migrant Program	Services Provided by the Non-migrant program
K-12	Both	No	N/A	Daily English Development using Open Court and Teacher Created Materials curriculum. ELA Workshops.

Note: The rest of the section is to be completed for each *English Language Arts service provided by the LEA*.

Proposed Supplemental Service for English Language Arts: Migrant Education Summer School Academy				
Is this a School Year or Summer School Service? (Check one) Regular School Year X Summer School				
If a Regular School Year Service, when will it be provided? (Check one) Before School After School Saturday				
Name of Service to be Provided: Migrant Education Summer School Academy				
Describe the Need, the Strategy the Service Supports, and Academic Focus::		<p>There is a need to increase the number of students who are reclassified from Limited English Proficient to Fluent English Proficient with a corresponding increase in performance on state tests. There are approximately 52 Migrant Education students in grades K-12 attending school in the Marysville Joint Unified School District. Of these 52, only 11 achieved the level of Fluent English Proficient during the 2013/2014 academic school year.</p> <p>The district has adopted benchmarks for expected outcomes for students and incorporates the Open Court Reading program into the curriculum. Open Court Reading is a comprehensive reading and writing program for kids in elementary school known for its systematic instruction in phonological and phonemic awareness and phonics. Equally strong is the instruction in comprehension and writing. Writing instruction focuses on teaching writing process, forms and traits. The inquiry strand within the program reflects the research on knowledge building communities. Through inquiry students learn to use reading and writing as tools for learning, to work collaboratively, and to build and share knowledge</p> <p>The ELA portion of the Summer School Academy will provide targeted academic intervention to migrant students in specific areas of weakness in ELA, and will incorporate the following Common Core State Standards (CCSS) and Career Readiness (CCR) Anchor Standards. These Standards define the literacy expectations for students entering college and careers and provide the foundation for the K-12 English language arts standards.</p>		
		<p>Writing: Text Types and Purpose</p> <p>3. Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.</p>		

			Reading: Integration of Knowledge and Ideas			1. Integrate and evaluate content presented in diverse media and formats, including visually and quantitatively, as well as in words.		
			Language: Vocabulary Acquisition and Use			1. Acquire and use accurately a range of general academic and domain-specific words and phrases sufficient for reading, writing, speaking, and listening at the appropriate college and career readiness level; demonstrate independence in gathering vocabulary knowledge when encountering an unknown term important to comprehension or expression.		
			Curriculum Used: Open Court - SRA McGraw-Hill					
			Method of Instruction: Students will receive small group, direct instruction from Highly Qualified, Certificated staff. Technology will be incorporated into the lesson plans when appropriate.					
Minutes per Day	Days per Week	Number of Weeks	Number of Students to be Served at Each Grade Level				Start Date	End Date
			Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level		
240	5	4	K	0	2	2	June 15, 2015	July 17, 2015
240	5	4	1 st	1	6	7	June 15, 2015	July 17, 2015
240	5	4	2 nd	0	8	8	June 15, 2015	July 17, 2015
240	5	4	3 rd	0	5	5	June 15, 2015	July 17, 2015
240	5	4	4 th	2	3	5	June 15, 2015	July 17, 2015
240	5	4	5 th	1	7	8	June 15, 2015	July 17, 2015
240	5	4	6 th	0	5	5	June 15, 2015	July 17, 2015

240	5	4	7 th	0	7	7	June 15, 2015	July 17, 2015
240	5	4	8 th	1	6	6	June 15, 2015	July 17, 2015

Note: If a grade level does not have at least 10 migrant students (to comply with CDE data suppression requirements), combine this with another grade (or grades) to equal no fewer than 10 students.

Measurable Objectives: Identify the specific measureable objectives that will be used to demonstrate the effectiveness of this service provided to the students, and provide targets for each, using the tables provided below and on the next page. For Local Measures, the district may substitute its own tables.							
State Performance Targets (Optional)							
Measureable Outcome 2.1							
Percentage of Migrant English Learners Making Annual Progress from One CELDT Proficiency Level to the Next							
Annual Measureable Achievement Objective (AMAO) 1		2008–09	2009–10	2010–11	2011–12	2012–13	2013–14
State Target		51.6%	53.1%	54.6%	56.0%	57.5%	59%
District Target		55.3	54.7	47.8	61.4	55.9	N/A
Measureable Outcome 2.2							
Percentage of Migrant English Learners Achieving English Proficiency as Measured by the CELDT							
AMAO 2		2008–09	2009–10	2010–11	2011–12	2012–13	2013–14
State Target Less than 5 years		30.6%	17.4%	18.7%	20.1%	21.4%	22.8%
District Target Less than 5 years		31	16.9	17	22.1	24.6	N/A
State Target 5 years or more		30.6 %	41.3%	43.2%	45.1%	47%	49%
District Target 5 years or more		N/A	45.6	39.6	18	47.2	N/A
Measureable Outcome 2.3							
Percentage of Migrant Students Scoring at Proficient or Above on the ELA CST							
		2008–09	2009–10	2010–11	2011–12	2012–13	2013–14
State AYP Target – Elementary Districts		46.0	56.8	67.6	78.4	89.2	100
State AYP Target – High School Districts		44.5	55.6	66.7	77.8	88.9	100
State AYP Target – Unified Districts		45.0	56.0	67.0	78.0	89.0	100
District Target						N/A	N/A

Local Quantitative Measures: Using the table provided below, identify what data will be collected to determine the effectiveness of the service.									
Will Data on the Number/Percent of Eligible Students Who Are Eligible for and Receive the Service be Collected?									
	Students Eligible for the Service (Yes/No)			Eligible Students Who Received the Service (Yes/No)					
Migrant		Yes						Yes	
Local Assessments: (Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)									
	District Assessment and Accountability System								
	PFS	Migrant	All	PFS	Migrant	All	PFS	Migrant	All
Will Pre and Post Scores be Collected? (Yes/No)	Yes	Yes	Yes						
Will the Number and Percent of Participating Students Reaching Individual Targets on Local Assessments be Collected? (Yes/No)	Yes	Yes	Yes						
Will the Number and Percent of Participating Students Reaching Proficiency on Local Assessments be Collected? (Yes/No)	Yes	Yes	Yes						

Local Qualitative Measures	
Interviews and Focus Groups:	Collaboration meetings between Migrant Education Coordinator, Teachers, Site Counselors, and summer school administrator
Surveys:	Parent Needs Assessments determine what needs are being addressed.
Observations:	80% of the students attending 80% of the program will show an increase of 5%, based on the pre- and post-test scores of the Summer Academy Program.

Service Staffing: Identify the staff positions needed to provide the service described above.						
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)
	#	FTE	#	FTE		
Summer School Teacher	3	1			100%	0
Custodian			1	.5	100%	0
Bus Driver			1	.5	100%	0

Service Staff Development: Identify staff development necessary to support quality delivery of the service.				
Need	Title	Description	Dates	Expected Outcomes
Staff development to cover the requirements of the Migrant Education program.	Migrant Education Summer School Academy Staff Development.	Review Curriculum, pre and post-test data, attendance, lesson plans, hourly requirements, groupings, distribute assessment scan forms, and go over Migrant student specific needs.	June 12, 2015	Staff will understand expectations of the Migrant Education program, develop a better understanding of Migrant student specific needs, and prepare curriculum aligned coursework accordingly.
Please describe the process used to identify staff development needs:	Meetings between the Marysville Joint Unified School District Executive Director, Educational Services, and Migrant Education Program Coordinator, as well as meetings with Site Principal, Summer School Administrator, Migrant Education Staff, Parent Advisor Committee, and District Nutrition Services Director.			

Parent Communication Plan: In the space below, describe how parents will be informed about this English Language Arts service provided for Migrant students:

During the district Parent Advisory Council meetings, the migrant parents will be informed of the services that will be provided for Migrant students. Migrant Education support personnel assigned to the MJUSD will have a parent/family meeting to recruit and enroll students individually into the Migrant Education Summer School Academy. Any parents not attending the meeting will be contacted individually either by phone or by a home visit and informed of the Migrant Education Summer School Academy. All students who qualify for the Migrant Education Program will be encouraged to attend.

Service Budget: Please identify all costs related to providing the service that is described. For each line item, refer to and use the object codes provided in the instructions.

Object Code	Description	Narrative (no more than two sentences)	Amount
1100	Certificated Teacher Salary	2.5 FTE Summer School Teachers @ \$46.98/hr. x 4.5 hours x 21 days	\$11,099.00
2900	Other Classified Salaries: Custodian	.5 position Custodian @ \$24.00/hr. x 1 hour x 23 days	\$ 276.00
2900	Other Classified Salaries: Bus Driver	.5 position Bus Driver @ \$38.00/hr. x 4 hours x 20 days	\$ 1,520.00
3000-3999	Certificated Teacher Benefits	Benefits for 2.5 FTE Summer School Teachers @ \$5.98/hr. x 4.5 hours x 21 days	\$ 1,412.78
3000-3999	Custodian Benefits	Benefits for .5 position Custodian @ \$6.00/hr. x 1 hours x 23 days	\$ 69.00
3000-3999	Bus Driver Benefits	Benefits for .5 position Bus Driver @ \$6.00/hr. x 4 hours x 20 days	\$ 240.00
4300	Materials and Supplies	Custodial Supplies @ \$17.36/day x 10.5 days	\$ 182.28
5600	Facilities Use Fees	District charge per room. \$20.00/hr. x 5.5 hrs./day x 10.5 days x 8 rooms	\$ 9240.00
5800	Transportation/Mileage	Cost per mile/ J-1 Rate. \$2.00/mile x 100 miles x 10 days	\$ 2,000.00
		Subtotal	\$26,039.06
7300-7399	Transfers of Indirect Costs	MJUSD Indirect Cost Rate for 2014/15 of .08 x \$26,039.06	\$2083
		Total	\$28,122.18

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MATHEMATICS

State Performance Target and Measurable Outcomes

By 2014, all migrant students will be proficient in Mathematics.

- Measurable Outcome 3.1: The number of migrant students who are proficient in mathematics grades 2-7 will be consistent with California's Adequate Yearly Progress (AYP) growth targets.
- Measurable Outcome 3.2: The number of migrant students who score at the proficient or advanced level in Algebra will increase by at least 5 percentage points annually.

Completion of Mathematics

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

____ School districts that are **not** requesting MEP funds for Mathematics complete only the table below, and delete the rest of the Mathematics section. Acknowledge by placing an X and deleting the rest of the Mathematics section.

Summary of Current Student Needs in Mathematics				
Grade Level	Who does this affect? (PFS? Migrant? Both?)	Is this need met through a non-migrant program? (Yes/No)	Name of Non-Migrant Program	Services Provided by the Non-Migrant program
K-12	Both	No	N/A	No services in the summer
According to the 2013 Adequate Yearly Progress (AYP) Report, 48.7% of English Learners and 45.9% of Socioeconomically Disadvantaged students in the Marysville Joint Unified School District scored below proficient				

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	on the Annual Measurable Objectives (AMO's) in Mathematics. These students need additional support to reach grade level proficiency in mathematics.						

Note: The rest of the section is to be completed for each Mathematics service provided by the LEA.

Proposed Supplemental Service for Mathematics: Migrant Education Summer School Academy				
Is this a School Year or Summer School Service? (Check one) Regular School Year X Summer School If a Regular School Year Service, when will it be provided? (Check one) Before School After School Saturday				
Name of Service to be Provided:		Migrant Education Summer School Academy		
Describe the Need, the Strategy the Service Supports, and Academic Focus:		<p>According to the 2013 Adequate Yearly Progress (AYP) Report, only 51.3 percent of English Learners, and 54.1 percent of Socioeconomically Disadvantaged students in the Marysville Joint Unified School District tested "At or Above Proficient" in Mathematics. The students who did not test at this level need additional support, including interventions, to reach grade level proficiency in mathematics. The Summer School Academy is designed to provide this additional support.</p> <p>The Marysville Joint Unified School District has established benchmarks for expected outcomes for students and has adopted Saxon Math as their preferred curriculum. This curriculum involves teaching a new mathematical concept every day and constantly reviewing old concepts. Typically the day's work is divided evenly between practicing the new material and reviewing old material. Its primary strength is in a steady review of all previous material, which is especially important to students who struggle with retaining the math they previously learned.</p> <p>The Mathematics portion of the Summer School Academy will provide targeted academic intervention to migrant students in specific areas of weakness in Mathematics, and will incorporate the following Common Core State Standards (CCSS) for Mathematics:</p>		
		1. Make sense of problems and persevere in solving them. 4. Model with mathematics. 7. Look for and make use of structure.		
		Curriculum Used: Saxon Math		
		Method of Instruction: Students will receive small group, direct instruction from Highly Qualified, Certificated staff.		

Technology will be incorporated into the lesson plans when appropriate.						
Minutes per Day	Days per Week	Number of Weeks	Number of Students to be Served at Each Grade Level			
			Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level
200	5	4	Pre-K	0	10	10
240	5	4	K	0	2	2
240	5	4	1 st	1	6	7
240	5	4	2 nd	0	8	8
240	5	4	3 rd	0	5	5
240	5	4	4 th	2	3	5
240	5	4	5 th	1	7	8
240	5	4	6 th	0	5	5
240	5	4	7 th	0	7	7
240	5	4	8 th	1	6	6

Note: If a grade level does not have at least 10 migrant students (to comply with CDE data suppression requirements), combine this with another grade (or grades) to equal no fewer than 10 students.

Measurable Objectives: Identify the specific measureable objectives that will be used to demonstrate the effectiveness of this service provided to the students; and provide targets for each, using the tables provided below and on the next page. For Local Measures, the district may substitute its own tables.

State Performance Targets (Optional)

Measureable Outcome 3.1

The number of Migrant students who are proficient on the Mathematics CST in grades 2-7 will be consistent with the state's AYP targets.

Mathematics CST for Grades 2-7	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
State AYP Target – Elementary Districts	47.5	58.0	68.5	79.0	89.5	100
State AYP Target – High School Districts	43.5	54.8	66.1	77.4	88.7	100
State AYP Target – Unified Districts	45.5	56.4	67.3	78.2	89.1	100
District Target					N/A	N/A

Measureable Outcome 3.2

The number of migrant students who score at the proficient or advanced level on the Algebra CST, or the Standards-based Test in Spanish, will increase by at least 5 percentage points annually.

Algebra CST	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
District Target					N/A	N/A

Local Quantitative Measures: Using the table provided below, identify what data will be collected to determine the effectiveness of the service.

Will Data on the Number/Percent of Eligible Students Who Are Eligible for and Receive the Service be Collected?

	Students Eligible for the Service (Yes/No)	Eligible Students Who Received the Service(Yes/No)
Migrant	Yes	Yes

Local Assessments: (Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)

	ILLUMINATE	Replace this text with the name of the second local assessment			Replace this text with the name of the third local assessment		
		PFS	Migrant	All	PFS	Migrant	All
Will Pre and Post Scores be Collected? (Yes/No)	Yes	Yes					
Will the Number and Percent of Participating Students Reaching Individual Targets on Local Assessments be Collected? (Yes/No)	Yes	Yes					
Will the Number and Percent of Participating Students Reaching Proficiency on Local Assessments be Collected? (Yes/No)	Yes	Yes					

Local Qualitative Measures

<p>Interviews and Focus Groups:</p>	<p>Collaboration meetings between Migrant Education Coordinator, Teachers, Site Counselors, and summer school administrator</p>
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Surveys:	Parent Needs Assessments determine what needs are being addressed.
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Observations:	80% of the students attending 80% of the program will show an increase of 5%, based on the pre- and post-test scores of the Summer Academy Program.
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Service Staffing: Identify the staff positions needed to provide the service described above.

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Summer School Teacher	3	1			100%	0	N/A
Custodian			1	.5	100%	0	N/A
Bus Driver			1	.5	100%	0	N/A

Service Staff Development: Identify staff development necessary to support quality delivery of the service.

Need	Title	Description	Dates	Expected Outcomes
Staff development to cover the requirements of the Migrant Education program.	Migrant Education Summer School Academy Staff Development.	Review Curriculum, pre and post-test data, attendance, lesson plans, hourly requirements, groupings, distribute assessment scan forms, and go over Migrant student specific needs.	June 12, 2015	Staff will understand expectations of the Migrant Education program, develop a better understanding of Migrant student specific needs, and prepare curriculum aligned coursework accordingly.
Please describe the process used to identify staff development needs:	Meetings between the Marysville Joint Unified School District Executive Director, Educational Services, and Migrant Education Program Coordinator, as well as meetings with Site Principal, Summer School Administrator, Migrant Education Staff, Parent Advisor Committee, and District Nutrition Services Director.			

Parent Communication Plan: In the space below, describe how parents will be informed about this mathematics service provided for Migrant students:

During the district Parent Advisory Council meetings, the migrant parents will be informed of the services that will be provided for Migrant students. Migrant Education support personnel assigned to the MJUSD will have a parent/family meeting to recruit and enroll students individually into the Migrant Education Summer School Academy. Any parents not attending the meeting will be contacted individually either by phone or by a home visit and informed of the Migrant Education Summer School Academy. All students who qualify for the Migrant Education Program will be encouraged to attend.

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Service Budget: Please identify all costs related to providing the Mathematics service that is described. For each line item, refer to and use the object codes provided in the instructions.		
Object Code	Description	Amount
1100	Certificated Teacher Salary	
2900	Other Classified Salaries: Custodian	\$ 276.00
2900	Other Classified Salaries: Bus Driver	\$ 1,520.00
3000-3999	Certificated Teacher Benefits	\$ 1,412.78
3000-3999	Custodian Benefits	\$ 69.00
3000-3999	Bus Driver Benefits	\$ 240.00
4000	Materials and Supplies	\$ 182.28
5000	Facilities Use Fees	\$ 9240.00
5000	Transportation/Mileage	\$ 2,000.00
		Subtotal
7300-7399	Transfers of Indirect Costs	\$2083.12
		Total
		\$28,122.18

HIGH SCHOOL GRADUATION

State Performance Target and Measurable Outcomes

By 2014, all migrant students will earn a high school diploma.

- Measurable Outcome 4.1: The percentage of migrant students who pass both the mathematics and English Language Arts components of the CAHSEE in the tenth grade will increase by at least 5 percentage points per year.
- Measurable Outcome 4.2: The percentage of migrant students who meet district course requirements/credit accrual and are on track for high school graduation will increase by at least 5 percentage points per year.
- Measurable outcome 4.3: The percentage of migrant students completing a-g subjects will increase by at least 5 percentage points annually.

Completion of High School Graduation

Elementary school districts do not have to complete this section. Acknowledge by placing an X at the front of the sentence, and delete the rest of this section.

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

X School districts that are **not** requesting MEP funds for High School Graduation complete only the table below, and delete the rest of the High School Graduation section. Services will be provided under the Area Application.

Summary of Current Student Needs for High School Graduation				
Grade Level	Who does this affect? (PFS?)	Is this need met through a non-migrant	Name of Non-Migrant Program	Services Provided by the Non-Migrant program

		Migrant? Both?	program? (Yes/No)		
9-12	Credit Recovery, GED, Knowledge of A-G requirements, Cyber High, CAHSEE Prep.	Yes	No	N/A	N/A

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HEALTH

State Performance Target and Measurable Outcomes

By 2014, all identified migrant children who have unmet health needs that interfere with learning will have their health needs addressed.

- Measurable Outcome 5.1: 100 percent of migrant students with identified unmet health needs that interfere with learning will be assessed annually for treatment or referral.
- Measurable Outcome 5.2: The percentage of migrant students reporting that they feel connected to school will increase by 5% per two-year cycle.

Completion of Health

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

 X_ School districts that are **not** requesting MEP funds for Health complete only the table below, and delete the rest of the Health section. Acknowledge by placing an X at the front of the sentence and delete the rest of the Health Section.

Summary of Current Student Needs for Health					
Grade Level	Need	Who does this affect? (PFS? Migrant? Both?)	Is this need met through a non-migrant program? (Yes/No)	Name of Non-Migrant Program	Services Provided by the Non-Migrant program
Pre-K to OSY	Health care resource materials	Both	Yes	Marysville Joint	Growth and Development Classes. Vision and color vision for 1 st students,

	and education as well as health screenings. Access to health, social, and welfare agencies. Early intervention services for migrant students, such as counseling and mentoring, or student assistance programs.			Unified School District. Ampla Health, Peach Tree Clinic, Yuba County Health Department, Sutter County Smiles Mobile Dental Services and Lions Club, First 5 Yuba County, Harmony Health Clinic, Family Resource Center.	Hearing, Dental, and Scoliosis. At Risk Counseling Services, Peer counseling, health, social, and welfare services.
OUT OF SCHOOL YOUTH					

State Performance Target and Measurable Outcomes

By 2014, all identified migrant program Out of School Youth (OSY) will be assessed and referred to an appropriate educational or career technical education program.

- Measurable Outcome 6.1: 75 percent of identified migrant OSY will have an Individual Needs Assessment (INA) completed within 30 days of enrollment.
- Measurable Outcome 6.2: 75 percent of OSYs will be provided a Migrant Learning Action Plan (MLAP) within ten days of completing the INA.
- Measurable Outcome 6.3: 100 percent of OSYs with a MLAP will be referred to an appropriate educational certificate, or career technical education.

Completion of Out of School Youth

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

 X School districts that are **not** requesting MEP funds for Out of School Youth complete only the table below, and delete the rest of the Out of School Youth section. Acknowledge by placing an X at the front the sentence and delete the rest of the OSY section.

Summary of Current Student Needs for OSY				
Grade Level	Need	Who does this affect? (PFS? Migrant? Both?)	Is this need met through a non-migrant program? (Yes/No)	Name of Non-Migrant Program
16 to 21	There are two groups of OSY's. There are the ones who come here only to work and those who want to get a High School Diploma. The need for OSY's interested in getting their GED is more services, and the One-Stop is	Both	Yes, sometimes	One Stop, Health Department, California Rural Legal Assistance(CRLA), California Human Development Corporation
				Services Provided by the Non-Migrant program Health supplies, presentations, GED high school diploma, jobs for those who qualify, legal services, work study services.

	the only place they can go to either get a job. Usually they get put on a waiting list to get into the GED class. For the OSY's who are here to work only, they have a lack of information regarding the services or agencies they have access to in this particular area. We give them all of the information we can, along with hygiene kits, sleeping bags, towels, shampoo, and blankets. We also give them information on STD's.			(CHDC)	

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PARENT INVOLVEMENT

State Performance Target and Measurable Outcomes

By 2014, all migrant parents will demonstrate increased use of parent involvement strategies in their children's education, including effective parenting, advocacy, and leadership skills that result in increased student success and achievement.

- Measurable Outcome 7.1: MEP parents/guardians, schools, and staff/volunteers will increase use of research-based partnership practices in the education of students each year by 10 percent.
- Measurable Outcome 7.2: MEP programs and staff/volunteers will reduce identified barriers to parent involvement in the education of their children each year by 10 percent.

Completion of Parent Involvement

School districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

____ School districts that are **not** requesting MEP funds for Parent Involvement complete only the table below, and may delete the rest of the Parent Involvement section. Acknowledge by placing an X at the front of the sentence. (Note: Even if the district does not provide MEP funded Parent Involvement services, the DSA must contain a completed PAC section. The PAC section is next after this one.)

Summary of Current Student Needs for Parent Involvement:				
Grade Level	Need	Who does this affect? (PFS? Migrant? Both?)	Is this need met through a non-migrant program? (Yes/No)	Name of Non-Migrant Program
K-OSY	Information regarding resources available in this area. How to interpret transcripts. Graduation requirements, Needs assessments, college financial aid opportunities, entrance requirements, ILP (Individual Learning Plan) process,	Both	Yes	Marysville Joint Unified School District
				E.L.A.C./Parent Committees.

Note: The rest of the section is to be completed for each Parental Involvement service provided by the LEA.

PARENT ADVISORY COUNCIL

(Note: All DSAs must contain a completed PAC section.)

Selection of Parent Advisory Council Membership: Provide a narrative summary of the means by which parents are recruited and selected for membership in the Parent Advisory Council. Include a list of PAC members' names.

Maria Gomez – President

Narciso Rodriguez – Vice President

Francisca Fuentes - Secretary

Teodoro Ramirez – Alternate President

Celina Rodriguez – Alternate Vice-President

Maria Andrade – Alternate Secretary

Maria Garcia - Alternate

Rosalva Torres - Alternate

Involvement of Parent Advisory Council in MEP Activities: Provide a narrative summary of the means by which parents are involved in the review of the needs assessment, planning, development of the DSA, implementation of services provided to students, and program evaluation.

The Needs Assessment is given out at the second PAC meeting of the year. The results are discussed at the third meeting of the year. During the third meeting of the year the PAC decides which topics to concentrate on, and subsequent PAC meetings will cover the topics that the Migrant Parents determine to be of most importance.

During the district Parent Advisory Council meetings, the Migrant Education Program Coordinator reviews the DSA with the migrant parents. Parental input is important in the implementation of the projected programs. Migrant parents in the Marysville Joint Unified School District have indicated that the 20 day Migrant Education Summer School Academy will be beneficial to their children.

Parental input into the program will be solicited at each PAC meeting during the 2014-2015 school year. At the end of the program, a Program Evaluation will be completed and the results of the Program Evaluation will be shared with the PAC as soon as they become available.

Training of Parent Advisory Council Members: Identify any training that will be provided to the PAC to support quality implementation of the program.

Need	Title	Description	Dates	Expected Outcomes
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Training regarding the role of the parent officers.	Migrant Parent Advisory Committee Rules and Bylaws Training.	Parents are taught the Robert's Rules of Order and the Bylaws of the Region 2 Parent Advisory Committee.	Thursday, October 30, 2015	Officers will be aware of their role and their duty as a member of the Parent Advisory Committee, and learn how to conduct a meeting.
Please describe the process used to identify the PAC training needs:	Training needs are identified based on the results obtained from the Parent Surveys that are completed at the first PAC meeting of the year.			

PAC Staffing: Identify the staff positions needed to support the PAC described above.						
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)
	#	FTE	#	FTE		
Family Support Paraprofessional			1	1	None, see Regional Application	N/A
Intervention Specialist			1	1	None, see Regional Application	N/A

PAC Budget: Please identify all costs related to the PAC. For each line item, refer to and use the object codes provided in the instructions.		
Object Code	Description	Amount
Narrative (no more than two sentences)		

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ADMINISTRATION

Personnel Needed to Administer ALL Services Submitted in the DSA: Identify personnel needed to administer all services. A MEP administrator is a professional staff member, other than a teacher or counselor. A MEP administrator may have administrative duties, such as a project director or regional director. Generally, if the personnel are MEP funded professional staff members, and not paraprofessionals, and they perform MEP administrative duties, then the LEA may consider them as MEP administrators in their job classifications.

Title	Service/Activity* RSY SS SR-RSY SR-SS I&R PAC	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program	Name of Other Program Funding Source
		#	FTE	#	FTE			

*RSY=Regular School Year; SS=Summer School; SR-RSY=School Readiness Regular School Year; SR-SS=School Readiness Summer School; I&R=Identification & Recruitment; PAC=Parent Advisory Council

Administration Budget: Please identify all costs related to administration of all services of the MEP for the Regular School Year, Summer School, etc. For each line item, refer to and use the object codes provided in the instructions.

Regular School Year		
Object Code	Description	Narrative (no more than two sentences)

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Summer School		
Object Code	Description	Narrative (no more than two sentences)

School Readiness – Regular School Year		
Object Code	Description	Narrative (no more than two sentences)

School Readiness – Summer School		
Object Code	Description	Narrative (no more than two sentences)

Identification & Recruitment		
Object Code	Description	Narrative (no more than two sentences)

Parent Advisory Council		
Object Code	Description	Narrative (no more than two sentences)

IDENTIFICATION AND RECRUITMENT

Eligible migrant students will be identified and recruited in a proper and timely manner.

To qualify for the Migrant Education Program, a child is considered "migrant" if the parent or guardian is a migratory worker in the agricultural, dairy, lumber, or fishing industries and whose family has moved during the past three years. A "qualifying" move can range from moving across school district boundaries or from one state to another for the purpose of finding temporary or seasonal employment. A young adult may also qualify if he or she has moved on his or her own for the same reasons. The eligibility period is three years from the date of the last move. Eligibility is established through an interview conducted by a Migrant Education recruiter who visits both home and/or employment locations.

"Finding and enrolling eligible migrant children is a cornerstone of the MEP and its importance cannot be overemphasized." (Chapter III, Identification & Recruitment, NRG, 2010)

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School Districts that do not conduct Identification and Recruitment (where I&R is done by the Migrant Regional Office) complete the section shown immediately below and delete the remainder of this section. (All others go to the next page.)

If Identification & Recruitment is conducted by the Migrant Regional Office, describe how you will coordinate and collaborate with the regional I&R staff.

Example:

The district will keep the regional I&R staff informed of changes in the community that affect where migrant families live, work or shop. The district will also inform regional I&R staff of changes in regular mobility patterns, such as when families depart early to seek work in other areas, are delayed in returning to the district or return earlier than expected.

Recruiters from Region 2 will contact school district personnel and participate in school-sponsored activities to obtain referrals of potentially new or re-qualifying migrant students (i.e. Kindergarten Registrations, ELAC/DELAC Meetings, Back to School Nights, Open Houses).

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PROGRAM EVALUATION

Program Evaluation Timeline: This table summarizes the activities needed to collect and reflect on the Measureable Objective data identified in each section. Use the table below to summarize the MEP program and evaluation activities that will take place to measure the effectiveness of 2013–2014 services.

Program and Evaluation Activities	Who is Responsible	Achieved											
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Program Activities													
Summer School Academy	MJUSD and Matthew Johnson	X											X
Evaluation Activities													
Summer School Academy Pre-test Score - ELA													X
Summer School Academy Post-test Score - ELA		X											X
Summer School Academy Pre-test Score - Math													
Summer School Academy Post-test Score - Math		x											

When complete, submit electronic copies of these documents to the LEA's Regional Director:

2013–14 District Service Agreement
Assurances

2013–14 DSA Summary Budget

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DISCIPLINE ASSOCIATES, LLC
DBA Teacher Learning Center
Confirmation Agreement

Name of Contact: Christine Vahldick
Title: Assistant Principal
Name of Sponsor: Lindhurst High School
Street Address/PO Box: 4446 Olive Ave.
City/State/Zip: Olivehurst, CA 95961
Work Number: 530-741-6150 Fax Number:
Cell Number: Email: cvahldick@mjuds.com

Name of Trainer: Brian Mendler
Title of Program: Motivating and Managing Hard to Reach, Uninterested and Disruptive Students
Date(s) of Training: August 28, 2014
Training hours: Half day Start time: 1:00pm End time: 4:00pm

TOTAL HONORARIUM FEE (in US Funds) \$4,600 FLAT FEE (includes expenses) for 200 or less participants in this session. The honorarium balance should be mailed within 30 days of services rendered. Any expenses incurred for roundtrip coach airfare or mileage/gas/tolls, lodging, meals and any ground transportation will be deducted from the Flat Fee. Expenses will not be invoiced separately.

RESERVATION DEPOSIT \$ Not applicable (check or purchase order to be enclosed with signed confirmation agreement or mailed in separately within 3 weeks). This non-refundable deposit is required to secure the above training date(s). The deposit will be credited toward final payment of the honorarium fee. If the 25% deposit is not paid in advance, the sponsor will be required to pay the deposit upon a cancellation (see below).

BILLING ADDRESS (if different from above):

Billing Contact: Organization

Street Address/PO Box

City

State

Zip

Phone
Number

Fax
Number

PLEASE SIGN BELOW:

I am in full agreement with the above terms and understand that a signed confirmation agreement obligates us to pay 25% of the agreed upon honorarium fee should I or those I represent be unable or unwilling to fulfill these terms for any reason. Should the session be canceled while the presenter is en route, then the travel expenses incurred by the presenter will be reimbursed by the sponsor. Generally, a non-refundable airline ticket is booked to keep your costs lower. If the session is cancelled, the sponsor will also be required to pay for the cost of the airline ticket under the cancellation terms.

Ryan DiGiulio

7/22/14

Signature of Sponsor

Title

Date

6/27/2014

Asst. Supt. of Business Services

Sales & Marketing Director,
D.A.

Date

Make checks payable to: DISCIPLINE ASSOCIATES, PO Box 20481, Rochester, NY 14602.
Please print, sign and fax this agreement back to us at (585) 292-5545 or mail it.

BRIAN MENDLER

Biographical Information

Brian Mendler is a certified K-12 and special education teacher with extensive experience working with challenging students in general ed, self-contained, and inclusion settings. As an Adjunct Professor at St. John Fisher College in Rochester, NY, he teaches Behavior Management, and Introduction to Special Education. In addition, he provides staff development training for K-12 educators and youth service workers throughout North America and Europe with the focus on how to be successful with even the most difficult students. Mr. Mendler has recently authored a book titled, *The Taming of the Crew*. The book provides educators with easy to use strategies for preventing and responding to difficult, disruptive, defiant and unmotivated behavior. He has also co-authored three books, *Strategies for Successful Classroom Management, Power Struggles 2nd Edition*, and the best seller *Discipline With Dignity 3rd Edition: New Challenges, New Solutions*.

Brian continues to volunteer with the Big Brothers/Big Sisters and Special Olympics programs.

TRAINING INFORMATION SHEET

DATE & TIMES:

Dates(s) of Training	August 28, 2014 Through one day		
Training Hours	Start Time: 1:00 p.m.	End Time: 6:00 p.m.	
Set-up:	<input type="checkbox"/> Theater <input checked="" type="checkbox"/> Classroom (preferred) <input type="checkbox"/> Rounds Other:		
Number of Breaks:	1	Time(s):	
Time for Lunch:	(Dinner - 4:30 p.m.)		Served onsite? <input checked="" type="radio"/> YES or <input type="radio"/> NO

PLACE OF WORKSHOP:

Name of Location	Lindhurst High School
Street Address	4446 Olive Avenue
City/State/Zip	Olivehurst, CA 95961
Phone Number	(530) 741-6150 x 2505

ANTICIPATED NUMBER OF PARTICIPANTS:

Number of Administrators	3	Number of Special Ed Teachers	8
Number of Secondary Teachers	53	Number of Primary Teachers	
Number of Support Personnel		Other	
Total Number of workshop attendees		56	

HOTEL & ON-SITE TRANSPORTATION (to be suggested by the organizer):

Hotel Name	Four Points by Sheraton		
Street Address	4900 Duckhorn Drive		
City/State/Zip	Sacramento, CA 95834		
Phone Number	(916) 263-9000		
Will on-site transportation (i.e. rental car) be needed?			<input checked="" type="radio"/> YES or <input type="radio"/> NO
If YES: Rental Car Company:		Confirmation#	
If NO, who will meet the trainer at the airport gate upon flight arrival?	Name: Title: Cell Phone: Home/work Phone:		
In case of an EMERGENCY or the need for last minute communication, please provide:	Contact Name: Christine Vahldick	Cell Phone: 707 599 4972 School Phone: 530 741-6150 x2505	

Email completed forms to: jon.crabbe@disciplineassociates.com OR Fax to 585-292-5545
 Mail To: DISCIPLINE ASSOCIATES, PO Box 20481, Rochester, New York 14602.



June 19, 2014

Ryan:

We are requesting that you and the board review the enclosed contract for approval and signature. The purpose of this contract is to bring in Brian Mindler to work with our staff on motivating and managing hard to reach, uninterested and disruptive students in August. Myself and Christine Vahldick had the opportunity to see Brian two summers ago and we feel this training will dovetail nicely with the currently PBIS shift.

If you have any questions please feel free to contact me, 530-701-6770. Since it is summer, it is easier to reach me by cell phone.

Respectfully,

A handwritten signature in cursive script, appearing to read "Bob Eckardt".

Bob Eckardt, Principal

Lindhurst High School

MEMORANDUM OF UNDERSTANDING

Agreement EMS # 0676



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:	Services provided by:
Becky Sullivan	Lois Mendoza
(916) 228-2220	(916) 228-2632
<u>bsullivan@scoe.net</u>	<u>lmendoza@scoe.net</u>
2. Provide nineteen days of ELA site-based support at Cedar Lane Elementary. Support includes:
 - Staff training days
 - Instructional Rounds Facilitation
 - Grade-level Articulation Meetings
 - Walkthroughs with Principal
 - a. See Exhibit A for schedule details
 - b. Location of the service
 - Cedar Lane Elementary School
 - 841 Cedar Lane
 - Olivehurst, CA 95961
3. Provide an evaluation of services.
4. Provide table supplies.
5. Provide training materials. All instructional materials provided by SCOE are copyrighted.
6. Invoice District upon completion of services to:
 - Marysville Joint Unified School District
 - 1919 B Street
 - Marysville, CA 95901

MEMORANDUM OF UNDERSTANDING, Agreement EMS # 0676

District agrees to:

1. Provide a primary contact person for all work under this MOU.
Jill Segner, Principal
(530) 741-6112
jsegner@mjUSD.com
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.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

Fee Structure:

- a. Flat fee of \$16,000.00
- b. **Estimated Total: \$16,000.00**

Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

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

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

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

Marysville Joint Unified School District
Dr. Gay Todd
Superintendent

Signature  Date 7/1/14

Signature _____ Date _____

MEMORANDUM OF UNDERSTANDING, Agreement EMS # 0676

Exhibit A

**Cedar Lane Elementary School
ELA Support 2014-2015 School Year**

Day	Date	Grade Level	Purpose	Sequence for Articulation
			Yearlong Focus: READING ▪ Visible Learning ▪ Structured Collaboration	
1	August 12	ALL Staff	▪ How to Use SIPPS	▪ Use collected data to groups students for intervention ▪ Understand levels of SIPPS ▪ Experience Routines
2	Sept 10	Principal	Walkthrough	
3	Sept. 16	K/1, 2/3	Grade-level Articulation Meetings	Work on structuring collaborations for ELA and Math
4	Sept. 17	4/5/6		
5	Sept 18	IR Team	Instructional Rounds Facilitation	Rounds #1
6	Sept. 23			
7	Oct. 14	K/1, 2/3	Grade-level Articulation Meetings	Look at ELD Standards
8	Oct. 15	4/5/6		
9	Nov. 10	ALL Staff	Buyback Day	ELD – Let's Talk ELD – Let's Talk Some more
10	Nov. 12	Principal	Walkthrough	
11	Dec. 16	K/1, 2/3	Grade-level Articulation Meetings	TBD
12	Dec. 17	4/5/6		
13	Jan. 13	K/1, 2/3	Grade-level Articulation Meetings	TBD
14	Jan. 14	4/5/6		
15	Feb. 2	Principal	Walkthrough	
16	Feb. 17	K/1, 2/3	Grade-level Articulation Meetings	TBD
17	Feb. 18	4/5/6		
18	Feb. 19	IR Team	Instructional Rounds Facilitation	Rounds #2
19	Feb. 24			



Marysville Joint Unified School District

Browns Valley Elementary School



Lisa Goodman, Principal

9555 Browns Valley School Road, Browns Valley, CA 95918

The 2014-15 School-Parent Compact outlines how the school, parents, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve high academic standards.

Browns Valley Elementary School will ensure students' success in the following ways:

- Provide high-quality curriculum and instruction aligned to the Common Core State Standards in a positive, safe, supportive, and effective learning environment.
- Provide appropriate professional development to improve teaching and learning to support collaborative partnerships with families and the community.
- Maintain open two-way communication between the home and school. Newsletters and the School Messenger provide parents up-to-date information and opportunities to strengthen relationships. Back-to-School Night, Open House, and other family events welcome parents and the community onto campus.
- Consult with parents in meaningful dialogue about individual student's achievement through annual parent-teacher conferences. Teachers are also available to meet with parents by appointment throughout the school year.
- Welcome parents to be a part of their child's education by volunteering and participating in their child's class, observing classroom activities, or helping with extra-curricular activities at the school. Please contact the principal for additional ways to become involved.

Administrator's Signature: _____ Date: _____

As parents, we will support our child's learning in the following ways:

- Ensure my child attends school every day and is on time.
- Provide a quiet time and place for homework to be completed.
- Monitor amount of television my child watches.
- Volunteer in my child's classroom.
- Participate in decisions relating to my child's education.
- Stay informed about my child's education and communicate with the school by reading all notices received from the school or district and respond as appropriate.
- Regularly monitor my child's progress in school.
- Serve on school advisory or policy groups, if possible.

Parent Signature: _____ Date: _____

As a student, I will share the responsibility to improve our academic achievement in the following ways:

- Come to school ready to learn and work hard.
- Do my homework every day and ask for help when I need to.
- Limit television watching and read every day outside of school.
- Give my parents or guardian all notices and information received at school.
- Know and follow school and class rules.
- Be responsible for my own behavior.

Student Signature: _____ Date: _____



Marysville Joint Unified School District
Cordia Elementary School

Lisa Goodman, Principal
2830 Highway 20 Marysville, CA 95901

The 2014-15 School-Parent Compact outlines how the school, parents, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve high academic standards.

Cordia Elementary School will ensure students' success in the following ways:

- Provide high-quality curriculum and instruction aligned to the Common Core State Standards in a positive, safe, supportive, and effective learning environment.
- Provide appropriate professional development to improve teaching and learning to support collaborative partnerships with families and the community.
- Maintain open two-way communication between the home and school. Newsletters and the School Messenger provide parents up-to-date information and opportunities to strengthen relationships. Back-to-School Night, Open House, and other family events welcome parents and the community onto campus.
- Consult with parents in meaningful dialogue about individual student's achievement through annual parent-teacher conferences. Teachers are also available to meet with parents by appointment throughout the school year.
- Welcome parents to be a part of their child's education by volunteering and participating in their child's class, observing classroom activities, or helping with extra-curricular activities at the school. Please contact the principal for additional ways to become involved.

Administrator's Signature: _____ Date: _____

As parents, we will support our child's learning in the following ways:

- Ensure my child attends school every day and is on time.
- Provide a quiet time and place for homework to be completed.
- Monitor amount of television my child watches.
- Volunteer in my child's classroom.
- Participate in decisions relating to my child's education.
- Stay informed about my child's education and communicate with the school by reading all notices received from the school or district and respond as appropriate.
- Regularly monitor my child's progress in school.
- Serve on school advisory or policy groups, if possible.

Parent Signature: _____ Date: _____

As a student, I will share the responsibility to improve our academic achievement in the following ways:

- Come to school ready to learn and work hard.
- Do my homework every day and ask for help when I need to.
- Limit television watching and read every day outside of school.
- Give my parents or guardian all notices and information received at school.
- Know and follow school and class rules.
- Be responsible for my own behavior.

Student Signature: _____ Date: _____

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Lindhurst High School School-Parent Compact

The 2014-15 School-Parent Compact outlines how the school, parents, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve high academic standards.

Lindhurst High School will ensure students' success in the following ways:

- Provide high-quality curriculum and instruction aligned to the California Content Standards in a positive, safe, supportive, and effective learning environment.
- Provide appropriate professional development to improve teaching and learning to support collaborative partnerships with families and the community.
- Maintain open two-way communication between the home and school. Monthly newsletters provide parents up-to-date information and opportunities to strengthen relationships. Back-to-School Night, Parent Summit, and Open House welcome parents and the community onto campus.
- Consult with parents in meaningful dialogue about individual student's achievement. Teachers are available to meet with parents by appointment throughout the school year.
- Welcome parents to be a part of their child's education by volunteering and participating in their child's class, observing classroom activities, or helping with extra-curricular activities at the school. Please contact the principal for additional ways to become involved.

Administrator Signature: _____

Date: _____

As parents, we will support our child's learning in the following ways:

- Ensure my child attends school every day and is on time.
- Provide a quiet time and place for homework to be completed.
- Monitor amount of television my child watches.
- Volunteer in my child's classroom.
- Participate in decisions relating to my child's education.
- Stay informed about my child's education and communicate with the school by reading all notices received from the school or district and respond as appropriate.
- Regularly monitor my child's progress in school.
- Serve on school advisory or policy groups.

Parent Signature: _____

Date: _____

As a student, I will share the responsibility to improve our academic achievement in the following ways:

- Come to school ready to learn and work hard.
- Do my homework every day and ask for help when I need to.
- Limit television watching and read every day outside of school.
- Give my parents or guardian all notices and information received at school.
- Know and follow school and class rules.
- Be responsible for my own behavior.

Student Signature: _____

Date: _____

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Browns Valley Elementary School School-Level Parental Involvement Policy 2014-15

Browns Valley Elementary School has developed a written Title I parent involvement policy with input from Title I parents. This was accomplished through our Site Council and Parent Teacher Association meetings consisting of representatives from each group. The policy was distributed to parents of Title I students and can be accessed through a link on our school website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents

To involve parents in the Title I program at Browns Valley School, the following practices have been established:

1. The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the rights of parents to be involved in the Title I program. This occurs at our Site Council, Parent Teacher Association, and Back-to-School Night meetings.
2. The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening. Our Parent Teacher Association meets monthly and the Site Council at least 6 times per year. The dates and times vary to accommodate parents' schedules.
3. The school involves parents of Title I students in an organized, ongoing, and timely way in the planning, review, and improvement of the school's Title I programs and the Title I Parental Involvement Policy. This is an ongoing process shared by the Site Council and the Parent Teacher Association. As part of our continuous improvement process, we consistently monitor how Title I funding is spent and the impact on student achievement.
4. The school provides parents of Title I students with timely information about Title I programs. Information about Title I programs is shared with parents in many different ways. These include Parent Teacher Association monthly meetings, Site Council meetings, the beginning of the year Back-to-School Night, website information, monthly parent newsletters and notes home, and through the School Messenger phone system.
5. The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet. Parents are given information about curriculum, assessments, and achievement expectations initially during our beginning of the year Back-to-School Night. Ongoing information is shared during PTA and Site Council meetings, through website information and monthly newsletters, and during awards rallies. Parent teacher conferences are held twice a year, which gives parents and teachers an opportunity to discuss each child's academic progress.
6. If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children. Parents know that they may request a parent teacher conference at any time to discuss concerns related to their child's education. Teachers send regular progress reports home and parents are able to regularly access progress reports on-line. A formal process called a Student Study Team meeting is another way that parents are able to work with a

team of teachers to brainstorm and create an action plan to help students be more successful.

School-Parent Compact

Browns Valley Elementary School distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

1. The school's responsibility to provide high-quality curriculum and instruction.
2. The ways parents will be responsible for supporting their children's learning.
3. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences, frequent reports on student progress, access to staff, and opportunities for parents to volunteer and participate in their child's class and opportunities to observe classroom activities.

Through meetings of our Parent Teacher Association group and School Site Council, which all parents are invited to and encouraged to attend, the participants discussed and created a School-Parent Compact representative of our students' needs.

Building Capacity for Involvement

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

1. The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children. Parents are given information about curriculum, assessments, and achievement expectations initially during our beginning of the year Back-to-School Night. Ongoing information is shared during PTA and Site Council meetings, through website information and monthly newsletters, and during awards rallies. Parent teacher conferences are held twice a year, which gives parents and teachers an opportunity to discuss each child's academic progress. Teachers send regular progress reports home and parents are able to regularly access progress reports on-line. Parent trainings and curriculum nights are also offered to build a stronger home/school connection.
2. The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement. Parent trainings and curriculum nights are offered in the evenings to support parents and present ways to help to home. Teachers also provide critical information about how to improve academics through homework packets, during parent conferences, and Back-to-School Night. Ideas are also shared during Parent Advisory Council meetings, through newsletters and the school website.
3. With the assistance of Title I parents, the school educates staff members about the value of parent contributions and in how to work with parents as equal partners. Parents are seen as true partners in education as evidenced by the number of volunteers. Parents and teachers work together through shared responsibility to positively impact student achievement. Ideas are shared during parent conferences, Back-to-School Night and Open House, PTA and Site Council meetings, Parent Advisory Council meetings, school-related activities, and during staff meetings.

4. The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. Information about community programs and resources is sent home on a regular basis and through the School Messenger phone system. Community agencies work hand in hand with the PTA and parent volunteers and come to school often to share information about the resources that are available. This typically occurs when there are large gatherings of parents such as Back-to-School Night, Open House, and PTA-sponsored activities. Community agencies are also invited to attend PTA and Site Council meetings, as well as Student Study Team meetings.
5. The school distributes information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parent understands. Information is sent home to parents in English and through School Messenger phone calls. The School Messenger phone system is also capable of sending messages in Spanish. The information can also be found on our school website accessed through the Marysville Joint Unified webpage. Through our Parent Teacher Association, Site Council, Parent Teacher Conferences, Back-to-School Night, and Open House Night, information is distributed as well. When needed, translators are provided to make sure that all parents have equal opportunity and accessibility.
6. The school provides support for parental involvement activities requested by Title I parents. The Parent Teacher Association is committed to providing parent involvement activities throughout the year. The teachers, being members of this group, work collaboratively with the PTA to provide ongoing support so that all parents can be involved at some level.

Accessibility

Browns Valley Elementary School provides opportunities for all Title I parents to participate, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language parents understand. Information is sent home to parents in English and through the School Messenger phone system. School Messenger also has the capability of sending information in Spanish. The information can also be found on our school website accessed through the Marysville Joint Unified webpage. Through our Parent Teacher Association, Site Council, Parent Teacher Conferences, Back-to-School Night, and Open House Night, information is distributed as well. Translators are provided, if there is a need to make sure that all parents have equal opportunity and accessibility.



Cordua Elementary School School-Level Parental Involvement Policy 2014-15

Cordua Elementary School has developed a written Title I parent involvement policy with input from Title I parents. This was accomplished through our Site Council and Parent Teacher Organization meetings consisting of representatives from each group. The policy was distributed to parents of Title I students and can be accessed through a link on our school website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents

To involve parents in the Title I program at Cordua School, the following practices have been established:

1. The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the rights of parents to be involved in the Title I program. This occurs at our Site Council, Parent Teacher Organization, and Back-to-School Night meetings.
2. The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening. Our Parent Teacher Organization meets monthly and the Site Council at least 6 times per year. The dates and times vary to accommodate parents' schedules.
3. The school involves parents of Title I students in an organized, ongoing, and timely way in the planning, review, and improvement of the school's Title I programs and the Title I Parental Involvement Policy. This is an ongoing process shared by the Site Council and the Parent Teacher Organization. As part of our continuous improvement process, we consistently monitor how Title I funding is spent and the impact on student achievement.
4. The school provides parents of Title I students with timely information about Title I programs. Information about Title I programs is shared with parents in many different ways. These include Parent Teacher Organization monthly meetings, Site Council meetings, the beginning of the year Back-to-School Night, website information, monthly parent newsletters and notes home, and through the School Messenger phone system.
5. The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet. Parents are given information about curriculum, assessments, and achievement expectations initially during our beginning of the year Back-to-School Night. Ongoing information is shared during PTO and Site Council meetings, through website information and monthly newsletters, and during awards rallies. Parent teacher conferences are held twice a year, which gives parents and teachers an opportunity to discuss each child's academic progress.

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6. If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children. Parents know that they may request a parent teacher conference at any time to discuss concerns related to their child's education. Teachers send regular progress reports home and parents are able to regularly access progress reports on-line. A formal process called a Student Study Team meeting is another way that parents are able to work with a team of teachers to brainstorm and create an action plan to help students be more successful.

School-Parent Compact

Cordua Elementary School distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

1. The school's responsibility to provide high-quality curriculum and instruction.
2. The ways parents will be responsible for supporting their children's learning.
3. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences, frequent reports on student progress, access to staff, and opportunities for parents to volunteer and participate in their child's class and opportunities to observe classroom activities.

Through meetings of our Parent Teacher Organization group and School Site Council, which all parents are invited to and encouraged to attend, the participants discussed and created a School-Parent Compact representative of our students' needs.

Building Capacity for Involvement

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

1. The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children. Parents are given information about curriculum, assessments, and achievement expectations initially during our beginning of the year Back-to-School Night. Ongoing information is shared during PTO and Site Council meetings, through website information and monthly newsletters, and during awards rallies. Parent teacher conferences are held twice a year, which gives parents and teachers an opportunity to discuss each child's academic progress. Teachers send regular progress reports home and parents are able to regularly access progress reports on-line. Parent trainings and curriculum nights are also offered to build a stronger home/school connection.
2. The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement. Parent trainings and curriculum nights are offered in the evenings to support parents and present ways to help to home. Teachers also provide critical information about how to improve academics through homework packets, during parent conferences, and Back-to-School Night. Ideas are also shared during Parent Advisory Council meetings, through newsletters and the school website.
3. With the assistance of Title I parents, the school educates staff members about the value of parent contributions and in how to work with parents as equal partners. Parents are seen

as true partners in education as evidenced by the number of volunteers. Parents and teachers work together through shared responsibility to positively impact student achievement. Ideas are shared during parent conferences, Back-to-School Night and Open House, PTO and Site Council meetings, Parent Advisory Council meetings, school-related activities, and during staff meetings.

4. The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. Information about community programs and resources is sent home on a regular basis and through the School Messenger phone system. Community agencies work hand in hand with the PTO and parent volunteers and come to school often to share information about the resources that are available. This typically occurs when there are large gatherings of parents such as Back-to-School Night, Open House, and PTO-sponsored activities. Community agencies are also invited to attend PTO and Site Council meetings, as well as Student Study Team meetings.
5. The school distributes information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parent understands. Information is sent home to parents in English and through School Messenger phone calls. The School Messenger phone system is also capable of sending messages in Spanish. The information can also be found on our school website accessed through the Marysville Joint Unified webpage. Through our Parent Teacher Organization, Site Council, Parent Teacher Conferences, Back-to-School Night, and Open House Night, information is distributed as well. When needed, translators are provided to make sure that all parents have equal opportunity and accessibility.
6. The school provides support for parental involvement activities requested by Title I parents. The Parent Teacher Organization is committed to providing parent involvement activities throughout the year. The teachers, being members of this group, work collaboratively with the PTO to provide ongoing support so that all parents can be involved at some level.

Accessibility

Cordua Elementary School provides opportunities for all Title I parents to participate, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language parents understand. Information is sent home to parents in English and through the School Messenger phone system. School Messenger also has the capability of sending information in Spanish. The information can also be found on our school website accessed through the Marysville Joint Unified webpage. Through our Parent Teacher Association, Site Council, Parent Teacher Conferences, Back-to-School Night, and Open House Night, information is distributed as well. Translators are provided, if there is a need to make sure that all parents have equal opportunity and accessibility.

McKenney Intermediate School-Level Parental Involvement Policy

McKenney Intermediate has developed a written Title I parent involvement policy with input from Title I parents. This was accomplished through our Site Council and Parent Teacher Student Organization meetings consisting of representative from each group. The policy was distributed to parents of Title I students. The policy is sent home to parents and can be accessed through a link on our School website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents

To involve parents in the Title I program at McKenney Intermediate, the following practices have been established:

1. The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. This occurs at our annual Title I parent meeting, Site Council, Parent Teacher Student Organization, and Back-to-School Night meeting.
2. The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening. Our Parent Teacher Student Organization meets monthly and Site Council four times per year.
3. The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I Parental Involvement Policy.
 - a. Parent Teacher Student Organization monthly meeting
 - b. Site Council Meetings
 - c. Beginning of the Year Back-to-School Night
 - d. Website Information
 - e. Monthly Parent Newsletters
 - f. Title I Parent meeting
4. The school provides parents of Title I students with timely information about Title I programs.
 - a. Title I Parent Meeting
 - b. Parent Teacher Student Organization monthly meeting
 - c. Site Council Meetings
 - d. Beginning of the Year Back-to-School Night
 - e. Website Information
 - f. Monthly Parent Newsletters
5. The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
 - a. Title I Parent Meeting
 - b. Open House Night
 - c. Parent Teacher Student Organization monthly meeting
 - d. Site Council Meetings
 - e. Beginning of the Year Back-to-School Night
 - f. Website Information
 - g. Monthly Parent Newsletters
6. If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

- a. Parent Teacher Student Organization monthly meeting
- b. Site Council Meetings
- c. Beginning of the Year Back-to-School Night
- d. Website Information
- e. Monthly Parent Newsletters

School-Parent Compact

McKenney Intermediate distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

1. The school's responsibility to provide high-quality curriculum and instruction.
2. The ways parents will be responsible for supporting their children's learning.
3. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences, frequent reports on student progress, access to staff, and opportunities for parents to volunteer and participate in their child's class, and opportunities to observe classroom activities.

Through meetings of our Parent Teacher Student Organization group and School Site Council Meetings which all parents are invited to and encouraged to attend the participants discussed and created a School-Parent Compact representative of our students needs.

Building Capacity for Involvement

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

1. The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
 - a. Open House Night
 - b. Parent Teacher Student Organization monthly meetings
 - c. Site Council Meetings
 - d. Beginning of the Year Back-to-School Night
 - e. Website Information
 - f. Monthly Parent Newsletters
2. The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement.
 - a. Open House Night
 - b. Parent Teacher Student Organization monthly meeting
 - c. Site Council Meetings
 - d. Beginning of the Year Back-to-School Night
 - e. Website Information
 - f. Monthly Parent Newsletters
 - g. Love and Logic and other training opportunities
 - h. District trainings and Offerings
 - i. Parent Advisory Council Meetings
3. With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.
 - a. Open House Night

- b. Parent Teacher Student Organization monthly meetings
 - c. Site Council Meetings
 - d. Beginning of the Year Back-to-School Night
 - e. Website Information
 - f. Monthly Parent Newsletters
 - g. District Trainings and Offerings
 - h. Parent Advisory Council Meetings
4. The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
- a. Open House Night
 - b. Parent Teacher Student Organization monthly meeting
 - c. Site Council Meetings
 - d. Beginning of the Year Back-to-School Night
 - e. Website Information
 - f. Monthly Parent Newsletters
 - g. District Trainings and Offerings
 - h. Parent Advisory Council Meetings
5. The school distributes information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parent understands. Information is sent home to parents in English. The information can also be found on our school website accessed through the Marysville Joint Unified webpage. Through are Parent Teacher Student Organization, Site Council, Parent Teacher conferences, Back-to-School Night, and Open House Night, information is distributed as well.
6. The school provides support for parental involvement activities requested by Title I parents.
- a. Open House Night
 - b. Parent Teacher Student Organization monthly meeting
 - c. Site Council Meetings
 - d. Beginning of the Year Back-to-School Night
 - e. Website Information
 - f. Monthly Parent Newsletters
 - g. District Trainings and Offerings
 - h. Parent Advisory Council Meetings

Accessibility

McKenney Intermediate provides opportunities for all Title I parents to participate, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language parents understand.

- a. Open House Night
- b. Parent Teacher Student Organization monthly meeting
- c. Site Council Meetings
- d. Beginning of the Year Back-to-School Night
- e. Website Information
- f. Monthly Parent Newsletters
- g. District Trainings and Offerings
- h. Parent Advisory Council Meetings

Lindhurst High School School-Level Parental Involvement Policy

Lindhurst High School has developed a written Title I parent involvement policy with input from Title I parents. This was developed with the input of parents solicited from our regularly scheduled ELAC meetings, Site Council meetings and general parent information night meetings. The policy was distributed to parents of Title I students. This policy is attached in student/parent handbook, posted on our website and distributed at our annual Title I meeting. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents

To involve parents in the Title I program at Lindhurst High School, the following practices have been established:

1. The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. During the month of September we have a back to school information night in which explanation, description and areas of input for our Title I program are discussed. The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
2. The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I Parental Involvement Policy. Lindhurst High School's Title I program is reviewed and informally evaluated on a monthly basis through the site council and staff meetings and formally a summative evaluation yearly at the end of the year.
3. The school provides parents of Title I students with timely information about Title I programs. Through the front office and counseling office a variety of literature is made available explaining what is available through Title I services.
4. The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet. Within the goals in our Site Plan specific academic goals and benchmarks are established. This is a published, public document. Criteria and measures for monitoring these goals are also clearly outlined.
5. If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children. At any time parents can request parent/teacher conferences, attend site council meetings or ELAC meetings in which the education and support of students at Lindhurst High School is regularly discussed.

School-Parent Compact

Lindhurst High School distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

1. The school's responsibility to provide high-quality curriculum and instruction.
2. The ways parents will be responsible for supporting their children's learning.
3. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences, frequent reports on student progress, access

to staff, opportunities for parents to volunteer and participate in their child's class, and opportunities to observe classroom activities.

Lindhurst High School developed our school-parent compact with the input of parents solicited from our regularly scheduled ELAC meeting, Site Council meetings and general parent information night meetings. The policy was distributed to parents of Title I students. This policy is attached in student/parent handbook, posted on our website and distributed at our annual Title I meeting.

Building Capacity for Involvement

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

1. The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children. Lindhurst High School staff provides opportunities for parents to meet one on one with staff as well as get trained on using the "Parent Portal", a program in which parents can access students daily grades, attendance and graduation status. Also, multiple parent meetings are held to update, inform and provide input to parents regarding changes such as the shift to Common Core and Smarter Balanced testing.
2. The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement. The "Parent Portal" links parents to education and provides easy access to grades, attendance and graduation status. Meetings are held to keep parents updated on the educational program and opportunities for parents to engage in their children's educational journey.
3. With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners. Lindhurst High School provides several forums during the year including our Title I meeting at the beginning of the year as well as our Site Council meetings and ELAC meetings.
4. The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children. Our counseling office has computers for parental access and provides time to work with parents to help educate them on where to look for student resources. In addition, we hold parent information nights specifically designed to inform our parents what is out there and how to access it for their students.
5. The school distributes information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parent understands. Information sent out to parents via printed media or vocal messages goes out in our two required languages, English and Spanish.
6. The school provides support for parental involvement activities requested by Title I parents. Through the use of the administration and counseling, support is provided to all parents who are looking to help their students either academically or socially.

Accessibility

Lindhurst High School provides opportunities for all Title I parents to participate, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language parents understand. Documents and information is sent out in English and Spanish and at our regularly scheduled ELAC meeting this information is gone over, explained and guidance is given as to what to look for and expectations.

California Department of Education

Marysville Joint Unified (58 72736 0000000)

Consolidated Application

Status: Certified
Saved by: Jami Larson
Date: 6/30/2014 3:41 PM

2014-15 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/cal/>.

State Board of Education approval date	7/11/2003
LEA Plan Web page	www.mjusd.com

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Gay Todd
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/30/2014

(Board approved on 7/22/14)

California Department of Education

Marysville Joint Unified (58 72736 0000000)

Consolidated Application

Status: Certified
Saved by: Jami Larson
Date: 6/30/2014 2:59 PM

2014-15 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Gay Todd
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/30/2014
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

California Department of Education

Marysville Joint Unified (58 72736 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Jami Larson
Date: 7/1/2014 2:05 PM**2014-15 Application for Funding****CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/22/2014
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Cesar Gomez
DELAC review date	03/05/2014
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

California Department of Education

Marysville Joint Unified (58 72736 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Jami Larson
Date: 7/1/2014 2:05 PM**2014-15 Application for Funding****CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

June 27th, 2014

To: Personnel
MJUSD
1919 B Street
Marysville, CA 95901

MJUSD
Personnel Dept.
JUN 27 2014
RECEIVED

From: Becky Browning
23254 Pleasant Valley Rd.
North San Juan, CA 95960

To Whom It May Concern:

I am writing this letter to inform you that I will not be returning to Marysville Charter Academy of the Arts in the fall of 2014. I have recently accepted position at Lyman Gilmore in Grass Valley. If you have any questions or need to contact me you can reach me at (530) 605-9069 or bbrowning5678@icloud.com.

Thank you,


Becky Browning

June 16, 2014

Marysville Unified School District

1919 B St., Marysville, CA 95901

MJUSD
Personnel Dept.
JUN 16 2014



RECEIVED

Dear Gay Todd

Please accept this letter as a notice of my resignation as an employee of Marysville School District. I have chosen to resign from my job as a Math RSP teacher at Marysville High School. This will be my two week's notice and will not be returning in the fall.

I appreciate the professional development and growth from Marysville School District. I have met many helpful individuals at this district that have encouraged me throughout my two years here. I hope that we will continue our relationship as I move forward in my career.

I wish you and Marysville High School continued growth and success in the future.

Sincerely,



Amanda Campos

JUN 19 2014

To whom, it may concern

RECEIVED

6/19/2014

Effect as of 6/16/14, I Christina M. Bills will be regretfully resigning my position. Thank you for the opportunity to work for M.J.U.S.D. for the last 9 year

Christina M. Bills

Christina M. Bills

Michael Garbett
1125 Broken Spur Way
Plumas Lake, CA 95961

June 27, 2014

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

MJUSD
Personnel Dept.
JUN 27 2014
RECEIVED



Dear Mr. Carreón:

I would like to inform you that I am resigning from my position as Computer Specialist, as I have accepted other employment. My last day of work will be July 17, 2014.

Thank you for the opportunities for professional and personal development that you have provided me during the last eight years. I have been fortunate to work with many staff members throughout the district and to have worked closely with my amazing colleagues, team members and friends in the Technology Department. Their leadership, camaraderie, and humor will truly be missed.

Sincerely,



Michael Garbett

July 1, 2014

This letter is to inform you that I am resigning from my position as custodian at Kynoch School.
July 18, 2014 will be last day of work.

Thank you

Otilia Rizo

Otilia Rizo

MJUSD
Personnel Dept.
JUL 01 2014

RECEIVED

[Handwritten mark]

(6/23/2014)

Dear Mrs. Vette,

Please accept this letter as my resignation, effective immediately. My husband and I will be moving to another state due to his military career.

Respectfully,
Sarah Walz
Sarah Walz

MJUSD
Personnel Dept.

JUN 24 2014

RECEIVED

FACILITIES TECHNICIAN

JOB SUMMARY: Under direct supervision of the Facilities Department administrator. Primary duties are to manage facility project (modernization, new construction, deferred maintenance, energy-related improvements) documents and recordkeeping in an accurate and timely manner and to provide general clerical support to the operation of the department through a broad and complex range of operational and programmatic responsibilities and functions. Relieves the administrator of a wide variety of office and administrative duties by planning, organizing, supervising, and participating in assigned office operations; assumes some office management responsibilities; performs related work as required. When required, interfaces with designers, inspectors, contractors and other service providers.

ESSENTIAL FUNCTIONS (include but not limited to):

1. Oversee department office activities.
2. Prepare report drafts by researching, compiling and assembling information and data.
3. Manage and maintain appropriate documentation and records of the District's facilities program.
4. Review budgetary and financial data; monitor expenditures in accordance with established guidelines; utilize computer spreadsheet software programs.
5. Assist in the review and development of the District Facilities Master Plan, the District Deferred Maintenance Plan and the District Energy Conservation Plan.
6. Assist in gathering information related to growth projections to accommodate present and future educational needs; enrollment projections, boundary changes, monitoring of development plans and other related issues.
7. Work effectively with Cabinet, community members, District staff, consultants, city and county officials, the Office of Public School Construction, the Division of the State

Architect, and other representatives of public or private agencies.

8. Provide support in the areas of land acquisition, negotiation with developers, including mitigation agreements.
9. Act as liaison to other public or private agencies.
10. Arrange committee and other meetings within the District and community, and attend in order to take minutes and prepare summaries.
11. Process applications and coordinate facility usage in accordance with District policy and procedures.
12. Communicate effectively with public through various media both orally and in writing.
13. Act as representative for the facilities administrator in his or her absence.
14. Receive complaints and takes appropriate steps to see that they are addressed.
15. Handle routine office duties.
16. Maintain attendance records for staff.

EMPLOYMENT STANDARDS:

Required:

1. High school diploma (or equivalent) with two years of facilities, construction or related industry experience.
2. Possession of valid California driver's license.
3. Broad and increasingly responsible secretarial or clerical experience emphasizing experience in an educational setting.
4. Terms, practices and procedures used in the planning, design, construction, rehabilitation, remodeling, maintenance, and operation of school buildings and facilities.

Desirable:

Knowledge of:

1. Basic functions and clerical operations of a school district.
2. Office methods, procedures, and equipment.
3. Knowledge of California school construction methods.

Ability to:

1. Follow written and oral instructions.
2. Computer Proficiency (Microsoft Office Package).
3. Learn, interpret, and apply school district policies, laws, rules and regulations, and to apply them with good judgment in a variety of procedural matters without immediate supervision.
4. Ability to work in a team environment.
5. Ability to follow direction.
6. Strong time management, interpersonal, organizational and communication skills.
7. Ability to communicate accurate and complete status reports.
8. Ability to meet standards of professional attitude and personal conduct.
9. Ability to analyze problems and develop effective action plans.
10. Assist in and prepare clear and concise comprehensive narrative and statistical reports.
11. Knowledge of bidding in Public School District's in CA.
12. Ethical standards relevant to public school districts in California.
13. Plan and organize work.
14. Deal effectively with a wide variety of personalities and situations requiring tact, judgment, and poise.
15. Obtain and maintain a valid California driver's license.

Board Approved:

A stylized, handwritten signature in black ink, possibly reading "SC" or a similar monogram.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CATEGORICAL PROGRAMS TECHNICIAN

JOB SUMMARY:

Under the supervision of the Director of Categorical Programs, the Categorical Programs Technician shall perform a variety of complex and specialized record keeping duties associated with processing and analyzing transactions and budget monitoring related to state and federal programs, grants, and career technical education programs. The Categorical Programs Technician shall be responsible for general ledger and/or special fund maintenance, compilation of fiscal data, and preparation and submission of required reports. The position shall analyze relevant data to prepare and submit reports of costs and analysis.

ESSENTIAL FUNCTIONS (include but not limited to):

- 1) Serves as a categorical budget resource to school sites and program administrators working with state and federal entitlement programs (such as Title I, Title II, and Title III), grants, and career technical education programs.
- 2) Provides categorical accounting systems support to school sites and program administrators.
- 3) Verifies accuracy and appropriateness of amounts, posts transactions onto a computerized data entry program supporting the District's accounting system. Use or develop a system that allows the tracing of transactions to source documents to determine discrepancies.
- 4) Ensures accurate financial categorical accounting through required periodic reports.
- 5) Assists in the budget planning, development, allocation, and maintenance process of state and federal entitlement programs, grants, and career technical education programs.
- 6) Reviews, analyzes, and processes categorical budget adjustments as needed.
- 7) Ensures that pre-established accounting controls are applied to fund accounts and special accounts according to generally accepted accounting principles.
- 8) Reviews and analyzes categorical transactions processed by school sites for accuracy, proper account coding or classification, and allocation.

- 9) Makes recommendations to sites on budget transfers and/or allowable expenditures.
- 10) Prepares accounting reports documenting adjustments to account balances detailing the transaction trail for audit purposes. Assists auditors and other authorized agencies with review of financial records and transactions.
- 11) Monitors the California Department of Education fiscal websites to ensure categorical allocations are accurate and reflected appropriately in budget.
- 12) Compiles and enters financial information for mandated categorical programs and grant reports.
- 13) Prepares labor distribution reports to reconcile time and effort accounting.
- 14) Performs periodic salary projections (encumbrances) in the financial software system. Works closely with the Personnel Department and school sites to ensure Position Control within categorical programs is accurate and current.
- 15) Works with the Purchasing Department to ensure categorical asset reporting is accurate and current.
- 16) Prepares requisitions for appropriate categorical expenditures.
- 17) Provides backup clerical support to the Categorical Department.
- 18) Disseminates information through proper channels of authority.
- 19) Performs related duties as assigned that support the overall objective of the position and the Categorical Department.
- 20) Serves as a financial liaison between the Accounting/Budget Department and the Categorical Programs Department.
- 21) Other duties as assigned.

EMPLOYMENT STANDARDS:

Required:

Completion of two years of higher level education with emphasis in bookkeeping/accounting and three years of experience in a production accounting environment with at least two-years of general ledger accounting is desired. Additional experience may substitute for higher education. Knowledge of program parameters linked to state and federal education programs, grants, and career technical education programs is preferred. Demonstrate an intermediate skill level of Excel and Microsoft Word.

Knowledge of:

- 1) Accounting practices and procedures.
- 2) Data processing systems and applications in the field of budgeting and accounting.
- 3) Methods and practices of budget monitoring and revisions.
- 4) Account number structure and correct use of budget codes.
- 5) School district organizational patterns and operating procedures.
- 6) Programmatic knowledge of state and federal education programs and grants.
- 7) Budget preparation and control.
- 8) Excellent oral and written communication skills.

Ability to:

- 1) Work cooperatively in a team or group setting.
- 2) Follow direction.
- 3) Communicate in a patient and courtesy manner with co-workers, vendors and the public.
- 4) Meet standards of professional attitude, dress and personal conduct.
- 5) Establish and maintain effective working relationships with District staff and others contracted in the course of work.
- 6) Maintain necessary records.
- 7) Meet schedules and time lines.
- 8) Work independently when necessary.
- 9) Plan and organize work.

Board Approval:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
BILINGUAL DISTRICT SUPPORT SPECIALIST

JOB SUMMARY:

Under general supervision, serve as a communication link in providing primary language assistance between the District and the community; perform clerical support duties and community contact work. Employee in this classification must be able to communicate effectively in English and a second language, as designated in the position posting.

MAJOR DUTIES AND RESPONSIBILITIES (include but not limited to):

- 1) Assist parents, staff and students regarding student enrollment, intra-district, inter-district and open enrollment process.
- 2) Complete reports and compile statistical information.
- 3) Assist with School Site Council (SSC) and District Advisory Committee (DAC) meetings.
- 4) Organize materials, forms, resources, etc. for parents.
- 5) Work with parents and staff on opportunities to build home-school partnerships to ensure the student's success.
- 6) Coordinate and facilitate school and community volunteers; recruit and assist parents with volunteer opportunities at the school sites.
- 7) Type letters, reports, and other materials.
- 8) Maintain manual and automated files and records.
- 9) Participate in community collaborative partnership meetings.
- 10) Communicate data and information regarding the District to parents and the community.
- 11) Receive and respond to inquiries from either office visitors or telephone contacts; resolve conflicts.
- 12) May participate or attend evening and/or weekend meetings and school related activities.
- 13) Other related and assigned work as required.

EMPLOYMENT STANDARDS:

Knowledge of:

1. District organization, operations, policies and objectives
2. Modern office methods and equipment, computers and application software
3. Correct English usage, spelling, grammar, punctuation and mathematical concepts
4. Automated record storage, retrieval and management systems
5. Programs available at school sites

Ability to:

1. Learn, interpret and apply policies, rules and regulations and operational procedures
2. Speak, read and write English as well as the ability to speak, read, write and translate a designated second language
3. Organize and perform clerical work
4. Establish and maintain cooperative and effective working relationships
5. Understand and carry out oral and written directions
6. Communicate both orally and in writing in a clear and concise manner
7. Work with discretion and in confidence with student and District information
8. Work independently and as a team member, with minimal oversight
9. Work with (and diffuse) issues resulting in dissatisfied individuals

EXPERIENCE (Desired):

Paid or volunteer experience working with parent and/or community groups and the school/District is required.

EDUCATION:

1. High School Diploma or equivalent is required
2. College graduate preferred

OTHER REQUIREMENTS:

1. Possession of a valid California driver's license and proof of insurance
2. Personal and reliable transportation for job-related travel to and from sites

WORKING CONDITIONS:

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will be an office and/or school site environment.

Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to:

1. Lift, carry, push and/or pull items with a strength factor of light work.
2. Hear and speak to exchange information in person and on the telephone.
3. See to read a variety of materials.
4. Possess dexterity of hands and fingers to operate equipment.
5. Stand and walk.
6. Bend at the waist, kneel or crouch.
7. Sit or stand for extended periods of time.
8. Climb a step stool/ladder and reach above shoulders.

Board approved:



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement ("**Agreement**") is entered into effective May 21, 2014 ("**Effective Date**") by and between Marysville Joint Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Yuba (individually or collectively, "**District**"), and National University ("**University**"), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs ("**Programs**"): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit "A" to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

- 1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
- 2. Placement of Interns. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District's** discretion, be accepted and assigned to its schools for services as interns ("**Interns**"). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. **University** Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. **University** Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. **District** and **University** shall independently determine the qualifications of their respective supervisors.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. **District** Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. **University** Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. **University** Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
 - b. **District** and **University** shall independently determine the qualifications of their respective supervisors.
 - c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing

- assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
 11. **Duration of Internship.** Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
 12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
 13. **Indemnity.** The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.
 14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
 15. **Publicity.** Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
 16. **Records.** It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
 17. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
 18. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
 19. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
 20. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
 21. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Contact: Jason Garchie
Credentials Contract Coordinator
11255 North Torrey Pines Road
La Jolla, CA 92037-1011
Telephone (858) 642-8300
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____
Randy C. Frisch, Esq.
Vice Chancellor, Business and Administration

Dated: _____

District: Marysville Joint Unified School District

By: _____

Name: Gay Todd

Title: Superintendent

Address: 1919 B Street

Marysville, CA 95901

Telephone: (530) 749-6102

Dated: 7/22/14

TEACHER BARGAINING UNIT:

By: _____

Dated: _____

Name:

Title:

(Representative of Teacher Bargaining Unit)

EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential – School of Counseling
Pupil Personnel Services Internship Credential – School of Psychology



July 7, 2014

RE: Renewal of LANDesk Academic Alliance Software License and Support Agreement

LANDesk Software, Inc. and Marysville Joint Unified School District entered into the LANDesk Academic Alliance Software License and Support Agreement (the "Agreement") dated July 1, 2010.

The parties acknowledge that on April 5, 2013, the Agreement was renewed pursuant to Section 11.1 for an additional one (1) year period to expire on July 1, 2014.

The parties now desire to retroactively renew the Agreement for an additional one (1) year period to expire on July 1, 2015.

Except as set forth herein, all terms and conditions of the Agreement remain in full force and effect.

Agreed to and accepted by:

LANDesk Software, Inc.

Marysville Joint Unified School District

By: _____

By: _____

Name: _____

Name: Ryan DiGiulio

Title: _____

Title: Asst. Supt. of Business Services

Date: _____

Date: 7/22/14



LANDESK ACADEMIC ALLIANCE SOFTWARE LICENSE AND SUPPORT AGREEMENT

This LANDesk Academic Alliance Software License and Support Agreement ("Agreement") is entered into by and between LANDesk Software, Inc., a Delaware corporation with its principal office located at 698 West 10000 South, Suite 500, South Jordan, Utah 84095 ("LANDesk") and Marysville Joint Unified School District, an Academic Institution, as defined in Exhibit A, with its principal office located at 1419 B St., Marysville, CA 95901 ("Licensee"). This Agreement is made effective as of the 1 day of July, 2010 ("Effective Date"). Terms with initial capital letters shall have the meanings ascribed to them in this Agreement. In consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Subscription Software. The current version (as of the Effective Date, with all available LANDesk Updates (as defined below) of the subscription-based LANDesk® Management Suite and LANDesk® Security Suite (with content) products only (collectively the "Subscription Software" as defined more specifically below) for use at the Sites identified on the attached Exhibit C pursuant to the license from LANDesk to Licensee and the terms and conditions of this Agreement.

Support Services. Each level of support services listed below corresponding to a checked box (if any) is provided by LANDesk to Licensee pursuant to the terms and conditions of this Agreement ("Support Services" as defined more specifically below):

Support Services	
<input checked="" type="checkbox"/>	Software Upgrade Protection ("SUP") (SUP is included with Subscription Software)
<input type="checkbox"/>	Telephone Incident Packs ("TIP") for up to _____ incidents

Reseller. Licensee's selected reseller of the Subscription Software and Support Services that are the subject of this Agreement is Network Consulting Services, Inc. with its principal place of business located at 563 West 500 South, Suite 245, Bountiful, UT, 84010. Licensee may change its designated Reseller once per year by submitting to LANDesk a "Change of Reseller of Record" form. Any additional changes to the Licensee's Reseller must be approved in advance by LANDesk.

Subscription Fee and Support Services Fee. In consideration of the rights granted under this Agreement, Licensee shall pay Reseller the fees for the Subscription Software ("Subscription Fee") and the Support Services ("Support Services Fee"), if any, that have been negotiated between Licensee and Reseller for the use of the Subscription Software and Support Services for the Sites during the Term.

Exhibits. The following Exhibits are attached hereto and incorporated herein as part of this Agreement:

- Exhibit A: General Terms and Conditions
- Exhibit B: Support Services Terms and Conditions
- Exhibit C: Schedule of Sites
- Exhibit D: Form for the Addition of Sites

Execution. The individuals signing below represent that they are duly authorized to execute this Agreement on behalf of the Party for which they are signing. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of the Agreement, but all of which together shall constitute one and the same instrument. The Parties further agree that facsimile signatures shall be as effective and binding as original signatures.

Entire and Final Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing, duly executed by both Parties. Any terms and conditions of any purchase order or other document submitted by Licensee in connection herewith that are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on LANDesk and are ineffective. No vendor, distributor, dealer, retailer, reseller, sales person or other person is authorized by LANDesk to modify this Agreement or to make any warranty, representation or promise that is different than, or in addition to, the warranties, representations or promises expressly set forth in this Agreement.

Agreed to and accepted by:

LANDesk Software, Inc.

By: 

Name: _____

Title: _____

Marysville Joint Unified SD (Licensee)

By: 

Name: Mark Allgire

Title: Assistant Superintendent, Business Services

EXHIBIT A GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following definitions shall apply to this Agreement:

1.1. **"Academic Institution"** means an accredited elementary, middle (or junior high school) and/or high school with more than 300 students.

1.2. **"Agreement"** shall mean this LANDesk Academic Alliance Software License and Support Agreement, including any and all Exhibits hereto.

1.3. **"Authorized Certificate"** shall mean the software certificate that is necessary for the Subscription Software to operate, and consisting of two (2) components: (a) the software component that is generated by LANDesk; and (b) a hardware component that is generated by the particular hardware configuration of each Core Server ("Hardware Configuration"). The hardware component is generated using non-personal Hardware Configuration factors such as the size of the hard drive, the processing speed of the computer, etc. The non-personal Hardware Configuration factors are sent to LANDesk in an encrypted format, and the private key for the encryption resides only on the Core Server. The non-personal encrypted Hardware Configuration factors are then used by LANDesk to create the hardware component of the Authorized Certificate.

1.4. **"Authorized Nodes"** shall mean the number of Nodes to be used by Licensee at the Sites pursuant to the terms and conditions of this Agreement. On the Effective Date, and on each annual anniversary thereof, Licensee must pay the annual Subscription Fee for licenses for each Site using the Subscription Software.

1.5. **"Backup Copies"** shall mean authorized copies of the Subscription Software and related files to be used solely for testing, backup or archival purposes. Backup Copies specifically exclude all other uses, including but not limited to the loading, execution, and display of the Subscription Software and related files on a computer system.

1.6. **"Confidential Information"** means any information disclosed by one Party to the other Party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or by some similar designation. Information communicated orally shall be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving Party to be confidential. Confidential Information shall include any and all non-public information relating to any LANDesk proprietary software and any associated training, Documentation and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or by some similar designation. Confidential Information may also include any of the foregoing information that is disclosed to a Party by one or more third parties. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) was publicly known or made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party (as shown by the receiving Party's files and records) immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information (as shown by documents and other competent evidence in the receiving Party's possession); or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party shall promptly give the disclosing Party written notice of such requirement prior to any disclosure so that the disclosing Party may have sufficient time to seek a protective order or other appropriate relief.

1.7. **"Core Server"** means any computer or server within the possession and control of Licensee on which the Subscription Software is installed and which manages one or more Nodes pursuant to the terms and conditions of this Agreement.

1.8. **"Documentation"** means any end-user installation and/or user guide, manual, and other end-user technical information, whether in printed or electronic form, that is normally provided by LANDesk to a licensee or an end-user of the Subscription Software. Documentation specifically excludes design documentation and any documentation related to the source code of the Licensed Software and the Subscription Software.

1.9. **"Effective Date"** means the date set forth on the first page of this Agreement.

1.10. **"Error"** means a reproducible failure of the Subscription Software to perform in substantial conformity with the applicable Documentation accompanying such Subscription Software when delivered to Licensee. The priority level of an Error shall be determined by LANDesk, at its sole discretion, as set forth below in Exhibit B.

1.11. **"LANDesk Update"** shall mean an update of an existing release of the Subscription Software to address one or more Errors or reduce the effects thereof, that LANDesk either makes or has made (in its sole discretion), and that is designated by LANDesk as a LANDesk Update. A LANDesk Update is customarily signified by a change in the digit that appears to the right of the decimal point in the version number of the particular Subscription Software. The provision of any LANDesk Update is subject to payment by Licensee to Reseller of the annual Subscription Fee.

1.12. **"LANDesk Upgrade"** means an enhanced, improved and/or modified version of the Subscription Software, classified by LANDesk as a LANDesk Upgrade that replaces the existing version of such Subscription Software. A LANDesk Upgrade is customarily signified by a change in the digit which appears immediately to the left of the decimal point in the version number of the particular Subscription Software. The provision of any LANDesk Upgrade for Subscription Software is subject to payment by Licensee to Reseller of the annual Subscription Fee.

1.13. **"Licensed Copies"** means all authorized copies of Subscription Software made or used by Licensee pursuant to the terms and conditions of this Agreement. Licensed Copies include any LANDesk Update and LANDesk Upgrade thereto.

1.14. **"Licensee"** means the entity identified on the first page of this Agreement.

1.15. **"Nodes"** means each personal desktop computer, portable computer, handheld device, workstation, server and other similar device used by Licensee pursuant to this Agreement, to use the Subscription Software.

1.16. **"Non-Academic Building"** means a physical building that is associated with, and under common ownership with, an Academic Institution but that is used to support and/or otherwise service the Academic Institution and is not used for primarily for educational purposes for elementary, middle (or junior high school) and/or high school students.

1.17. **"Object Code"** means, respectively, the executable or binary form of the Subscription Software, and any LANDesk Upgrade and LANDesk Update thereto.

1.18. **"Party"** means either LANDesk or Licensee, as applicable; **"Parties"** means both LANDesk and Licensee.

1.19. **"Reseller"** means the LANDesk authorized reseller identified on the first page of this Agreement, from which Licensee will purchase licenses for the Subscription Software and the Support Services that are the subject of this Agreement. The Reseller may be changed to another LANDesk authorized reseller upon written notice by Licensee to LANDesk.

1.20. "Site" or "Sites" means the physical buildings of an Academic Institution where Licensee is hereby licensed to use the Subscription Software. The Sites are initially set out by address in the attached Exhibit C. No more than ten percent (10%) of the total Sites using the Subscription Software may be Non-Academic Buildings.

1.21. "Subscription Software" means the specific release of the subscription-based LANDesk® Management Suite and LANDesk® Security Suite (with content) software program(s), in Object Code form only, and the Object Code only of any applicable LANDesk Update or LANDesk Upgrade provided pursuant to this Agreement. Subscription Software also includes any copies of the foregoing, whether in whole or in part.

1.22. "Support Services" means the support services identified under the heading "Support Services" on the first page of this Agreement.

2. LICENSE

2.1. **License.** Subject to Licensee's payment to Reseller of the annual Subscription Fee (including the fee for any Sites added after the Effective Date), the Support Services Fee and any other applicable fee, and Licensee's compliance with all material terms and conditions of this Agreement, LANDesk grants to Licensee for the Term of this Agreement only, a non-exclusive, non-transferable, Internal License to use the Subscription Software and Documentation on any Nodes within each of the Licensee's Sites (as set forth in Exhibit C). The foregoing license is specifically limited to only those Nodes consumed at each specifically identified Site. Licensee understands and agrees that not more than ten percent (10%) of the total Sites using the Subscription Software may be Non-Academic Buildings.

2.2. **Term of Subscription Software.** The Subscription Software is provided by LANDesk to Licensee for a period of ~~three (3)~~ ^{one (1)} years from the Effective Date only. The initial license period begins on the Effective Date and ends one (1) year thereafter ("Subscription Term"). The two (2) subsequent subscription license periods begin on the first and second anniversary of the Effective Date, respectively, and end one (1) year thereafter. Licensee understands and agrees that Licensee is agreeing to pay for and license the Subscription Software for at least three (3) years from the Effective Date.

2.3. **Activation of Subscription Software.** To use the Subscription Software, Licensee must obtain from LANDesk and input a user name and password that will activate the Core Server by means of an Authorized Certificate. Activation is required on each Core Server for the initial use of the Software. Activation of the Software on each Core Server may be accomplished either by the Internet or by email. Licensee may need to reactivate the Software on a Core Server in the event that Licensee significantly modifies the Hardware Configuration of that Core Server.

2.4. **Node Count Verification and Certification.** Use of the Subscription Software requires an annual node count verification of each Core Server. On an annual basis, the Subscription Software on each Core Server will generate data regarding (1) the precise number of Nodes Licensee is using, (2) the non-personal encrypted Hardware Configuration of the Core Server, and (3) the specific LANDesk software programs that Licensee is using (collectively "Node Count Data"); no other data is collected or generated by the Software. Each time the Node Count Data is generated by the Software on a Core Server, Licensee agrees to send the Node Count Data to LANDesk either automatically by the Internet or manually by email. If Licensee fails to provide such Node Count Data within a thirty (30) day grace period, the Licensed Software may become inoperative until Licensee provides LANDesk with the Node Count Data. At that time, LANDesk will provide Licensee with an Authorized Certificate that will allow the Licensed Software to operate. Upon request from LANDesk, Licensee shall certify in writing to LANDesk the Sites (name, address and number of nodes in use) using the Subscription Software.

2.5. **Backup Copies.** Licensee shall be permitted to make a reasonable number of Backup Copies of the Subscription Software to be used solely to facilitate standard testing, backup and archival processes. Each such Backup Copy must retain all LANDesk proprietary copyright notices and legends.

2.6. **License Limitations.** Except as otherwise expressly provided in this Agreement, LANDesk grants no rights or licenses to Licensee (respectively), expressly or by implication, estoppel or otherwise, to any intellectual property including, without limitation, patents, copyrights, mask works, trade secrets, trademarks, or trade names, owned or controlled by LANDesk or its licensors.

2.7. **Restrictions on Use.** Except as otherwise expressly provided in this Agreement, Licensee may not use, copy, have copied, modify, have modified, prepare derivative works, license, sublicense, distribute, rent, sell, decompile, disassemble, reverse engineer or otherwise attempt to derive source code of the Subscription Software, the Documentation or any portion thereof.

2.8. **Third Party Software.** Any and all non-integrated third party software (e.g., drivers, utilities, operating system components, etc.) that is distributed (if at all) with the Subscription Software as a convenience is provided "AS IS" without warranty of any kind, whether express or implied, and use and installation thereof by Licensee is subject to the third party licenses supplied with such software. LANDesk expressly disclaims and Licensee expressly waives any liability of LANDesk of any kind with respect to Licensee's installation and use of such third party software. Notwithstanding the foregoing, this provision does not apply to any third party software that is integrated into or forms a part of the Subscription Software, all of which shall be governed by the terms and conditions of this Agreement.

2.9. **Database Software.** Licensee, respectively, is solely responsible for obtaining and properly licensing any third party database software that it may use in conjunction with the Subscription Software.

2.10. **DCOM Software.** Certain Subscription Software may require the use of Microsoft's DCOM software, which may be distributed with the Subscription Software upon the condition that Licensee and each of their end users has a valid licensed copy of Windows NT or Windows 95/98/2000/XP (and/or other versions as indicated by LANDesk from time to time) on the platform on which or Subscription Software is installed.

3. SUPPORT SERVICES

3.1 **Support Services.** Subject to Licensee's payment to Reseller of the annual Subscription Fee, the Support Services Fee, and any other applicable fee, and Licensee's compliance with all material terms and conditions of this Agreement, LANDesk shall provide Licensee with the Support Services as set forth herein.

3.2 **Support Services Term.** The Support Services are provided by LANDesk to Licensee for a period of three (3) years from the Effective Date only. The initial period of Support Services begins on the Effective Date and ends one (1) year thereafter ("Support Term"). The two (2) subsequent support services periods begin on the first and second anniversary of the Effective Date, respectively, and end one (1) year thereafter.

4. LIMITED WARRANTY

4.1. **Limited Warranty for Media.** LANDesk warrants to Licensee only, and not to any third party, that the media on which the Subscription Software is furnished (if any), will be free from defective material and workmanship for a period of thirty (30) days from the Effective Date. Upon return of any defective media within such thirty (30) day period, LANDesk's entire liability and Licensee's exclusive remedy shall be the repair or replacement of such defective media.

4.2. **Limited Warranty for Subscription Software.** For a period of ninety (90) days from the Effective Date (the "Software Warranty Period"), LANDesk warrants to Licensee only, and not to any third party, that the Subscription Software shall function without Error. In the event that LANDesk receives notice of an Error within the Software Warranty Period, LANDesk shall make commercially reasonable efforts to correct such Error. In the event that LANDesk is unable to correct such Error, then this Agreement shall be immediately terminated, Licensee shall uninstall and return each copy of the Subscription Software to LANDesk, and LANDesk's entire liability, and Licensee's exclusive remedy, shall be to refund the fees received by LANDesk for the Subscription Software, and accept its return.

5. LIMITATION OF WARRANTY: EXCEPT AS PROVIDED IN SECTION 4 ABOVE, THE SUBSCRIPTION SOFTWARE, SUPPORT SERVICES, DOCUMENTATION, AND ANY OTHER MATERIAL OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," AND LANDESK AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT THERETO, AND LANDESK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. LANDESK DOES NOT WARRANT THAT ANY OF THE FOREGOING SHALL MEET LICENSEE'S OR THEIR END-USERS' REQUIREMENTS, THAT THE OPERATION THEREOF SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS THEREIN SHALL BE CORRECTED. NONE OF THE FOREGOING IS INTENDED FOR USE IN CRITICAL CONTROL APPLICATIONS (INCLUDING BUT NOT LIMITED TO SAFETY OR HEALTH CARE CONTROL SYSTEMS, NUCLEAR ENERGY CONTROL SYSTEMS, AND AIR OR GROUND TRAFFIC CONTROL SYSTEMS) AND ANY SUCH USE IS UNDERTAKEN AT LICENSEE'S AND THEIR END-USERS' SOLE RISK AND LIABILITY.

6. LIMITATIONS OF LIABILITY.

6.1 DIRECT DAMAGES ONLY. LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR A THIRD PARTY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS, IRRESPECTIVE OF WHETHER THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 19.

6.2 LIABILITY CAP. NOTWITHSTANDING THE FOREGOING, LANDESK'S TOTAL COLLECTIVE LIABILITY TO LICENSEE AND ALL END-USERS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE APPLICABLE SUBSCRIPTION FEE, OR SUPPORT SERVICES FEE ACTUALLY RECEIVED BY LANDESK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE LIMITATION ON POTENTIAL LIABILITY SET FORTH IN THIS SECTION 6.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT. LANDESK NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME FOR IT, ANY OTHER LIABILITIES.

7. INDEMNIFICATION

7.1. Infringement. LANDESK will pay Licensee for direct damages awarded against Licensee by a final and enforceable decree or settlement based solely upon a claim that the Subscription Software furnished hereunder, when used in the manner set forth in the Documentation, alone and not in combination with any other product, constitutes an infringement of any United States copyright, provided that: (i) LANDESK is notified promptly in writing of such claim; (ii) LANDESK controls the defense or settlement of the claim; and (iii) Licensee cooperates reasonably, and gives all necessary authority, information and assistance (at LANDESK's expense). LANDESK will not be responsible for any costs, expenses or compromise incurred or made by Licensee without LANDESK's prior written consent. If the use of the Subscription Software is permanently enjoined based upon an infringement of any United States copyright, LANDESK will, in its sole discretion and at its own expense, procure for Licensee the right to continue using the Subscription Software, replace the same with a non-infringing software, modify it so that it becomes non-infringing, or if each of the foregoing is commercially unreasonable or unduly burdensome, LANDESK will credit the Licensee the license fee actually paid to LANDESK for the infringing Subscription Software, less any depreciation, and accept its return. For purposes of this Section 7.1, depreciation of the Subscription Software shall be determined using a straight line basis over a period of thirty-six (36) months, commencing on the Effective Date.

7.2. Limitation on Indemnification. Notwithstanding the provisions of Section 7.1, LANDESK will not be liable for any costs or damages, and Licensee will be responsible to defend or settle any suit or proceeding based upon: (a) a claim arising from LANDESK's compliance with Licensee's designs, specifications or instructions; (b) modification of the Licensed Software by Licensee or at the direction of Licensee after delivery by LANDESK; (c) the use of any Subscription Software or any part thereof by Licensee in combination with any other product; or (d) the direct or contributory infringement of any business method patent using the Subscription Software, in whole or in part. Licensee will pay all damages and costs from such suit or proceeding.

7.3. Exclusive Remedy. The foregoing states the entire obligation and exclusive remedy of each of the Parties hereto with respect to any alleged copyright infringement of the Subscription Software.

8. INTELLECTUAL PROPERTY

8.1 Ownership. Title to and ownership of the Subscription Software, Support Services, Documentation and all copies thereof, remains with LANDESK or its licensors, suppliers or vendors. LANDESK retains the right to, without limitation, use, copy, modify, license, sublicense, and distribute the Subscription Software, Documentation and Support Services. Licensee shall not remove any copyright notice of LANDESK or its vendors in or on the Subscription Software, Support Services or Documentation. Licensee agrees to employ commercially reasonable efforts to prevent any unauthorized copying or distribution of the Subscription Software by Licensee or its agents. Licensee acknowledges that any license received from LANDESK herein does not include any license to design or develop or to assist in designing or developing any other product either for itself or for any third party.

8.2 No Other License. Except as expressly set forth herein, nothing in this Agreement is intended to grant any right in or to either Party under any patent, copyright, trade secret or other Intellectual property right, nor shall this Agreement grant either Party any right, title or license in or to the other Party's Confidential Information.

9. PAYMENTS

9.1. Payments. Licensee shall pay Reseller, in U.S. Dollars no later than thirty (30) days following the Effective Date, the annual Subscription Fee, the Support Services Fee, and any other applicable fee that has been negotiated between Licensee and Reseller. LANDESK shall be entitled to terminate, upon thirty (30) days prior written notice to Licensee, all licenses and services provided hereunder if Licensee fails to pay the foregoing fees within such thirty (30) day period; provided, however, that such right of termination shall not arise if Licensee pay Reseller all fees due during such thirty (30) cure day period. In addition, within thirty (30) days of each annual anniversary of the Effective Date, Licensee shall pay Reseller, in U.S. Dollars, the then-current annual Subscription Fee and Support Services Fee. All payments from Licensee are nonrefundable and there shall be no refund for any unused Telephone Incident Packs at the expiration or termination of this Agreement.

9.2. Records. For the Term of this Agreement, and for a period of three (3) years thereafter, Licensee agrees to make available and maintain, to the extent necessary in accordance with generally accepted accounting principles, sufficient books, records and accounts to calculate and verify payment of all fees due hereunder.

9.3. Audit Rights. During the Term of this Agreement (including any renewal Term thereof), upon reasonable notice, LANDESK or its agent may conduct during normal business hours an audit of Licensee's compliance with the terms of this Agreement. Audits will occur no more frequently than once in any twelve (12) month period. The cost of such audits will be borne by LANDESK; provided, however, that if such audit determines that Licensee has failed to pay fees amounting to five percent (5%) or more of the applicable fee due hereunder, then Licensee shall reimburse LANDESK for the cost of such audit. For purposes of this Section 9.3, conducting an audit in any annual reporting period at multiple locations of Licensee shall constitute one audit for the then applicable reporting period. Additionally, failure to conduct an audit in any given annual reporting period during the Term of this Agreement (including any renewal Term thereof) shall not constitute a waiver of LANDESK's right to conduct future audits.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. Governing Law; Jurisdiction. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Utah, without regard to principles of conflict of laws. The state and federal courts in Salt Lake County, State of Utah, shall have exclusive jurisdiction and sole venue for any action brought regarding the terms of this Agreement or the grounds for termination thereof. The terms of the Convention of Contracts for the International Sale of Goods (CISG) do not apply to this Agreement.

10.2. Foreign Sites. If Exhibit C includes any Sites located outside of the United States, then Licensee expressly agrees that each such Site shall be subject to this Section 10 regardless of any foreign laws to the contrary.

11. TERM AND TERMINATION

11.1. Term. Unless terminated earlier as set forth below, this Agreement shall remain in effect for a period of ~~three (3)~~ ^{one (1)} years beginning on the Effective Date ("Term"). This Agreement may be renewed for additional one (1) year periods on the written agreement of each party.

11.2. Termination by LANDesk. LANDesk may terminate this Agreement if Licensee fails to pay Reseller the Subscription Fee or Support Services Fee in accordance with the terms of this Agreement, or if Licensee fails to comply with any material term or condition of this Agreement, within thirty (30) days of written notice from LANDesk to Licensee of such failure to pay or failure to comply. Additionally, LANDesk may terminate this Agreement for cause immediately if: (i) Licensee files or has filed against it a petition in bankruptcy, and Licensee does not continue to pay Reseller for the Subscription Software and Support Services set forth in this Agreement; or (ii) Licensee has a receiver appointed to handle its assets or affairs; or (iii) Licensee makes or attempts to make an assignment for benefit of creditors; or (iv) Licensee ceases to conduct business in the normal course. LANDesk's right to terminate is in addition to any other rights that LANDesk may have.

11.3. Termination by Licensee. Licensee may terminate this Agreement if LANDesk fails to comply with any material term or condition of this Agreement within thirty (30) days of written notice from Licensee to LANDesk of such failure to comply. Licensee's right to terminate is in addition to any other rights that Licensee may have.

11.4. Effect of Termination or Expiration: In the event of termination or expiration of this Agreement for any reason, Licensee shall immediately cease all use of the Subscription Software and shall erase or destroy all copies of the Subscription Software within their respective possession or control, or Licensee shall return the Subscription Software and all associated end-user materials, including but not limited to Documentation and all copies thereof, to LANDesk. Licensee agrees that upon LANDesk's request, Licensee will provide LANDesk with a signed certificate representing that such destruction has occurred. The foregoing shall not limit or affect any remedy available to LANDesk for Licensee's breach.

11.5. Termination of a Site. In the event that any Site ceases to be a Site of the Licensee, then all rights of such entity shall be immediately terminated, and such entity shall immediately cease all use of the Subscription Software, and shall erase or destroy all copies of the Subscription Software within their respective possession or control, or such entity shall return the Subscription Software and all associated end-user materials, including but not limited to Documentation and all copies thereof, to LANDesk. Upon LANDesk's request, Licensee will provide LANDesk with a signed certificate representing that such destruction has occurred. In the event of such a termination, LANDesk and such entity may negotiate in good faith a separate license and support agreement.

12. NOTICES: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid courier or by registered or certified mail, postage prepaid, addressed as follows:

If to Licensee

MJUSD
Technology Dept.
1419 B St
Marysville, CA 95901

If to LANDesk

LANDesk Software, Inc.
698 West 10000 South, Suite 500
South Jordan, Utah 84095
Attn: General Counsel

Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either Party may give written notice of a change of address and, after notice of such change has been received by the other Party, any notice or request shall thereafter be given to such Party at such changed address.

13. EXPORT CONTROL: Regardless of any disclosure made by Licensee to LANDesk of an ultimate destination of the Subscription Software, Licensee shall not export, re-export or disclose (directly or indirectly) any Subscription Software or any portion thereof, to any country in violation of U.S. export laws or regulations or any other law, regulation or government order. The Subscription Software contains encryption technology. U.S. Dept. of Commerce Encryption Regulations are applicable on all products imported to and exported from the United States and Puerto Rico. Additionally, imports and exports may be regulated by government agencies in other countries. Intra-country restrictions may also be applicable regarding use of software containing encryption technology.

14. FORCE MAJEURE: Except with regard to the payment of fees, neither Party shall be responsible for any failure to perform hereunder due to unforeseen circumstances or to causes beyond the non-performing Party's reasonable control. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, and shortages of transportation, fuel, energy, or material.

15. ASSIGNMENT, SALE OR TRANSFER: Licensee may not assign any rights hereunder without the prior written approval of LANDesk. Any attempt by Licensee to assign any rights, duties or obligations hereunder without LANDesk's written consent will be void. LANDesk may assign all or any part of its rights or obligations upon written notice to Licensee.

16. RELATIONSHIP OF THE PARTIES: Neither Party hereto will be deemed to be the agent nor legal representative of the other Party for any purpose whatsoever, and each Party will act as an independent contractor with regard to the other Party in its performance under this Agreement. Nothing herein will authorize either Party to create any obligation or responsibility whatsoever, express or implied, on behalf of the other Party, or to bind the other Party in any manner, or to make any representation, commitment or warranty on behalf of the other Party.

17. HEADINGS: The headings to the sections and subsections of this Agreement are for convenience only, do not form a part of this Agreement, and shall not in any way affect the interpretation thereof. Where the context so requires, the singular will include the plural and the plural will include the singular.

18. U.S. GOVERNMENT RESTRICTED RIGHTS. The Subscription Software and Documentation were developed at private expense and are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in Federal Acquisition Regulations (FAR) 52.227-14, FAR 52.227-19 and DFAR 252.227-7013 et seq. or applicable successor provisions. Use of the Subscription Software by the United States Government constitutes acknowledgment of LANDesk's proprietary rights therein. The Contractor or Manufacturer is LANDesk Software, Ltd. or its affiliates, with an office at 698 W. 10000 S., Suite 500, South Jordan, Utah, USA 84095.

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19. CONFIDENTIALITY

19.1. Permitted Disclosures. Except as provided below, the existence, terms, and conditions of this Agreement are confidential and neither Party may make any disclosures regarding this Agreement or use the other Party's name in any publications, advertisements, or other announcements without the express prior written consent of the other Party:

(i) Disclosure to legal and financial advisors in their capacity of advising a Party in such matters to the extent required by law or legal process;

(ii) Disclosure during the course of litigation so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties, and so long as (a) the restrictions are embodied in a court-entered protective order and (b) the disclosing Party informs the other Party in writing in advance of the disclosure;

(iii) Disclosure to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; and

(iv) Disclosure to Reseller, but solely to the extent necessary for compliance with this Agreement.

19.2. Use of Confidential Information. Each Party agrees not to use any Confidential Information of the other Party for any purpose except in connection with this Agreement, or to evaluate and engage in discussions concerning a future potential business relationship between the Parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's own employees, except to those employees of the receiving Party who are required to have the information in order to perform their obligations under this Agreement, or to evaluate or engage in discussions concerning any future business relationship between the Parties. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided by one Party to the other Party hereunder.

19.3. Protection of Confidential Information. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party throughout the Term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

19.4. Ownership of Confidential Information. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request.

19.5. No Warranty. All Confidential Information is provided "as is." Each Party makes no warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of any such Confidential Information.

19.6. Injunctive Relief. Each Party agrees that its confidentiality obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation of the confidentiality obligations will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available in law, in equity or otherwise, the other Party shall be entitled to obtain injunctive relief against the threatened breach of such confidentiality obligations in this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

20. GENERAL

20.1. Taxes. Other than taxes based on LANDesk's income, Licensee is responsible for all taxes, including without limitation VAT, on transactions with respect to Licensee's procurement of the Subscription Software, Support Services and any optional service provided by LANDesk to Licensee under this Agreement. In the event that such taxes or duties are legally imposed initially on LANDesk, or in the event that LANDesk is later assessed by any taxing authority, then Licensee will promptly reimburse Licensee for such taxes or duties, plus any interest and penalties suffered by LANDesk. This clause shall survive any termination or expiration of the Agreement.

20.2. Survival. Upon termination or expiration of this Agreement for any reason, the following sections of this Agreement shall remain in effect: Section 1, Definitions; Section 4, Limitation of Warranty; Section 5, Limitation of Liability; Section 11, Term and Termination; Section 19, Confidentiality; and Section 20, General.

20.3. Additional Rights and Remedies. The rights and remedies provided in this Agreement are in addition to any other rights and remedies provided at law or in equity.

20.4. Injunctive Relief. The Parties agree that preliminary injunctive or other equitable relief will be a necessary and proper remedy in the event of a breach of this Agreement in violation of either Party's intellectual property rights. Each Party agrees that in the event such equitable relief is granted against it in the United States, it will not object to courts in other jurisdictions granting provisional remedies enforcing such U.S. judgments.

20.5. Conflicts. In the event of a conflict between this Agreement and any other document related to the subject matter of this Agreement, or the body of this Agreement and any of the Exhibits to this Agreement, the terms of this Agreement or the body of this Agreement (as the case may be), shall govern.

20.6. Severability. All rights and remedies, whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. The failure of either Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. The terms and conditions stated herein are declared to be severable. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

EXHIBIT B
SUPPORT SERVICES TERMS AND CONDITIONS

1. **FEES:** Subject to Licensee's 's payment to Reseller of the annual Subscription Fee and the Support Services Fee, and Licensee's 's compliance with all material terms and conditions of this Agreement, LANDesk shall provide to Licensee the specific Support Services set forth under the heading "Support Services" on the first page of this Agreement.

2. **SCOPE:** The provision of Support Services does not extend, modify, or enhance in any way the limited warranty (if any) for the Subscription Software. Support Services do not include any application assistance for Licensee's unique application requirements. LANDesk does not represent, warrant or guarantee that any of the Support Services provided hereunder will correct or resolve any Error within any specific time period.

3. **SUPPORT SERVICES:** LANDesk will provide Licensee with the level of Support Services set forth under the heading "Support Services" on the first page of this Agreement, as follows:

Software Upgrade Protection. LANDesk will provide Licensee with each LANDesk Update and LANDesk Upgrade for the Subscription Software that is issued by LANDesk during the Term of this Agreement (including any renewal Term). Distribution of each LANDesk Upgrade and LANDesk Update does not include installation by LANDesk. Each such LANDesk Upgrade and LANDesk Update will be provided by LANDesk when made available to LANDesk's general customer base.

Telephone Incident Packs. If the box on the first page of this Agreement corresponding to "Telephone Incident Packs" has been checked, then for the number of incidents set forth on the first page of this Agreement, LANDesk will provide to Licensee the following Support Services for the Licensed Software and the Subscription Software:

Telephone Support Services, Monday through Friday (excluding LANDesk holidays) from 6:00 A.M. to 6:00 P.M., Mountain Standard Time ("MST"). The telephone Support Services will be available only to the "Technical Contacts" for Licensee listed below, and such Technical Contacts will be required to provide verification in order to receive the telephone Support Services. Licensee shall be allowed to change their designated Technical Contacts at any time upon reasonable written notice to LANDesk.

Email Support Services will allow Licensee to submit issues and questions to LANDesk 24 hours per day, 365 days per year. LANDesk's e-mail responses will be delivered (when available), Monday through Friday (excluding LANDesk holidays) between the hours of 8:00 A.M. and 5:00 P.M. MST.

LANDesk Support Services web site will be available 24 hours per day, 365 days per year, and will include the LANDesk Knowledge Base, technical support white papers, and critical patches and software fixes. The Support Services web site will require input of an assigned login name and password.

Self-Service Web portal will be available twenty-four hours per day, 365 days per year, and will provide the ability to initiate and track support tickets without help desk intervention.

4. INCIDENT TRACKING AND REPORTING

Each incident related to the Subscription Software that has been submitted to LANDesk by Licensee for Telephone Incident Packs will be issued a LANDesk tracking number. Licensee will be able to reference any such incident by using the assigned tracking number.

In general terms, LANDesk will respond to any reported incidents on the following basis, setting internal resolution priorities from Priority Level 1 ("P1") through Priority Level 4 ("P4") designations, where a P1 designation represents the highest priority. P1 through P4 designations are determined by LANDesk in its sole discretion as follows:

A P1 incident exists if, notwithstanding proper installation and usage of the Licensed Software or the Subscription Software: (1) a

substantial portion thereof does not operate and cannot be restarted; or (2) there is an Error in a major program function that renders such major program function completely unusable; or (3) there is an Error that causes a third-party mission-critical application to be unstable.

A P2 incident exists if, notwithstanding proper installation and usage of the Licensed Software or the Subscription Software: (1) there is an Error in a major program function, but such Error can be addressed by a reasonable workaround; or (2) there is an Error that causes significant impact to application performance or availability that renders the software difficult but not impossible to use.

A P3 incident exists if, notwithstanding proper installation and usage of the Licensed Software or the Subscription Software: (1) there is a non-critical degradation of performance or function; or (2) there are minor intermittent problems.

A P4 incident exists if a request has been made for an enhancement to or information concerning the Licensed Software or Subscription Service.

5. SUPPORT SERVICE LEVELS:

If the box on the first page of this Agreement corresponding to "Telephone Incident Packs" has been checked, then in addition to the Support Services described in Sections 3.1 above, LANDesk will provide to Licensee the following levels of Support Services for any P1 or P2 incident:

	Response Time	Begin Active Resolution
P1	4 Business Hours	8 Business Hours
P2	8 Business Hours	16 Business Hours

The following definitions shall apply to the foregoing tables:

"Business Hours" shall be calculated consecutively beginning at the time of telephone notification from Licensee to LANDesk during LANDesk's normal business hours. LANDesk's normal business hours are from 6:00 A.M. to 6:00 P.M. MST, Monday through Friday (excluding LANDesk holidays).

"Response Time" shall be the period of time within which LANDesk shall use commercially reasonable efforts to respond to a telephone contact from Licensee communicating to LANDesk the existence of a possible P1 or P2 incident.

"Begin Active Resolution" shall be the period of time calculated consecutively beginning at the expiration of the Response Time, during which time LANDesk shall use all commercially reasonable efforts to begin active work toward resolving the particular P1 or P2 incident communicated by Licensee. LANDesk's obligation to Begin Active Resolution only requires that LANDesk begin active work on resolving the incident, and shall not be deemed to require LANDesk to reach an actual resolution of the incident within any specified period of time, or at all.

6. TECHNICAL CONTACTS:

Licensee's Technical Contacts: For any Telephone Incident Packs purchased by Licensee, Licensee hereby designates the following individuals as the primary and additional Technical Contacts, respectively, for receipt of the Support Services by Licensee.

Primary Contact:

Name: Bryan Williams
Address: 1919 B St., Marysville, CA 95901
Phone: 530-749-6103
Fax: 530-741-6095
Email: bwilliams@mjust.h12.ca.us
Pager: _____
Other: _____

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Secondary Contact:

Name: Michael Garbett
Address: 1919 B St., Marysville, CA 95901
Phone: 530-747-6124
Fax: 530-747-6095
Email: mgarbett@mjw.k12.ca.us
Pager: _____
Other: _____

Additional authorized Technical Contacts, in excess of the two (2) set forth above, may be made available to Licensee at an additional fee.

Only authorized Technical Contacts will be allowed to receive Support Services hereunder.

All designated Technical Contacts must be familiar with the Licensed Software and the Subscription Software, and be capable of performing basic network administrative functions.

The Technical Contacts identified above may be modified by Licensee at any time by prior written notification to LANdesk from Licensee.

EXHIBIT C
SCHEDULE OF SITES

SEE ATTACHED LIST
OF SITES

Subject to the other terms and conditions of this Agreement, the following building and locations shall be deemed to be Sites for purposes of this Agreement:

Site:
Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Site:
Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Site:
Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Site:
Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Site:
Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Site:
Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____



Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

Marysville Joint Unified School District
1919 B St.
Marysville, CA 95901
Phone: 530-741-6000
Fax: 530-741-6095

Arboga Elementary School
1686 Broadway St.
Arboga, CA 95961
Phone: 530-741-6101
Fax: 530-741-7836

Browns Valley Elementary School
9555 Browns Valley Rd.
Browns Valley, CA 95918
Phone: 530-741-6107
Fax: 530-741-7831

Cedar Lane Elementary School
841 Cedar Lane
Marysville, CA 95901
Phone: 530-741-6112
Fax: 530-741-7860

Cordua Elementary School
2830 Highway 20
Marysville, CA 95901
Phone: 530-741-6115
Fax: 530-741-6031

Covillaud Elementary School
628 F St
Marysville, CA 95901
Phone: 530-741-6121
Fax: 530-741-7868

Dobbins Elementary School
1 Dobbins School Lane
P.O. Box 129
Dobbins, CA 95935
Phone: 530-692-1665
Fax: 530-692-2410

Edgewater Elementary School
5715 Oakwood Dr.
Marysville, CA 95901
Phone: 530-741-0866
Fax: 530-741-1332

Ella Elementary School
4850 Olivehurst Ave.
Olivehurst, CA 95961
Phone: 530-741-6124
Fax: 530-741-7806

Foothill Intermediate School
5351 Fruitland Rd.
Marysville, CA 95901
Phone: 530-741-6130
Fax: 530-741-6017

Johnson Park Elementary School
4364 Lever Ave.
Olivehurst, CA 95961
Phone: 530-741-6133
Fax: 530-741-7864

Kynoch Elementary School
1905 Ahern St.
Marysville, CA 95901
Phone: 530-741-6141
Fax: 530-741-6020



Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

Linda Elementary School
6180 Dunning Ave.
Marysville, CA 95901
Phone: 530-741-6196
Fax: 530-741-7849

McKenney Intermediate School
1904 Huston St.
Marysville, CA 95901
Phone: 530-741-6187
Fax: 530-741-6004

Lindhurst High School
4446 Olive Dr.
Olivehurst, CA 95961
Phone: 530-741-6150
Fax: 530-741-6171

Olivehurst Elementary School
1778 McGowan Pkwy
Olivehurst, CA 95961
Phone: 530-741-6191
Fax: 530-741-7827

Loma Rica Elementary School
5150 Fruitland Rd.
Marysville, CA 95901
Phone: 530-741-6144
Fax: 530-741-6098

Yuba Feather Elementary School
18008 Oregon Hill Road
P.O. Box 398
Challenge, CA 95925
Phone: 530-675-2382
Fax: 530-675-2618

Marysville Charter Academy for the Arts
1917 B St.
Marysville, CA 95901
Phone: 530-749-6157
Fax: 530-741-7892

Yuba Gardens Intermediate School
1964 11th Ave.
Olivehurst, CA 95961
Phone: 530-741-6194
Fax: 530-741-7847

Marysville High School
12 E 18th St
Marysville, CA 95901
Phone: 530-741-6180
Fax: 530-741-7828

**EXHIBIT D
FORM FOR THE ADDITION OF SITES**

_____, a _____
corporation with its principal office located at _____ ("Licensee") and LANDesk Software, Inc., a
Delaware corporation with its principal office located at 698 West 10000 South, Suite 500, South Jordan, Utah 84095
("LANDesk"), have entered into a LANDesk Academic Alliance Software License and Support Agreement which was made
effective as of the _____ day of _____, 20__ ("Agreement"). In consideration of the terms and conditions of the
Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Licensee and LANDesk hereby agree to add the following Sites to the Agreement, effective as of the _____ day of
_____, 20__ so that Licensee may use the Subscription Software specified below at such additional Sites during the
Term of the Agreement.

Subscription Software. The current version (as of the Effective Date, with all available LANDesk Updates (as defined below) of the subscription-based LANDesk® Management Suite and LANDesk® Security Suite (with content) products only (collectively the "Subscription Software" as defined more specifically below) for use at the Sites identified below pursuant to the license from LANDesk to Licensee and the terms and conditions of this Agreement.

Support Services. Each level of support services listed below corresponding to a checked box (if any) is provided by LANDesk to Licensee pursuant to the terms and conditions of this Agreement:

Support Services	
<input type="checkbox"/>	Software Upgrade Protection ("SUP")
<input type="checkbox"/>	Telephone Incident Packs ("TIP") for up to _____ incidents

Sites. The following are the Site(s) are hereby licensed to use the Subscription Software during the Term pursuant to the terms and conditions of the Agreement:

Site:

Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Site:

Legal relationship to Licensee: _____
Legal Name: _____
Address: _____
City: _____
State (or Province): _____
Phone: _____
Fax: _____
Email: _____
Technical Contact:
Name: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Agreed to and accepted by:

LANDesk Software, Inc.

By: _____
Name: _____
Title: _____
Date: _____

(Licensee)

By: _____
Name: _____
Title: _____
Date: _____



School Nutrition and Fitness

Website Link Service Agreement

Updated July 1, 2014

This Agreement governs the relationship between School Nutrition & Fitness (SNaF) & the School District.

The SNaF website is designed to serve the school district by supporting Nutrition Services in the promotion, communication and education of students, parents and teachers about the benefits of making informed nutrition and fitness choices. Our goal is to support learning by promoting healthy habits for students that will last a lifetime.

The SNaF website provides a comprehensive portal to communicate Food & Nutrition program information, as well as, provide interactive nutrition tools and resources to promote the district wellness objectives. It is designed to complement the district IT department/webmaster by providing ongoing nutrition and fitness research, content updates, and enhancements that are tied to the USDA and the CN database.

Our desire is to delight the district with the website appearance and features, nutrition and fitness content, and user friendly format for accessing, updating and managing all custom content information.

This agreement is made on behalf of:

Marysville Joint Unified School District

Name of School or School District

7 - 01 - 14

Date

Authorization

The above-named School District authorizes School Nutrition and Fitness (SNaF) to provide a customized School Nutrition and Fitness website for the purpose of promoting student wellness and the district's Food and Nutrition Department. SNaF authorizes the above-named School District to link to a School Nutrition and Fitness web site, customized for the School District, from the District's and/or each school's websites (usually from links called "Food Services", "Nutrition Services", "Child Nutrition", "Lunch Menus", Wellness Policy", etc...) with a URL similar to (or a custom URL of the district's choosing):

[http://district.schoolnutritionandfitness.com/\(above named school district\)](http://district.schoolnutritionandfitness.com/(above named school district))

We agree to host your School Nutrition and Fitness website on the World Wide Web and provide you with space to customize and upload district specific program information and make that information (that you designate) available for download to teachers, parents, students or other interested school personnel.

SNaF is a division of ISITE Software, with offices in California, engaged in providing nutrition and fitness website software, technical services, and support to school districts nationwide. ISITE Software is located at 1278 Glenneyre St., Suite 403, Laguna Beach, California 92651.

District - Authorized Signature

Gay Todd, Superintendent

Print

7/22/14

Date

SNaF - Authorized Signature

Michael Borges

Print

7 - 01 - 14

Date

The standard ***School Nutrition and Fitness*** website set of features and elements include:

- Content, images, lesson plans and features are updated quarterly with the following topics:
 - Nutrition – Nutrition Tips, How to read a Nutrition Label and MyPyramid
 - Sports Nutrition – Designed with tips & resources for the school aged athlete
 - Fitness – BMI calculator, Calorie Calculator, Fitness Pyramid and tips for activity
- Quarterly updates in the “Nutrition Education” section which includes sections for:
 - Students – Interactive online nutrition computer games, calculators and activities
 - Teachers – Resources for the classroom, lesson plans and power point lessons
 - Parents – Tips, resources and recipes for reinforcing nutrition and fitness at home
- Customizable CMS web pages for:
 - “Welcome to Nutrition Services” and “What’s New” webpage which includes:
 - Includes customizable quick link buttons, fact sheet and text content
 - A Photo Slide show to upload photos
 - USDA MyPlate
 - “Meal Applications” includes:
 - Section to upload meal applications in several languages
 - Customizable section for stating where to turn in applications
 - Updated USDA Information for Eligibility Guidelines and FAQ’s for application questions
 - Interface for adding, completing and submitting online Meal Applications
 - “Staff Information” Page which includes:
 - Staff directory with photo upload, phone and email features
 - A customizable “Join Our Team” section
 - “Menus” Page which includes:
 - USDA Child Nutrition Database included with 3 different interactive nutrient display menu options for displaying nutritional analysis and carbohydrate counts to parents
 - Customizable text section with additional upload section for all district menus, nutritional analysis, and menu related information
 - “Pre-Payment Options” Page which includes:
 - “Online Payment” section with interface to all online payment providers
 - Customizable text section
 - Preformatted #10 deposit envelope for parents to make pre-payments
 - “Wellness Policy” Page which includes:
 - Custom content section and upload function for district Wellness Policy
- Online Menu Designer with Interactive Nutrition/Allergen/Product Photo Menus
- Integrated Menu with Digital Menu Boards
- Mobile Phone Ordering, Nutritionals, Online Payment interface
- Automated Going Green eMail Menus – emails parents menus at first of every month
- “Art of Fitness” Nutrition and Fitness Video series
- “Ask the Nutritionist” section for parents to pose questions to a Registered Dietitian
- 3 Monthly Nutrition Newsletters for parents
 - SuperKids Nutrition Newsletter
 - Nutrition and Fitness Tips Newsletter
 - Harvest of the Month Newsletter with activity sheets
- The password protected “Director’s Resource Center” with sections for Nutrition Program marketing, operations, finance, communication, RD resources, and much more...
- Google language translator for 22 languages
- Internal CN Staff Site – an intranet site designed for training and development of CN staff
- Teacher Lunch Center with the following features:
 - Online Classroom Counts, Online Teacher/Student/Field Trip Orders, Online BIC



Customer Service Agreement

Service, Support & Upgrades - We agree to assist and support the district with toll free phone support, email and remote web support. This includes initial SNaF site setup, customizing the site layout and appearance with the district's logo and color scheme. We also agree to assist with initial setup and training. This includes uploading district and program specific information, as well as, the training how to maintain the custom information. Additionally, we offer free ongoing training for custom content maintenance with regularly scheduled webinars.

99.9% UPTIME GUARANTEE – It is our endeavor to have the content of your Web site available for http access by third parties 99.9% of the time. We will, from time to time, schedule routine off-hour maintenance for content updates, functionality upgrades and general site improvements.

Circumstances beyond our reasonable control, which could include acts of any governmental body, war, sabotage, embargo, fire, flood, interruption or delay in telecommunications or failure of third party software or hardware, problems or errors caused by other customer web sites in a shared hosting environment that may affect your site or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web site.

Payment Terms

Payment terms for the SNaF website is NET 30 days. You agree to provide appropriate payment for the services provided in the time period during which such services are provided. The first payment plus setup charges shall be due following a 30 day free trial period. Service shall begin on the date that the SNaF URL is linked to the district's and/or schools' websites.

You agree that all setup fees are non-refundable once setup is completed, unless during the 30 day free trial you are dissatisfied, in which case you may cancel and owe nothing.

You agree to provide an annual service payment for the fiscal school year of July 1st – June 30th in advance of the service year. The term of this contract will be 3 years beginning July 1st, 2014 and will renew automatically each year unless you or SNaF decides to terminate your services. Annual renewal prices will remain the same for a minimum of 3 term years. By this you agree that the content and value meets or exceeds your expectations, as the annual service fee is not refundable. You may cancel at any time and remove the SNaF URL from your district or/and school websites.

Acceptable Use

We are not liable for any custom content that district personnel put on the website.

District Responsibilities The district is solely responsible for the uploading, maintenance and quality of their custom content. This includes making back-up copies of their custom content. This also includes all web site files, database content, email and whatever else customer may be storing on SNaF Servers.

Indemnification

SNaF and District agree to a mutual hold harmless and indemnity agreement wherein each party is to hold the other party harmless for claims, damages, actions, suits, attorney's fees and expenses, unless an investigation determines one party to be solely negligent, in which case the negligent party will hold harmless, indemnify and defend the other party.



Software Maintenance & Technical Support Agreement

identiMetrics, Inc. ("IdM") will provide Support Services ("Support") to the customer ("Customer") for the *identiMetrics Finger Scanning ID System™ version 1.7* ("Software") and the two designated contacts ("Contacts") named by the Customer in the Software Maintenance & Technical Support Agreement ("Agreement").

1. SUPPORT

IdM will establish and maintain an organization and process to provide support for the Software to the Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) resolution of the problem or performance deficiencies of the Software. IdM will provide telephone Support and Internet-based Support on a business day basis. Business day is defined as 8:00 AM through 8:00 PM Eastern time, excluding holidays and weekends.

IdM will use its best efforts to cure, as described below, reported and reproducible errors in the Software. IdM utilizes the following four (4) priority levels to categorize reported problems:

PRIORITY 1 – URGENT (Critical Business Impact)

The impact of the reported deficiency is such that the Customer is unable to either use the Software or reasonably continue work using the Software. IdM will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

PRIORITY 2 – HIGH (Significant Business Impact)

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. IdM will commence work on resolving the deficiency within two (2) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

PRIORITY 3 – MEDIUM (Some Business Impact)

Important features of the Software are not working properly, but an alternative solution is available or non-essential features of the Software are not working properly with no alternative solution. The Customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. IdM will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

PRIORITY 4 – LOW (Minimal Business Impact)

The Customer submits a Software information request, Software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. IdM will provide an initial response regarding the request within one (1) business week.

This Agreement is not intended as a consulting agreement for customer services. With respect to the severity of reported problems, IdM may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. IdM will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to the supported Software. If it is determined that the problem was not related to the supported Software, the Customer agrees to pay reasonable travel and lodging expenses in addition to IdM standard consulting rates. Travel time will be charged at consulting rates.



2. MAINTENANCE

During the term of the Agreement, idM will provide the Customer with copyrighted patches, updates, releases and new versions of the Software along with other generally available technical material. These maintenance materials may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use or transfer the prior version, but to destroy or archive the prior version of the Software. All patches, updates, release and new versions shall be subject to the License Agreement related to the Software.

3. WARRANTY

idM will undertake all reasonable efforts to provide Support under the Agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but idM does not guarantee that the problems will be solved or that any item will be error-free. The Agreement is only applicable to the Software running under the certified environments specified in the release notes for that product. idM will provide the Customer with substantially the same level of Support throughout the term of the Agreement. idM may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any Support. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'. idM is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if the Customer has advised of such a claim. idM liability shall not exceed the fees that the Customer has paid under the Agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.

4. TERM

The Agreement shall start on the date ("Effective Date") stated below. The Agreement shall run for a period of one (1) year from the Effective Date. Renewal of the Agreement shall require re-execution and signing of the Agreement. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. The Agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless idM has materially breached the Agreement and has failed to cure the breach after 30 days written notice.

5. GENERAL

(a) Each party acknowledges that it has read the Agreement, they understand the Agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the Agreement. The Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the License Agreement related to the Software.

(b) Times by which idM will perform under the Agreement shall be postponed automatically to the extent that idM is prevented from meeting them by causes beyond reasonable control.

(c) The Agreement and performance hereunder shall be governed by the laws of the Commonwealth of Pennsylvania. The venue shall be in Montgomery County, Pennsylvania.

(d) No action, regardless of form, arising out of the Agreement may be brought by the Customer more than two (2) years after the cause of action has arisen.



(e) If any provision of the Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

(f) The Customer may not assign or sub-license without the prior written consent of idM, Customer's rights, duties or obligations under the Agreement to any person or entity, in whole or in part.

(g) During the term of the Agreement, the Customer may delete and add Contacts by sending notification in writing or email to the idM's Executive Vice President.

Customer Contacts:

Name: Amber Watson, RD, SNS

Title: Director, Nutrition Services

Telephone: 530-749-6178

E-mail: awatson@mjustd.com

Name: Kit Molinari

Title: NS Eligibility Specialist

Telephone: 530-749-6164

E-mail: kmolinari@mjustd.com

During the term of the Agreement, the Customer may delete and add Contacts by sending notification in writing or email to the idM's Vice President of Customer Operations.

IDENTIMETRICS, INC.:

Name: Eden Fulton

Title: Executive Vice President

Address: 9425 Stenton Ave.

Erdenheim, PA 19038

CUSTOMER Marysville Joint Unified SD

Name: Gay Todd, Ed. D.

Title: Superintendent

Address: 1919 B Street

Marysville CA 95901

Signature: _____

Signature: _____

Effective Date:

ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT IMAGE ONE

THIS DOCUMENT DESCRIBES THE SERVICES TO BE PROVIDED BY IMAGE ONE (IO):

1. ADVANCED EXCHANGE HARDWARE SERVICE

IO agrees to provide advanced exchange service for the hardware equipment ("Equipment") listed on your invoice for services ("Invoice").

- a) **Maintenance Services:** IO shall, during the contracted period, provide the Customer with a replacement scanner, in advance of receiving the defective unit. For service calls placed before 2:00 pm EST, a replacement scanner will be shipped out the same day with the transit time varying based upon Zip Code and Peak or Non Peak time of year. The defective scanner is returned to Image One. Defective scanners returned to Image One become the property of Image One, and replacement scanners become the property of the customer. IMAGE ONE MAY REQUIRE A VALID CREDIT CARD NUMBER OR A VALID PURCHASE ORDER FOR THE VALUE OF THE REPLACEMENT SCANNER FROM THE CUSTOMER BEFORE SHIPMENT OF THE REPLACEMENT SCANNER WHICH WILL BE CHARGED IN THE EVENT THAT CUSTOMER FAILS TO RETURN TO IMAGE ONE EITHER THE DEFECTIVE SCANNER OR THE REPLACEMENT SCANNER WITHIN FOURTEEN DAYS OF THE DATE THAT CUSTOMER RECEIVES REPLACEMENT SCANNER.
- b) **Freight and Shipping:** Image One will be solely responsible for charges incurred to transport replacement and defective equipment between premises of Image One and the Customer's location. PEAK Response shipping: August through October, Image One will ship free of charge a replacement scanner for arrival the next business day no earlier than 10:30am and no later than 5pm. Exact time of delivery is based on the carrier's service availability for your Zip Code. OFF PEAK Response shipping: November through July Image One will ship free of charge a replacement scanner via three day transit unless Zip code allows faster delivery via Ground service. It is expected that any delivery address is a business address and open for pick-ups and deliveries between the hours of 10:30am and 5pm, Monday through Friday, and excludes weekends and Holidays. Non-mechanical accessories, such as feed trays will not be shipped unless the nature of the problem is related thereof. Customer is required to carefully repackage the defective scanner using the packaging materials that came with the replacement scanner. Image One will assist the customer with the return of the defective scanner at no additional charge. Methods vary by Zip code as well as other factors to be determined per event.
- c) **Procedure:** Upon receipt of the replacement scanner, the customer will carefully unpack the replacement scanner and contact Image One or Reseller technical support for installation instructions. Non-mechanical accessories, such as feed trays will be removed from the defective scanner and installed on the replacement scanner by the customer with assistance from Image One or Reseller technical support.
- d) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

2. SOFTWARE SERVICE

IO agrees to provide maintenance and repair services for the software ("Software") listed on your invoice for services ("Invoice"). Software is referred to as the system ("System").

- a) **Software Maintenance & Support Services:** IO shall, during the contracted period, furnish all service necessary to maintain the System in good working order. IO will provide software support via remote access as part of this agreement. Customer agrees to provide broadband internet connectivity to the System at its expense. IO will provide the software necessary to enable the remote connection. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with IO's local prevailing hourly labor rates.
- b) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of Software installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.
- c) **Response Time:** IO shall respond during IO service hours within 4 business hours of IO's receipt of Customer's service request. Unless otherwise defined on your Invoice, the service hours for IO to provide routine maintenance and/or repair service for the System will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by IO as holidays. FMA support will be provided after hours for platinum maintenance agreements.

- d) **Non-Covered Service:** IO will attempt to respond to all requests for service. If service is provided on Holidays recognized by IO, labor for such non-covered service calls will be chargeable to the Customer in accordance with IO's local prevailing hourly labor rates for such service.

2. TERM

The term of this Agreement shall be one (1) year, or as otherwise indicated on Invoice.

3. SERVICE FEE

- (a) Customer agrees to pay the service fees in advance as billed for the term of this Agreement.
- (b) If new or additional software is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.
- (c) If Customer does not make timely payment to IO of any amount payable under this Agreement, then in addition to the remedies available to IO at law or equity or under other provisions of this Agreement, IO may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. LIABILITIES

- (a) IO EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) IO WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SOFTWARE OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER IO OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.
- (c) IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY IO UNDER THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS (1) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO IO, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING IO.

5. EXCLUSIONS

- (a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, or imaging units, rollers, imprinter ink cartridges or other items identified by the manufacturer as "consumables". This Agreement will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment and/or System, (ii) Customer's unauthorized addition, movement, or changes to the Equipment and/or System, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the Equipment and/or System (as stated in (b) below), (viii) improper installation, repair, or alteration of the Equipment and/or System by anyone other than IO or its agents, (ix) software changes or attempted software changes by persons not authorized by IO, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by IO at IO's prevailing local rates for such services.
- (b) The Customer is responsible for maintaining suitable environmental conditions for the Equipment and/or System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements described herein.
- (c) The Customer is solely responsible for maintaining backup copies of images, data and database files. Under no circumstances will IO be liable for any loss of images, data or database files or for the recovery of same.

6. FORCE MAJEURE

If IO's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of IO, IO shall be excused from such performance until the abatement of such causes(s).

7. COVENANT NOT-TO-HIRE

Each party agrees not to hire or attempt to hire employees of the other party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other party.

8. TERMINATION

- (a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- (b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.
- (c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.
- (d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of IO. IO may assign this contract to any parent company, subsidiary, or affiliate of IO, or in connection with the sale of substantially all of the assets of IO.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida.

11. NOTICES

All notices to IO required or permitted to be given under this Agreement shall be in writing and sent to the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

IMAGE ONE
6206 Benjamin Road, Suite 301
Tampa, FL 33634
Fax: 813-887-5359
Telephone: 813-888-8288
Attention: Leigh Anne Dziuk

12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

13. COSTS


Non-prevailing party will pay all of prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between IO and Customer with regard to Customer's service and maintenance by IO. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of IO and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

Please note: PC Hardware (e.g. workstations, servers, monitors, SCSI and other interface cards) provided as part of an imaging system solution are not maintained by IO but must be supported by the original equipment manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep OEM Warranty and Support information available.

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B St. Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				14	14906	7273	00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Nutrition Services Division				Resource Code	Revenue Object Code	58	
Telephone 530-749-6102				5314	8290	INDEX	
Name of Grant Program National School Lunch Program Equipment Assistance Grant						0190	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$20,000		\$20,000		7-1-14	5-1-15	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.579	14-14906-7273-00	2013 National School Lunch Program Equipment Assistance			USDA		
Dear Superintendent Todd: Congratulations! I am pleased to inform you that you have been awarded the 2013 National School Lunch Program Equipment Assistance Grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. See reverse for additional information. To accept this grant, please return the original, signed Grant Award Notification (AO-400) within 30 days of receipt to: <div style="text-align: center;"> Bryan Gee, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901 </div>							
California Department of Education Contact Jennifer Howerter				Job Title School Nutrition Programs Specialist			
E-mail Address jhowerter@cde.ca.gov					Telephone 916-327-6158		
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>					Date June 20, 2014		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Gay Todd				Title Superintendent			
E-mail Address GTodd@mjUSD.com					Telephone 530-749-6102		
Signature 					Date		

ARBOGA ELEMENTARY

EQUIPMENT	APPROVED	10 Percent	
		90 Percent Payment	Payment
Walk-in Freezer	\$15,000.00	\$13,500.00	\$1,500.00
Dishwasher	\$5,000.00	\$4,500.00	\$500.00
SITE TOTAL	\$20,000.00	\$18,000.00	\$2,000.00
			\$0.00

DISTRICT APPROVED		AMOUNT	
		\$20,000.00	SPENT
			\$0.00

SCHEDULED PAYMENT	PAYMENT AMOUNT	PAYMENT DATE
District 90%	\$18,000.00	
District 10%	\$2,000.00	

District Total \$20,000.00
1st Payment (90%)
2nd Payment (10%)
Unspent Funds
Billed Funds

121

Grant Award Notification

Amber
MJUSD Supt Office
JUL 01 2014
RECEIVED/um

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PGA	Vendor Number	Suffix
				14	14968	7273	00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code	Yuba	
Telephone 530-749-6178				5370	8220	INDEX	
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$11,210.00		\$11,210.00	0	7-1-14	9-30-14	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		

Dear Superintendent Todd:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

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

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Saucerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Saucerae Gans		Job Title Analyst	
E-mail Address SGans@cde.ca.gov		Telephone 916-323-6775	
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>		Date June 20, 2014	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.			
Printed Name of Authorized Agent Gay Todd		Title Superintendent	
E-mail Address GTodd@mjUSD.com		Telephone 530-749-6102	
Signature <i>Gay Todd</i>		Date 7/2/14	

Includes Purchase Orders dated 06/01/2014 - 06/30/2014				Board Meeting Date July 22, 2014	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Abe Lincoln (50)					
P15-00018	OFFICE DEPOT B S D	Independent Study Move	01-4300-0000	581.61	
			01-4410-0000	3,101.16	
P15-00019	WALKER'S OFFICE SUPPLIES	Independent Study Move	01-4300-0000	962.90	
			01-4410-0000	3,021.51	
P15-00020	SCHOOL SPECIALTY	Independent Study Move	01-4300-0000	3,335.97	
P15-00021	CONTRAX FURNISHINGS	Independent Study Move	01-4410-0000	9,840.54	
P15-00022	HEWLETT-PACKARD COMPANY	Independent Study Move	01-4410-0000	887.79	
P15-00027	SMILE BUSINESS PRODUCTS, INC.	Independent Study Copier Rental	01-5630-0000	1,970.75	
Total Location				23,702.23	
Location Accounting/Payroll (103)					
P15-00014	Sharp Electronics Corp. C/O Smile BPI	Payroll	01-4450-0000	6,686.03	
Location Arboga Elementary (01)					
P14-03616	CDW-GOVERNMENT, INC.	ARB Chromebooks	01-4300-3010	2,062.59	
P14-03617	CDW-GOVERNMENT, INC.	ARB Chromebooks and SW	01-4300-0003	7,906.58	
P14-03618	CDW-GOVERNMENT, INC.	ARB Chromebooks	01-4300-9010	4,812.70	
P14-03619	TROXELL COMMUNICATIONS INC	ARB Chrome SW	01-4300-0003	621.00	
			01-4300-3010	162.00	
			01-4300-9010	378.00	
Total Location				15,942.87	
Location Browns Valley Elementary (03)					
P14-03541	Jones School Supply Co., Inc.	Awards	01-4300-1100	41.84	
Location Business Services (106)					
P14-03572	VERIZON WIRELESS	New CBO IPAD, Ryan DiGiulio	01-4410-0000	983.35	
P14-03574	SCHOOL WORKS, INC	Level 1 Developer Fees	01-5801-0000	7,000.00	
P14-03575	MYERS-STEVENSON & CO INC	Catastrophic Coverage 01/22/14-08/31/2014	01-5440-0000	4,599.99	
Total Location				12,583.34	
Location Charter Academy For Fine Arts (42)					
P14-03567	HEWLETT-PACKARD COMPANY	MCAA Tim Computer SW	09-4300-0000	111.27	
P14-03608	LIFETRACK SERVICES, INC	Graduate Surveys	09-5801-0000	168.50	

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014				Board Meeting Date July 22, 2014	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Charter Academy For Fine Arts (42) (continued)					
P14-03611	JOSTENS INC AWARDS DIVISION	Supplies - Yearbook	09-4300-9010	5,136.06	
P14-03615	AP EXAMINATIONS	Supplies - Spade	09-4300-9010	2,451.00	
P14-03627	TWIN CITY TROPHIES	Supplies - Malone	09-4300-9010	301.00	
P14-03629	Radu Sava	Video Editing Services	09-5801-9010	877.50	
P14-03634	KRISTIN R. DELANEY	Dance Services	09-5801-9010	200.00	
P14-03635	SHALISA PECK	Dance Services	09-5801-9010	300.00	
P14-03641	FLETCHERS PLUMBING & CONTRACTING INC.	Student Science Labs - Water	09-5801-0000	6,850.00	
P14-03646	DANIEL TEJADA	Marital Arts Instruction	09-5801-6690	2,179.25	
P14-03647	DANIEL TEJADA	TUPE Services	09-5801-6690	500.00	
P14-03653	ROBERT L VANDER PLOEG	Marital Arts Services	09-9510-1100	1,350.00	
		Total Location		20,424.58	
Location Child Development (51)					
P14-03651	Iliana Marie Tavares	EISS Coaching May 12-14, 2014	12-5801-9014	2,336.46	
Location Custodial Supervisor (206)					
P14-03656	SHADD JANITORIAL SUPPLY	MCK Repair	01-5641-0000	156.27	
Location Dobbins Elementary (11)					
P14-03582	POSTMASTER	POST OFFICE RENTAL	01-5630-1100	112.00	
Location Edgewater Elementary (12)					
P14-03628	SUTTER COUNTY SCHOOLS	EDG 6th Grade	01-5890-9010	2,926.00	
P15-00025	SMILE BUSINESS PRODUCTS, INC.	EDGE Copier Rental	01-5621-1100	200.00	
		Total Location		1,256.41	
Location Ella Elementary (13)					
P14-03573	SUTTER COUNTY SCHOOLS	Shady Creek Final Payment	01-5890-9010	2,957.50	
P15-00017	NWN CORPORATION	ELLA New Classroom Bldg #8083	25-4300-0000	2,721.29	
P15-00023	TROXELL COMMUNICATIONS INC	ELLA New Classroom Bldg #8083	25-4410-0000	10,950.63	
		Total Location		16,629.42	
Location Facilities (66)					

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014				Board Meeting Date July 22, 2014	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Facilities (66)					
P14-03546	DELTA BLUEGRASS COMPANY	8112/8128: C.L/S.LHS	23-6171-9010	1,406.00	
P14-03547	CALIFORNIA WATER SERVICE CO	8020: McKenney Mod	25-5890-0000	789.41	
P14-03548	BROWNSVILLE SAND & GRAVEL INC	8109: Loma Rica Demo & Fencing	23-6171-9010	264.38	
P14-03549	HASTIE'S CAPITOL SAND & GRAVEL	8112: Cedar Lane New Play Areas	23-6171-9010	796.59	
P14-03557	ARC	8084 EAST LINDA FULL SIZE DRAWINGS	23-6229-9010	2,416.39	
P14-03560	BC VALU	8084 EAST LINDA MIDDLE APPRAISAL	23-6171-9010	4,750.00	
P14-03599	Royal Wholesale Electric	8083: Ella New Classroom Building	23-6229-9010	9,156.00	
P14-03601	CLARIDGE PRODUCTS & EQUIPMENT	JPE and OLV Flag Holders	23-6229-9010	192.00	
P14-03607	CAPITOL BUILDERS HARDWARE INC	Various Sites: Gate Stops	23-4300-9010	675.00	
P14-03624	APPEAL DEMOCRAT	8084 HMTN-SMTSVL PUBLIC NOTICE RAW & SUPPL	23-5890-9010	215.86	
P14-03625	APPEAL DEMOCRAT	8085 HMTN-SMTSVL PUBLIC NOTICE RAW & SUPPL	25-5890-0000	172.68	
P14-03626	APPEAL DEMOCRAT	8086 HMTN-SMTSVL PUBLIC NOTICE RAW & SUPPL	23-5890-9010	43.17	
P15-00029	SMILE BUSINESS PRODUCTS, INC.	Facilities Copier Rental	25-5630-0000	1,370.63	
Total Location				22,248.11	
Location Foothill Intermediate (35)					
P14-03657	SUTTER BUTTES COMMUNICATIONS	Radio Repair	01-5641-1100	127.35	
Location Grounds (65)					
P14-03595	HOME DEPOT	GROUND / TOOLS	01-4410-0000	971.67	
P14-03654	RAYS GENERAL HARDWARE	GROUND / SUPPLIES	01-4300-0000	88.53	
Total Location				1,060.20	
Location Indian Education (108)					
P14-03537	NWN CORPORATION	Indian Ed Printer	01-4410-7210	888.92	
P14-03544	HEWLETT-PACKARD COMPANY	Indian Ed Computers	01-4410-7210	3,547.26	
P14-03561	HEWLETT-PACKARD COMPANY	Indian Ed Computers	01-4410-4510	2,663.37	
P14-03562	APPLE COMPUTER INC	Indian Ed iPad	01-4410-4510	6,061.75	
P14-03563	AMAZON.COM	Indian Ed ipad keyboards	01-4300-4510	537.40	
P14-03566	Carlisle F Phillips	33rd Yuba-Sutter Pow Wow	01-5801-4510	1,020.00	
P14-03587	Robert Leroy	33rd Yuba-Sutter Pow Wow	01-5801-4510	365.00	
P14-03590	TWIN CITIES EQUIPMENT RENTAL	Cultural Projects	01-5630-4510	146.67	

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Indian Education (108) (continued)				
P14-03623	NOT JUST A T-SHIRT, LLC	Cultural Projects Supplies	01-4300-9010	783.00
P14-03630	ADVANCED DOCUMENT CONCEPTS	KYOCERA MOVING AND SET UP	01-5801-4510	150.00
P14-03632	FIRE MOUNTAIN GEMS & BEADS, IN	Cultural Projects Supplies	01-4300-4511	1,000.00
Total Location				17,163.37
Location Instruction (IMC) (110)				
P14-03530	SUPERIOR TEXT	Spanish Books Avancemos! BA 5/13/14	01-4100-6300	8,531.90
			01-4100-9010	2,110.60
P14-03532	SUPERIOR TEXT	Spanish Books Avancemos! BA 5/13/14	01-4100-1100	1,000.00
			01-4100-6300	11,190.00
Total Location				2,000.00
P14-03568	LOS ANGELES CO OFFICE OF ED	VPSS Online NCLB HQ Tier II Classes	01-5801-4035	800.00
P14-03583	LOS ANGELES CO OFFICE OF ED	VPSS Online NCLB HQ Tier I Classes	01-5801-4035	400.00
P14-03591	MCGRAW-HILL	Imagine It (Trade Books) for TK	01-4100-6300	590.54
Total Location				26,623.04
Location Johnson Park Elementary (15)				
P15-00024	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental	01-5630-0003	342.66
			01-5630-1100	1,027.97
Total Location				1,370.63
Location Kynoch Elementary (17)				
P14-03531	KING CLOTHING	Payment for AR t-shirts and end of the year shirts	01-4300-9010	302.69
P14-03535	MYERS-STEVENSON & CO INC	Insurance for room 14	01-5890-9010	42.00
P14-03536	MYERS-STEVENSON & CO INC	Walking field trip for room 14	01-5890-9010	42.00
P14-03564	Kirshner Wildlife Sanctuary	Field Trip to Kirshner Wildlife Sanctuary	01-5890-9010	931.00
Total Location				1,317.69
Location Linda Elementary (19)				
P14-03534	PETE'S MUSIC & ACCORDIAN CENTER	violins	01-4300-1100	4,031.25
P14-03539	GOVCONNECTION, INC.	LIN Printers	01-4300-1100	227.15
P14-03540	LERNER PUBLISHING	library books	01-4200-9010	1,066.16
P14-03596	MYERS-STEVENSON & CO INC	short term insurance for 4th grade 6/5/14	01-5890-9010	178.50
P14-03597	GOVCONNECTION, INC.	LIN Bulbs	01-4300-3010	2,616.77

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014				Board Meeting Date July 22, 2014	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Linda Elementary (19) (continued)					
P14-03640	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek 2nd installment	01-5890-9010	3,243.00	
			Total Location	11,362.83	
Location Lindhurst High (43)					
P14-03556	SUTTER BUTTES COMMUNICATIONS	Radio Repair	01-5641-6690	406.00	
P14-03558	CLASSIC GOLF CAR, INC.	Golf Cart	01-5641-6690	340.91	
P14-03614	AP EXAMINATIONS	AP Testing 2013/14	01-4300-0000	8,457.00	
			01-4300-9010	1,724.00	
P14-03642	AMAZON.COM	iPad Cases/Keyboards	01-4300-7090	2,558.13	
			Total Location	13,486.04	
Location Loma Rica Elementary (21)					
P14-03577	TROXELL COMMUNICATIONS INC	LRE Chrome Cart and SW	01-4300-0000	971.78	
			01-4410-0000	1,738.82	
			Total Location	2,710.60	
Location Maintenance (63)					
P14-03533	H C HELLMAN CONSTRUCTION	MAINTENANCE/ELLA SIDEWALK	01-5801-8150	9,690.00	
P14-03538	LINCOLN EQUIPMENT	MAINTENANCE/POOL	01-4300-8150	188.74	
P14-03551	VOLTAGE SPECIALISTS	MAINTENANCE	01-5801-8150	1,215.00	
P14-03552	BEYMER WELL SERVICE, INC.	MAINTENANCE/CORDUA	01-5801-8150	366.12	
P14-03553	LENNOX INDUSTRIES, INC.	MAINTENANCE	01-4300-8150	169.09	
P14-03554	California Diesel & Power	MAINTENANCE/YUBA FEATHER	01-5642-8150	1,034.72	
P14-03593	RB SPENCER	MAINTENANCE/YUBA GARDENS	01-5642-8150	788.89	
P14-03594	SUN GRO HORTICULTURE	MAINTENANCE/KYNOCH PRESCHOOL	01-4300-8150	3,178.18	
P14-03602	W.V. ALTON	MAINTENANCE	01-5642-8150	3,000.00	
P14-03603	UNIVAR USA, INC.	MAINTENANCE/POOL	01-4300-8150	1,821.42	
P14-03604	Backflow Distributors, Inc.	MAINTENANCE	01-4300-8150	86.26	
P14-03605	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/MHS	01-5642-8150	670.00	
P14-03606	LENNOX INDUSTRIES, INC.	MAINTENANCE	01-4300-8150	51.96	
P14-03613	GEARY PACIFIC SUPPLY	MAINTENANCE	01-4300-8150	235.63	
P14-03633	MECKS BUILDING CENTER	MAINTENANCE	01-4300-8150	1,000.00	
P14-03636	DICKINSON ENERGY SOLUTIONS	MAINTENANCE/CEDAR LANE LIBRARY	01-5801-8150	14,996.00	

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014

Board Meeting Date July 22, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P14-03637	AMERICAN CHILLER SERVICE INC	MAINTENANCE/LHS CHILLERS	01-5642-8150	3,495.00
P14-03638	OLIVEHURST PUBLIC UTILITY DIST	MAINTENANCE	01-5890-8150	315.00
P14-03639	The Ceramic Shop	MAINTENANCE/LHS	01-4300-8150	116.63
P14-03655	ASBESTOS SCIENCE TECHNOLOGIES	MAINTENANCE/VARIOUS SCHOOLS	01-5801-8150	4,750.00
P15-00016	Sharp Electronics Corp. C/O Smile BPI	Maintenance	01-4450-8150	6,686.03
Total Location				53,854.67

Location Marysville High (45)				
P14-03581	CONTINENTAL ATHLETIC SUPPLY	Reconditioning of Football Gear	01-5801-0000	3,475.63

Location McKenney Intermediate (37)				
P14-03569	TROXELL COMMUNICATIONS INC	MCK Chromebook Cart	01-4410-0003	90.72
			01-4410-7091	1,701.88
P14-03570	MYERS-STEVENSON & CO INC	INSURANCE FOR BAND TRIP	01-5890-9010	73.50
P14-03580	Follett School Solutions, Inc.	LIBRARY	01-9510-1100	160.37
P14-03588	MYERS-STEVENSON & CO INC	INSURANCE	01-5890-9010	71.75
P14-03589	MYERS-STEVENSON & CO INC	INSURANCE FOR SHADY CREEK	01-5890-9010	819.00
P14-03598	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	SHADY CREEK CLOTHING	01-4300-9010	555.00
P14-03600	Stacy Wutzke	SHADY CREEK REFUND	01-5890-9010	135.00
P14-03609	PETER HALL'S INSTRUMENT REPAIR	INSTRUMENT REPAIR	01-5641-9010	470.00
P14-03620	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	SHADY CREEK FINAL PAYMENT	01-5890-9010	12,319.00
P14-03652	Chase Flores	SOUND SYSTEM FOR PROMOTION	01-9510-0003	225.00
Total Location				16,621.22

Location North Marysville (46)				
P14-03555	PELTON'S PARTY	NMHS	01-5630-0000	243.00

Location Nutrition Services (73)				
P14-03584	Kristopher Hawkins	REFUND ON LUNCH ACCOUNT	13-5892-5310	21.50
P14-03585	Kelly Baltz	REFUND ON LUNCH ACCOUNT	13-5892-5310	12.75
P14-03586	IMAGE ONE CORPORATION ATTN: ANDY SAVITT	Nutrition Services	13-4300-5310	2,901.55
P14-03643	HEARTLAND AMERICA PAYMENTS DEPARTMENT	ONLINE TRAINING	13-5801-5310	120.00
P14-03650	SYSCO FS OF SACRAMENTO INC.	DELIVER TO WAREHOUSE	13-9326-5310	611.70

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014			Board Meeting Date July 22, 2014	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P15-00028	SMILE BUSINESS PRODUCTS, INC.	Nutri. Serv. Copier Rental	13-5630-5310	1,370.63
			Total Location	5,038.13
Location Personnel (113)				
P14-03610	APPEAL DEMOCRAT	Classified Job Ad - Maint III	01-5890-0000	156.48
Location Pupil Services (202)				
P14-03545	Lions Health Foundation District 4-C1	donation for kid's diabetic camp	01-5890-9010	2,000.00
P14-03578	YUBA COUNTY OFFICE OF ED RCC	para educator temporary assignment	01-5801-3310	12,163.20
P14-03622	Health Care Instruments	service repair	01-5841-0000	146.82
			Total Location	14,310.02
Location Purchasing (104)				
P14-03550	AMAZON.COM	Otterboxes for YGS	01-4300-0000	279.44
P14-03565	PITNEY BOWES SUPPLIES OPERATIONS	D.O./MAILROOM	01-4300-0000	305.17
P14-03621	SETON	Inventory Tags	01-4300-0000	1,360.31
P15-00033	SMILE BUSINESS PRODUCTS, INC.	Stair Fee	01-5801-0000	450.00
			Total Location	2,394.92
Location Student Discipline/Attendance (109)				
P14-03576	Guest Communications Corporation	Emergency Preparedness directories	01-4300-0000	2,644.96
P15-00026	SMILE BUSINESS PRODUCTS, INC.	SARB Copier Rental	01-5630-0000	1,370.63
			Total Location	4,015.59
Location Superintendent (101)				
P14-03571	THE TREE HOUSE	Supt	01-4300-0000	978.68
P14-03592	BETTY'S RESTAURANT	End of Year Retreat LUNCH	01-4300-0000	612.50
			Total Location	1,591.18
Location Technology (102)				
P14-03542	GRAYBAR	Panduit Cat 6 Patch Cables	01-4300-0000	805.18
P14-03658	AirServer App Dynamic ehf	License for AirServer	01-4300-0000	2,397.00
P15-00030	RELIANCE COMMUNICATIONS, LLC SCHOOL MESSENGER	TECHNOLOGY	01-5801-0004	9,600.00
P15-00031	NETWORK CONSULTING SERVICES INC.	Tech / HP Blade system	01-5801-0000	2,345.46
			Total Location	15,147.64
Location Transportation (69)				

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014

Board Meeting Date July 22, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69)				
P14-03579	THE HOSE SHOP	TRANSPORTATION	01-4364-7230	44.96
P14-03631	TWIN CITY TROPHIES	TRANSPORTATION	01-4300-7230	500.00
P14-03644	RIVERVIEW INTERNATIONAL TRUCKS	TRANSPORTATION	01-4364-7230	80.73
P14-03645	HOLT OF CALIFORNIA	TRANSPORTATION/REPAIRS	01-5641-7230	657.94
P14-03648	ARNE'S PAINT STORE INC.	TRANSPORTATION	01-4300-7230	370.02
P15-00015	Sharp Electronics Corp. C/O Smile BPI	Transportation	01-4450-0230	6,686.03
Total Location				8,339.68
Location Warehouse (71)				
P15-00002	UNISOURCE WORLDWIDE	Warehouse Stock 14-15 S.Y.	01-9320-0000	67,237.38
P15-00003	XPEDX	Warehouse Stock 14-15 S.Y.	01-9320-0000	11,269.23
P15-00004	SCHOOL SPECIALTY	Warehouse Stock 14-15 S.Y.	01-9320-0000	222.10
P15-00005	AFP INDUSTRIES, INC.	Warehouse Stock 14-15 S.Y.	01-9320-0000	5,214.35
P15-00006	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 14-15 S.Y.	01-9320-0000	18,227.86
P15-00007	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	183.05
P15-00008	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 14-15 S.Y.	01-9320-0000	9,959.57
P15-00009	SCHOOL SPECIALTY	Warehouse Stock 14-15 S.Y.	01-9320-0000	336.30
P15-00010	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 14-15 S.Y.	01-9320-0000	14,666.14
P15-00011	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	1,758.92
P15-00012	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 14-15 S.Y.	01-9320-0000	2,144.92
P15-00013	ELGIN SCHOOL SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	211.43
P15-00034	NASCO	Warehouse Stock 14-15 S.Y.	01-9320-0000	154.80
P15-00035	SCHOOL SPECIALTY	Warehouse Stock 14-15 S.Y.	01-9320-0000	1,544.90
P15-00036	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 14-15 S.Y.	01-9320-0000	1,341.05
P15-00037	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 14-15 S.Y.	01-9320-0000	7,289.81
P15-00038	ELGIN SCHOOL SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	307.56
P15-00039	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 14-15 S.Y.	01-9320-0000	22,779.20
P15-00040	HILLYARD - SACRAMENTO	Warehouse Stock 2014-15 S.Y.	01-9320-0000	25,765.85
Total Location				190,614.42
Location Yuba Feather K-6 (29)				
P14-03559	CDW-GOVERNMENT, INC.	YFS Flash Drives	01-4300-7090	140.56

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Includes Purchase Orders dated 06/01/2014 - 06/30/2014

Board Meeting Date July 22, 2014

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Feather K-6 (29) (continued)				
P14-03612	SUTTER COUNTY SCHOOLS	Yuba Feather School	01-5890-9010	220.00
			Total Location	360.56
Location Yuba Gardens Intermediate (39)				
P14-03543	HEWLETT-PACKARD COMPANY	YGS Ylst Computer	01-4410-1100	941.54
P15-00032	Sharp Electronics Corp. C/O Smile BPI	YGS	01-4450-0003	6,686.03
			Total Location	7,627.57
			Total	524,258.02

Total Number of POs 167

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	96	202,499.55
09	Chtr Schs	11	19,074.58
12	Child Dev	1	2,336.46
13	Cafeteria	5	3,667.50
23	MJ G BND9P	10	19,915.39
25	Cap Fac	2	962.09
	Total Fiscal Year 2014	37	248,455.57
01	Gen Fund	1	1,350.00
09	Chtr Schs	1	1,370.63
13	Cafeteria	3	15,042.55
25	Cap Fac		
	Total Fiscal Year 2015	Total	275,802.45
			524,258.02

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P14-00051	44,000.00	01-4364	Gen Fund/Tools/Part	4,000.00
P14-00070	7,400.00	01-5642	Gen Fund/Oth Maint&	.00
P14-00073	1,301.57	01-4300	Gen Fund/Mat&Suppli	500.00
P14-00074	23,020.00	01-4300	Gen Fund/Mat&Suppli	1,487.01
P14-00089	1,232.59	01-5621	Gen Fund/Maint Cont	313.00
P14-00092	2,561.91	01-5621	Gen Fund/Maint Cont	432.00
P14-00110	17,638.74	01-5621	Gen Fund/Maint Cont	2,520.00
P14-00117	5,850.00	01-4300	Gen Fund/Mat&Suppli	907.70-
P14-00135	22,293.74	01-4364	Gen Fund/Tools/Part	1,680.00
P14-00139	3,650.00	01-4330	Gen Fund/Supp Vehic	150.00
P14-00145	1,000.00	01-4300	Gen Fund/Mat&Suppli	60.05
P14-00164	8,880.00	01-5641	Gen Fund/Equip Repa	123.12
P14-00175	3,500.00	01-5641	Gen Fund/Equip Repa	2,000.00
P14-00176	5,400.00	01-4300	Gen Fund/Mat&Suppli	1,249.50
P14-00177	200.00	01-4300	Gen Fund/Mat&Suppli	2,800.00-
P14-00178	3,900.00	01-4300	Gen Fund/Mat&Suppli	400.00
P14-00182	1,500.00	01-4300	Gen Fund/Mat&Suppli	3,500.00-
P14-00187	3,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00-
P14-00188	7,350.00	01-4300	Gen Fund/Mat&Suppli	950.00
P14-00192	5,282.47	01-4300	Gen Fund/Mat&Suppli	6.93-
P14-00195	7,000.00	01-5801	Gen Fund/Contracts	2,000.00
P14-00249	225.00	01-4300	Gen Fund/Mat&Suppli	75.00
P14-00260	30,000.00	01-5562	Gen Fund/Custodial	3,178.49
P14-00280	65,000.00	13-4717	Cafeteria/FoodPurcSch	2,000.00
P14-00326	782.77	01-4300	Gen Fund/Mat&Suppli	1,167.23-
P14-00333	222.95	01-4300	Gen Fund/Mat&Suppli	2,777.05-
P14-00334	8,847.81	01-4300	Gen Fund/Mat&Suppli	2,152.19-
P14-00360	1,543.64	01-4300	Gen Fund/Mat&Suppli	3.64
P14-00399	228,000.00	13-4716	Cafeteria/Produce	28,000.00
P14-00400	536,000.00	13-4711	Cafeteria/Milk	16,000.00

Includes Purchase Orders dated 06/01/2014 - 06/30/2014

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P14-00401	565,601.40	13-4313	Cafeteria/N-Food NTR	2,201.30
		13-4717	Cafeteria/FoodPurcSch	9,200.00-
			Total for P14-00401	6,998.70-
P14-00425	4,440.72	01-5630	Gen Fund/Rents/Leas	559.28-
P14-00426	4,527.50	01-4300	Gen Fund/Mat&Suppli	1,472.50-
P14-00480	67.83	01-4300	Gen Fund/Mat&Suppli	422.51-
P14-00481	4,533.72	01-4300	Gen Fund/Mat&Suppli	364.52
P14-00485	18,035.00	01-5801	Gen Fund/Contracts	180.00
P14-00554	158.00	01-4300	Gen Fund/Mat&Suppli	25.00
P14-00564	33,000.00	13-5641	Cafeteria/Equip Repa	8,000.00
P14-00674	2,500.00	01-5641	Gen Fund/Equip Repa	500.00
P14-00694	3,997.20	01-5621	Gen Fund/Maint Cont	97.20
P14-00745	14,050.00	09-5801	Chtr Schs/Contracts	1,100.00
P14-00754	2,600.00	01-5621	Gen Fund/Maint Cont	850.00
P14-00807	7,750.00	01-5810	Gen Fund/Fingerprt	.00
P14-00870	1,335.00	01-5630	Gen Fund/Rents/Leas	147.00
P14-00891	7,557.94	09-5801	Chtr Schs/Contracts	825.00
P14-00953	80,000.00	01-5801	Gen Fund/Contracts	2,500.00
P14-00991	700.00	09-4300	Chtr Schs/Mat&Suppli	200.00
P14-01119	1,575,596.00	01-7142	Gen Fund/Tuition Ct	13,642.00-
P14-01125	27,596.00	09-5801	Chtr Schs/Contracts	600.00
P14-01299	19,736.39	23-6220	MJ G BND9P/Architect	9,737.00
P14-01408	515.00	01-5621	Gen Fund/Maint Cont	175.00
P14-01412	7,500.00	01-4300	Gen Fund/Mat&Suppli	3,937.74
P14-01450	45,603.02	01-5530	Gen Fund/Water & Se	5,603.02
P14-01496	1,517.50	01-5890	Gen Fund/Other Serv	317.50
P14-01546	3,537.50	01-5630	Gen Fund/Rents/Leas	62.50
P14-01602	556.05	01-4300	Gen Fund/Mat&Suppli	108.70-
P14-01658	5,948.66	01-4300	Gen Fund/Mat&Suppli	3,205.00

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P14-01659	925.01	01-4300	Gen Fund/Mat&Suppli	100.00
P14-01774	8,750.00	01-4300	Gen Fund/Mat&Suppli	7,250.00
P14-01881	1,600.00	01-4364	Gen Fund/Tools/Part	700.00
P14-01994	802.00	01-4300	Gen Fund/Mat&Suppli	335.00
P14-02017	2,208.85	01-4300	Gen Fund/Mat&Suppli	1,000.00
P14-02020	1,064.25	01-5630	Gen Fund/Rentis/Leas	75.00
P14-02135	1,800.00	01-5801	Gen Fund/Contracts	600.00
P14-02219	104.38	01-4300	Gen Fund/Mat&Suppli	12.17-
P14-02599	1,580.00	01-4300	Gen Fund/Mat&Suppli	80.00
P14-02886	344.25	09-5801	Chtr Schs/Contracts	145.00
P14-02904	3,328.00	01-4364	Gen Fund/Tools/Part	709.13-
P14-02919	17,131.74	01-4300	Gen Fund/Mat&Suppli	.00
P14-02932	2,650.00	01-4300	Gen Fund/Mat&Suppli	2,400.00
P14-02986	9,950.00	01-5801	Gen Fund/Contracts	4,975.00
P14-03143	116.10	01-4300	Gen Fund/Mat&Suppli	16.10
P14-03195	391.74	01-4300	Gen Fund/Mat&Suppli	58.93
P14-03215	5,675.00	01-5641	Gen Fund/Equip Repa	675.00
P14-03235	273.00	09-5890	Chtr Schs/Other Serv	104.00
P14-03382	552.14	12-4300	Child Dev/Mat&Suppli	121.62
P14-03386	680.97	12-4300	Child Dev/Mat&Suppli	101.67
P14-03413	75.00	01-4300	Gen Fund/Mat&Suppli	10.50
P14-03470	174.00	01-4363	Gen Fund/Tires&Tube	25.00-
Total PO Changes				85,035.02

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

PEST CONTROL SERVICE AGREEMENT

THIS AGREEMENT, made July 1, 2014 between ADVANCED INTEGRATED PEST MANAGEMENT ("CONTRACTOR"), having a principal place of business at 205-A Kenroy Lane, Roseville, CA 95678 and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"), mutually agree as follows:

I. TERM OF CONTRACT

- (1) This Agreement will become effective as of the date above and will continue in effect through June 30, 2015, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- (1) Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A."
- (2) Contractor shall perform within the time set forth in Exhibit "A" everything required to be performed.

III. COMPENSATION

- (1) In consideration for the services and/or material referenced in Article II, scope of work by contractor, District agrees to pay \$2,270.00 PER MONTH AS PER THE TERMS, CONDITIONS, AND SPECIFICATIONS OF RFP #12-1009 AND DISTRICT LOCATION AND FEE SCHEDULE ATTACHMENT (copy attached). Unless provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and/or services accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of Marysville Joint Unified School District, Accounts Payable Department.
- (2) The District reserves the right to withhold payment until order is completed and/or accepted by the District.

OBLIGATIONS OF CONTRACTOR

- (1) While performing services thereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- (2) The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health, car insurance, Worker's Compensation for his/her own employees and business expenses for maintaining his/her office.
- (3) The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 [] is [x] is not applicable to this agreement.

- (4) Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- (5) All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- (6) It is policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

IV. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the Contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

V. FINGERPRINTING

The Contractor shall comply with the requirements of Education Code Section 45125.1 prior to the commencement of work. Contractor shall certify in writing (see Certification Form and related documents, attached to this Agreement as Exhibit "B" and incorporated by reference) to the Governing Board of the District that none of Contractor's employees who may come into contact with pupils have been convicted of a felony as defined in Education Code Section 45122.2

The Contractor shall provide a list of names of its employees who may come into contact with pupils to the Governing Board of the District. Each subcontractor shall include a provision that requires each subcontractor to comply without the provisions of Education Code Section 45125.1 and this Agreement.

VI. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

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

EXECUTED at Marysville, California, on the date first written above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____

District Representative Ryan DiGiulio

Assistant Superintendent of Business Services

Dated: 7/22/14

Advanced Integrated Pest Management

 General Manager
Contractor (Signature & Title)

94-2844366
Social Security # or Federal I.D. #

EXHIBIT A

WITNESSTH: That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of District heretofore expressed, does hereby agree to furnish to District services and/or materials, as follows:

Scope of Work: Comprehensive integrated pest management program services at various district sites in accordance with performance specification of RFP #12-1009.

Specifically Includes: Regularly scheduled and special pest control services throughout Marysville Joint Unified School District as per RFP #12-1009 district specifications.

Specifically Excludes:

Project Schedule: As per proposal specifications.

ATTACHMENT 3

PROPOSAL FORM

The undersigned Contractor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, transportation, tools, and equipment necessary to provide regular pest control services in accordance with the Scope of Work, Attachment 2 and other contract documents provided herein.

Project Address: Marysville Joint Unified School District properties located throughout the district.

Provide MONTHLY PRICE to inspect and treat as detailed in the Scope of Work for the sites listed, including preventative application using **Avert™ Gel and Powder** or District approved equal product:

Arboga - 1686 Broadway, Marysville	\$ <u>80.⁰⁰</u> per month
Browns Valley - 9555 Browns Valley School Road, Browns Valley	\$ <u>80.⁰⁰</u> per month
Cedar Lane - 841 Cedar Lane, Olivehurst	\$ <u>95.⁰⁰</u> per month
Cordua - 2830 Hwy 20, Marysville	\$ <u>80.⁰⁰</u> per month
Covillaud - 628 F St, Marysville	\$ <u>95.⁰⁰</u> per month
Dobbins - 10351 Marysville Rd, Dobbins	\$ <u>95.⁰⁰</u> per month
Edgewater - 5715 Oakwood Drive, Marysville	\$ <u>80.⁰⁰</u> per month
Ella - 4850 Olivehurst Ave, Olivehurst	\$ <u>95.⁰⁰</u> per month
Johnson Park - 4364 Lever Ave, Marysville	\$ <u>95.⁰⁰</u> per month
Kynoch - 1905 Ahern, Marysville	\$ <u>80.⁰⁰</u> per month
Linda - 6180 Dunning Ave, Marysville	\$ <u>95.⁰⁰</u> per month
Loma Rica - 5150 Fruitland Rd, Marysville	\$ <u>95.⁰⁰</u> per month
Olivehurst - 1778 McGowan Rd, Olivehurst	\$ <u>85.⁰⁰</u> per month

Contractor Name ADVANCED INTEGRATED PEST MANAGEMENT (MUST BE COMPLETED)

140

ATTACHMENT 3

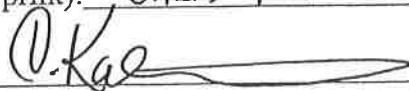
PROPOSAL FORM (page 2)

Yuba Feather – 18008 Oregon Hill Rd, Challenge	\$ <u>95.⁰⁰</u> per month
Foothill – 5351 Fruitland Rd, Marysville	\$ <u>85.⁰⁰</u> per month
McKenney – 1904 Huston St, Marysville	\$ <u>80.⁰⁰</u> per month
Yuba Gardens – 1964 11 th Ave, Olivehurst	\$ <u>145.⁰⁰</u> per month
Lindhurst High – 4446 Olive Drive, Olivehurst	\$ <u>165.⁰⁰</u> per month
South Lindhurst High – 4446 Olive Drive, Olivehurst	\$ <u>80.⁰⁰</u> per month
Marysville High – 12 E. 18 th St, Marysville	\$ <u>165.⁰⁰</u> per month <i>INCL IN MARYSVILLE</i>
North Marysville High – 1949 B St, Marysville	\$ <u>HIGH PRICE</u> per month <i>INCL IN DIST</i>
Marysville Charter Academy – 1919 B St, Marysville	\$ <u>OFFICE CAMPUS</u> per month
District Office Campus - per attached	\$ <u>225.⁰⁰</u> per month
Warehouse #2 / Dry Food – 1919 B St, Marysville	\$ <u>80.⁰⁰</u> per month

TOTAL OF ALL SITE AREAS \$ 2,270.⁰⁰ PER MONTH

The above prices will be valid for sixty (60) days from the proposal opening date.

Representative Name (please print): CHRIS KALSBECK

Representative Signature: 

Company Name: ADVANCED INTEGRATED PEST MANAGEMENT

Date: 4/5/11

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Fire Extinguisher Service Agreement

THIS AGREEMENT, MADE July 1, 2014 between
("CONTRACTOR") The Fire Guys, having a
principal place of business at 4115A Butte House Road, Yuba City,
CA, 95993 and the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"),
mutually agree as follows:

I. TERM OF CONTRACT

- (1) This Agreement will become effective as of the date above and will continue in effect through June 30, 2015, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- (1) Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A."
- (2) Contractor shall perform within the time set forth in Exhibit "A" everything required to be performed.

III. COMPENSATION

- (1) In consideration for the services and/or material referenced in Article II, scope of work by contractor, DISTRICT agrees to pay AS PER PROPOSAL FORM ATTACHMENT 4, UNIT COST OUTLINED FROM RFP #14-1006 AND DISTRICT SPECIFICATIONS. Unless provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and/or services accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of Marysville Joint Unified School District, Accounts Payable Department along with a completed W-9 Form (copy attached).
- (2) The DISTRICT reserves the right to withhold payment until order is completed and/or accepted by the DISTRICT.

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IV. OBLIGATIONS OF CONTRACTOR

- (1) While performing services thereunder, Contractor is an independent contractor and not an officer, agent or employee of the DISTRICT.
- (2) The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The Contractor is personally liable for, among other things, taxes, personal health, car insurance, Worker's Compensation for his/her own employees and business expenses for maintaining his/her office.
- (3) The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the DISTRICT be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 [] is [X] is not applicable to this agreement.

- (4) Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- (5) All equipment, supplies and services sold to the DISTRICT shall conform to the general safety orders of the State of California.
- (6) It is policy of the DISTRICT that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may

employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the DISTRICT for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the DISTRICT for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the Contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against the DISTRICT for any such claim or demand and pay or satisfy any judgment, including attorney fees and costs, that may be rendered against the DISTRICT in any such action, suit or legal proceeding.

VI. FINGERPRINTING

The Contractor shall comply with the requirements of Education Code Section 45125.1 prior to the commencement of work. Contractor shall certify in writing (see Certification Form and related documents, attached to this Agreement as Exhibit "B" and incorporated by reference) to the Governing Board of the DISTRICT that none of Contractor's employees who may come into contact with pupils have been convicted of a felony as defined in Education Code Section 45122.2

The Contractor shall provide a list of names of its employees who may come into contact with pupils to the Governing Board of the DISTRICT. Each subcontractor shall include a provision that requires each subcontractor to comply without the provisions of Education Code Section 45125.1 and this Agreement.

VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the DISTRICT and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the DISTRICT.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

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

EXECUTED AT Marysville, California, on the date first written above.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____
DISTRICT Representative Ryan DiGiulio
Assistant Superintendent of Business Services

Dated: 7/22/14

Ray McRaynolds
Contractor

20-8822737
Social Security # or Federal I.D. #

EXHIBIT A

That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of DISTRICT heretofore expressed, does hereby agree to furnish to DISTRICT services and/or materials, as follows:

Scope of Work: Annual fire extinguisher service for various district facilities and vehicles located throughout the Marysville Joint Unified School District in accordance with performance specifications of RFP #14-1006.

Specifically Includes: Regularly scheduled and special fire extinguisher services throughout Marysville Joint Unified School District per RFP #14-1006 district specifications.

Specifically Excludes:

Project Schedule: As per proposal specifications

ATTACHMENT 4

PROPOSAL FORM

The undersigned Contractor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, transportation, tools, and equipment necessary to provide fire extinguisher services in accordance with the Scope of Work, Specifications, and other contract documents provided herein.

Project Address: Marysville Joint Unified School District properties located throughout the District (see Attachment 10).

Item	Description	Unit Price
1.	CO2 type extinguishers	
	A. Annual Inspection & Service fee per unit <i>includes conductivity test</i>	\$ <u>4⁵⁰</u>
2.	Halon type extinguishers	
	A. Annual Inspection & Service fee per unit	\$ <u>4⁵⁰</u>
	B. Maintenance fee per unit (6 year tear down)	\$ <u>12⁰⁰</u>
3.	Dry Chemical type extinguishers	
	A. Annual Inspection & Service fee per unit	\$ <u>5⁰⁰</u>
	B. Maintenance fee per unit (6 year tear down)	\$ <u>No charge</u>
4.	Annual Inspection and Service of Water type extinguishers	\$ <u>5⁰⁰</u>
5.	Annual Inspection and Service of "K" Class type extinguishers	\$ <u>4⁵⁰</u>
6.	Bi-Annual inspection and service of kitchen 'range hood' suppression systems	\$ <u>50⁰⁰</u> each X 2 per year
	A. Fusible Link Fee (if extra)	\$ <u>8⁰⁰</u>

Company Name THE FIRE GUYS LLC (MUST BE COMPLETED)

ATTACHMENT 4 (continued)

7. New extinguisher, 5 lb. ABC,
Sentry or equal
Brand Bid: ANSUL \$ 46⁰⁰
8. New extinguisher, 'K' Class
Brand Bid: ANSUL \$ 246⁰⁰
9. Wall Bracket \$ 4⁵⁰
10. Vehicle Bracket \$ 10⁰⁰
11. O Rings \$ 1⁰⁰
12. Pull Pins \$ 1⁰⁰
13. Valve Stems \$ 8⁹⁵
14. Extinguisher Signs BL-108 \$ 2⁵⁰
15. Gauges \$ 8⁹⁵
16. Neck Collars \$ No charge
17. Minimum service charge (if any) for a "Call In" -
Discharged extinguishers, missing pins,
brackets, labels etc. due to vandalism or fire at
a single location
(excluding annual service) \$ 25⁰⁰
18. Hydrostatic test of CO2 extinguishers \$ 10⁰⁰
19. Hydrostatic test of Dry Chemical extinguishers \$ 10⁰⁰
20. Hydrostatic test of Water extinguishers \$ 10⁰⁰
21. Hydrostatic test of "K" Class type extinguishers \$ 10⁰⁰
22. Hydrostatic test of Halon extinguishers \$ 10⁰⁰
23. ABC Dry Chemical \$ 3⁵⁰ lb

Company Name THE Fire Guys LLC (MUST BE COMPLETED)

ATTACHMENT 4 (continued)

- | | | | |
|-----|----------------------------|----------------------|------------|
| 24. | Regular Dry Chemical | \$ 3 ⁵⁰ | lb |
| 25. | Carbon Dioxide | \$ 1 ⁰⁰ | lb |
| 26. | Halon 1211 | \$ 22 ⁰⁰ | lb |
| 27. | Ansul Cartridges exchanged | \$ 20 ⁰⁰ | ea |
| 28. | Ansul +50 C Dry Chemical | \$ 3 ⁵⁰ | lb |
| 29. | Ansul Foray Dry Chemical | \$ 3 ⁵⁰ | lb |
| 30. | Ansul PRX Liquid Chemical | \$ 128 ⁰⁰ | gal 6 Lite |

Please outline any other possible item(s) and applicable fee(s) that the DISTRICT may expect to incur under this contract: _____

see attached

Will hydrostatic tests be performed by your company? NO___ YES ☒

If no, please provide the name of the company that will perform these tests.

see attached

D.O.T. Certificate Number (attached copy): D552

The above prices will be valid for sixty (60) days from the proposal opening date.

Representative Name (please print): RAY McREYNOLDS

Representative Signature: Ray Mc Reynolds

Company Name: THE FIRE GRAYS LLC

Date: 4-18-11 5-12-13

SCHOOL SITE	APPROXIMATE EXTINGUISHER COUNT	SITE WITH KITCHEN HOOD ANSUL SYSTEMS
ARBOGA 1686 Broadway Marysville	15	X
BROWNS VALLEY 9555 Browns Vly Sch. Rd. Browns Valley	18	
CEDAR LANE 841 Cedar Lane Marysville	31	X
CORDUA 2830 Highway 20 Marysville	11	X
COVILLAUD 628 F Street Marysville	14	X
DOBBINS Dobbins School Road Dobbins	14	X
EDGEWATER 5715 Oakwood Drive Marysville	25	X
ELLA 4850 Olivehurst Ave. Olivehurst	31	X
FOOTHILL 5351 Fruitland Road Marysville	13	
JOHNSON PARK 4364 Lever Ave Marysville	19	X
KYNOCH 1905 Ahern Street Marysville	31	X
LINDA 6180 Dunning Ave Marysville	17	
LOMA RICA 5150 Fruitland Road Marysville	13	

SCHOOL SITE	APPROXIMATE EXTINGUISHER COUNT	SITE WITH KITCHEN HOOD ANSUL SYSTEMS
MCKENNEY INTERMEDIATE SCHOOL 19th & Huston Street Marysville	30	X
OLIVEHURST 1778 McGowan Parkway Olivehurst	22	X
YUBA FEATHER & Bus Shed 18008 Oregon Hill Road Challenge	24	X
YUBA GARDENS 1964 11th Ave. Olivehurst	40	X
LINDHURST HIGH 4446 Olive Drive Olivehurst	82 2 vehicles (Grounds & Ag)	X
SOUTH LINDHURST HIGH 4446 Olive Drive Olivehurst	5	
MARYSVILLE HIGH 12 E. 18th Street Marysville	55 2 vehicles (custodial & Ag)	X
NORTH MARYSVILLE HIGH 1949 B Street Marysville	8	
LINDA PRESCHOOL & LATCHKEY 6180 Dunning Ave. Marysville	2	
COVILLAUD PRESCHOOL 610 8th Street Marysville	2	
EAST MARYSVILLE CHILDRENS CENTER (Kynoch School Site) 1905 Ahern Street Marysville	4	



AMENDMENT TO
SCHOOL BUSINESS SERVICES CONTRACT

The contract by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT dated 10/22/2013 remains in effect with the following change(s):

The term of this contract is twelve months from July 1, 2014.

AGREED:

Ryan DiGiulio, Assistant Superintendent
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland

President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

Marysville Joint Unified School District

Resolution 2014-15/01

PROCUREMENT THROUGH USE OF VARIOUS STATE CONTRACTS

WHEREAS, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the district; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Marysville Joint Unified School District does declare it to be in the best interest of the district to acquire materials, equipment, supplies, services, and vehicles through use of various State of California Department of General Services and Department of Technology contracts, as the district deems necessary. These state contracts may be used through the term of the contract including extensions if the district so chooses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE Governing Board authorizes the district to accept and award purchase orders as needed for the procurement of materials, equipment, supplies, services, and vehicles through use of various State of California Department of General Services and Department of Technology contracts.

PASSED AND ADOPTED THIS 22nd DAY OF JULY 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Frank J. Crawford
President to Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2014-15/02

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2014-15

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2014-15 contract to the Marysville Joint Unified School District for approval to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED, that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2014-15 school year.

INCOME:

CPKS-4117	12-6052-0- - -8590- -9218	\$ 5,000.00
TOTAL REVENUE		\$ 5,000.00

EXPENDITURES:

	12- -0- - -1000- -	
	12- -0- - -2000- -	
	12- -0- - -3000- -	
	12- -0- - -4000- -	
	12- -0- - -5000- -	
	12- -0- - -6000- -	
	12- -0- - -7000- -	
TOTAL EXPENDITURES		\$ 5,000.00

PASSED AND ADOPTED THIS 22nd DAY OF July 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Frank J. Crawford
President - Board of Trustees

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Marysville Joint Unified School District		941-63-0816
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Gay Todd, Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i> Yuba, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15**DATE:** July 01, 2014**CONTRACT NUMBER:** CPKS-4117**PROGRAM TYPE:** PREKINDERGARTEN AND
FAMILY LITERACY PROG**PROJECT NUMBER:** 58-7273-00-4**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM and the GENERAL TERMS AND CONDITIONS (GTC-610), both available online at <http://www.cde.ca.gov/fg/aa/cdl/>, which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with the Program Requirements for Prekindergarten and Family Literacy Program and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. The total amount payable pursuant to this agreement shall not exceed \$5,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2014 through June 30, 2015 shall be included in their fiscal year 2014-15 audit due by the 15th day of the 12th month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only 156
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-7273				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2014-15/03

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2014-15

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2014-15 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2014-15 school year.

INCOME:

CSPP-4640	12-5025-0- - -8290- -9201	\$ 97,500.00
	12-6105-0- - -8590- -9210	\$ 1,553,894.00
CCTR-4323	12-5025-0- - -8290- -9201	\$ 52,796.00
	12-5025-0- - -8290- -9201	\$ 25,185.00
	12-6105-0- - -8530- -9212	\$ 85,307.00

TOTAL REVENUE \$1,814,682.00

EXPENDITURES:

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

TOTAL EXPENDITURES \$1,814,682.00

PASSED AND ADOPTED THIS 22nd DAY OF July 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Frank J. Crawford
President - Board of Trustees

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**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4640

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 58-7273-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICESCONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

The funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,651,394.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	48,034.0
Minimum Days of Operation (MDO) Requirement	175

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,651,394	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only 158
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,651,394	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Marysville Joint Unified School District		<i>Federal ID Number</i> 941-63-0816
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Gay Todd, Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i> Yuba, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1919 B Street

Marysville, Yuba County

CA, 95901

Check ☐ if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Marysville Joint Unified School District	CONTRACT # CSPP-4640
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Gay Todd, Superintendent	
SIGNATURE	DATE

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CCTR-4323

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$163,288.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	4,750.0
Minimum Days of Operation (MDO) Requirement	236

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1919 B street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 163,288	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 163,288	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Marysville Joint Unified School District		941-63-0816
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Gay Todd, Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	Yuba, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

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to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1919 B Street

Marysville, Yuba County

CA, 95901

Check ☐ if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT #
Marysville Joint Unified School District	CCTR-4323
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Gay Todd, Superintendent	
SIGNATURE	DATE

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Professional Services Agreement
Marysville Joint Unified School District

This Agreement for facility services is entered into on July 22, 2014, by and between the Marysville Joint Unified School District herein referred to as the "District" and Eric Hall & Associates, a California Limited Liability Corporation, referred to as the "Consultant," who agrees to provide services to the District under the terms, conditions and scope of services as described herein.

SCOPE OF SERVICES

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the services as more particularly described as the work plan and scope of services in *Exhibit A*, attached hereto and incorporated herein by reference. The Consultant and District agree that the work performed as identified in Attachment A is of a highly specialized nature, does not require any associate of Consultant to possess a credential issued by the California Commission on Teacher Credentialing. The Consultant and District agree that employees in the District are not experienced or qualified to perform these tasks and as such the work performed qualifies as an independent contractor assignment and is not subject to earnings limitations and the time is not reportable to CalPERS or CalSTRS.

TOBACCO-FREE FACILITY

The District and its facilities are tobacco-free environments. Tobacco use is prohibited at all times on all District properties.

FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds. Work Performed in advance of contract approval shall be done at the sole risk of Consultant.

COMPENSATION/COSTS AND PAYMENT SCHEDULE

Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in *Exhibit B*, attached hereto and incorporated herein by reference. With prior approval of the District, the Consultant may sub-contract with other firms for specific legal, financial, demographic or other support, as necessary.

CONFIDENTIALITY OF SERVICES OR WORK

All correspondence and dialogue between the parties, as well as documentation prepared by either party in conjunction with services performed under this Agreement shall remain confidential.

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OWNERSHIP OF DOCUMENTS OR WORK

All documents prepared by Consultant pursuant to the scope of services of this Agreement shall be the property of the District. Consultant may use the content and form of such documents for other work performed by Consultant for other parties, so long as references to the District are only included upon express written consent of the District.

CONSULTANT & DISTRICT CONTACT PERSONS' NAMES & ADDRESSES

FOR THE CONSULTANT:

Eric J. Hall
President
Eric Hall & Associates
5245 Avenida Encinas, Suite A
Carlsbad, CA 92008
(760) 602-9352
eric@ehanda.com

FOR THE DISTRICT:

Ryan DiGiulio
Assistant Superintendent of Business Services
Maryville Joint Unified School District
1919 B St
Marysville, CA 95901
(530) 749-6115
rdigiulio@mjusd.com

TERMINATION

This Agreement shall commence on may be terminated by either party with a thirty (30) day written notice. In the event that the agreement is terminated prior to the completion of the work as identified in Exhibit A, the Consultant shall be compensated for the work completed on a prorated basis.

INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the District. The Consultant shall not be required to keep specific work hours, equipment or a specific office and shall uses independent means and methods for performing the tasks as identified in the scope of services.

HOLD HARMLESS

The Consultant agrees to hold harmless, defend, and to indemnify the District, its officers, agents, and employees against all claims, demands and causes of action by Consultant, employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by the Consultant as identified in the scope of this agreement and resulting from the negligent act or omissions of Consultant, it's agents, employees or subcontractors.

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AUDIT

The Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent financial documents, books, papers, and records related to this Agreement.

NON-SOLICITATION.

District agrees that during the term of this Agreement and for a period expiring one (1) year after the date of termination of this Agreement, District will not directly or indirectly solicit, hire or contract with any employees or independent contractors of Consultant for District's own benefit or for the benefit of any other party. This one-year period shall be tolled for any time period that District is in violation of this paragraph.

The parties agree that District will be liable to Consultant for liquidated damages for each violation of this paragraph, as follows: District shall pay to Consultant an amount equal to the greater of (a) one hundred percent (100%) of the gross amounts paid to the employee or independent contractor who was involved in the violation of this paragraph during the one year period commencing as of the date the employee or independent contractor first receives payment as a result of District's violation of this paragraph or (b) one hundred percent (100%) of the gross revenues for the one year period preceding the termination of this Agreement.

The parties agree that these measures of damages are reasonable compensation for Consultant's interest and investment in its business, employees, independent contractors and proprietary information. The provisions of this paragraph shall survive the termination of this Agreement.

INSURANCE REQUIREMENTS

The Consultant shall maintain and shall cause each subcontractor to maintain General Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability,	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$2,000,000 per occurrence

Upon request by the District, the Consultant shall provide, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional

GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

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COMPLIANCE WITH LAW

The Consultant shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This Agreement is of no force or effect until approved by the Board of Trustees of the District and executed by a District official delegated the responsibility by the Board.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed By both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

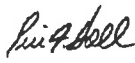
DISTRICT: Marysville Joint Unified SD

CONSULTANT: Eric Hall & Associates

By: Ryan DiGiulio, Assistant Superintendent,
Business Services

By: Eric J. Hall, President

Print Name Ryan DiGiulio


Print Name: Eric J. Hall

Date 7/22/14

Date: June 26, 2014
Tax Payer Identification # 20 464 1725

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***Marysville Joint Unified School District
Facility Support Services
Exhibit A***

Scope of Services and Work Plan

Eric Hall & Associates (EH&A) proposes to provide school facility support services for the Marysville Joint Unified School District (District) on an interim basis to include the scope of services and work plan as identified below.

- ✓ Assist the District with day-to-day Facility services and serve as the District's representative with State agencies for school facility project planning, funding and closeout;
- ✓ Serve as liaison with State agencies and assist the District in obtaining State agency regulatory, California Environmental Quality Act (CEQA) and funding approvals;
- ✓ Attend Board meetings, Bond Oversight Committee Meetings and other meetings as requested, providing updates on Legislative, Budget, Construction and Facility matters;
- ✓ Assist in determining energy efficiency program and projects, coordinating with consultants and engineers and analyzing district facilities to determine eligible Proposition 39 projects and coordinating the necessary submittals and approvals to obtain project approval and funding;
- ✓ Assist in identifying and planning Deferred Maintenance Projects, coordinating with district Maintenance and Operations staff on the bidding and staging of work projects and assisting in calendaring launch completion and close out of projects in a timely and efficient manner;
- ✓ Assist in the facility planning and construction for District facility projects as needed to include attending meetings and preparing reports, coordinating with the contractor, architect, inspector of records and appropriate public agencies regarding the permits, plans, and construction progress;
- ✓ Assist in identifying funding strategies, bridge financing and negotiation to maximize District resources;
- ✓ Assist in processing project close out with certification through the Division of the State Architect;

- ✓ Assist the District in serving as the District representative and liaison with the Office of Public School Construction, State Allocation Board, Department of Education, and other State agencies, complying with information requests, annual reports and certifications and keep the District informed on opportunities to maximize eligibility and funding for school facility projects;
- ✓ Coordinate with the local planning agencies on the approval of school facility improvements, additions and new projects and represent the District with consultants to facilitate the identification of environmental and community impacts, CEQA compliance and projected timelines and calendars for process and approvals;
- ✓ Provide recommendations to the District and serve as the District representative on planning and design of facilities including budget development, identification of scope and programs as well as the selection and oversight of contractors, design professionals, consultants, environmental professionals and inspectors;
- ✓ Assist in strategically planning project designs and schedules and explore and pursue funding and finance methods, and estimated budgets and costs to enhance successful program administration and execution;
- ✓ Synthesize and report to the District pertinent facilities information and provide advice on state agency updates, regulations, legislation, eligibility and school facility trends and funding programs impacting the District
- ✓ Conduct an organizational study of the Facilities Services functions to include contracting, energy management, fiscal accounting and budgeting, planning, design, construction, closeout and projections of future facilities as well as the communications function and provide a report detailing findings and recommendations regarding staffing, compensation, levels of support and titles and job descriptions for recommended staff including reporting relationships and managerial functions and oversight.

***Marysville Joint Unified School District
Facility Support Services
Exhibit A***

Compensation and Payment Terms

The contract price shall be at the rate \$1,400 per day. When applicable, EH&A shall be reimbursed at a flat rate of \$250 per day for expenses and shall include all expenses of EH&A including travel, mileage meals and any overnight expenses necessary for EH&A, to perform the scope of services and work plan as identified. Time will be calculated and prorated based upon an 8 hour day.

The contract days and amount shall not exceed 12 days or \$19,800 (contract price plus expenses) per any 30 day period. The contract shall not exceed \$59,400 (contract price plus expenses) for the contract period. The contract shall commence on July 23, 2014 and shall terminate on October 22, 2014, unless amended and extended by mutual agreement of the District and EH&A. The contract may be terminated without cause at any time by either party.

EH&A shall submit an itemized invoice monthly to the District. The District shall process and pay invoices within 30 days of receipt. EH&A shall submit monthly invoices detailing the date of work performed, a description of the tasks and days or portions of days worked shall be specified.