

**MARYSVILLE HIGH SCHOOL**  
**ANNUAL WASC MJUSD BOARD OF TRUSTEES PRESENTATION**  
*Tuesday, September 23, 2014*

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## **I. THE MARYSVILLE HIGH SCHOOL PREAMBLE**

### **PURPOSE STATEMENT**

Marysville High School stands for TRUTH, TOLERANCE, and LIBERTY in order to produce graduates, who are RESPONSIBLE, RESPECTFUL, and HEALTHY **CITIZENS**, competent **WORKERS**, and effective intrapersonal and interpersonal **COMMUNICATORS & PROBLEM SOLVERS**.

### **MISSION STATEMENT**

**WHERE ATTENTION** (*ACADEMIC ACHIEVEMENT, QUALITY INSTRUCTION, & PERSONALIZATION of LEARNING*) **GOES, ENERGY FLOWS, and RESULTS SHOW.**

### **School-Wide Student Goals (SSG's)**

*All students will become **respectful, responsible, and healthy citizens**.*

*All students will become **competent workers**.*

*All students will become effective inter-personal and intra-personal communicators and problem solvers. (Including MAAGy's)*

### **The A's, B's, C's, D's, & E's of SCHOOL SUCCESS**

- "A"** = **Attendance**
- "B"** = **Belonging**
- "C"** = **Completing all assignments and turning them in to your teacher**
- "D"** = **Discussion with, or contacting, teachers and school**
- "E"** = **Each night, same time & place, set aside one hour for homework or reading**

## **II. WASC ACTION PLAN GOALS**

**GOAL # 1** (Growth Area): *Implement, to a greater degree, a variety of instructional strategies to provide differentiated standards-based instruction and interventions to enable all students to succeed.* **INSTRUCTIONAL**

**GOAL # 2** (Growth Area): *Heighten Marysville High School students' awareness of post-secondary career and college opportunities available to them and strengthen students' skills and knowledge to ensure they are prepared to pursue the career path of their individual aptitude, interest, and choice.* **SCHOOL-TO-CAREER**

**GOAL # 3** (Growth Area): *Determine minimum requirements for teachers' use of technologies and provide necessary training and tools for standards-based instruction to meet the needs of all students.* **TECHNOLOGY**

- The number of Marysville High School seniors completing A-G requirements (WASC Goal #2) has steadily increased from **21.5%** in 2007-2008; to **26.6%** in 2008-2009; to **29.2%** through 2009-2011; **33%** in 2011-2012; **25%** in 2012-2013; and **29.5%** in 2013-2014. (Aeries)
- Marysville High School's 2013 **dropout rate** is recorded at **0.0%** improving from the 2012 dropout rate recorded at 2.2%, which was down from the 3.4% dropout rate in 2011. The 2010 dropout rate is documented at 1.4%. (*Data Quest/Cal Pads*)\*
- The number of students suspended for fighting decreased in 2011-2012 from **103** in 2002-2003, **75** students in 2003-2004, to **58** in 2004-2005, to **27** in 2005-2006, **34** in 2006-2007, **42** in 2007-2008, to **27** in 2008-2009, **22** in 2009-2010, back to **27** in 2010-2011, down to **21** in 2011-2012, increased to 31 in 2012-2013, and reduced to **20** in 2013-2014.(PASS)
- The number of incidents, and the number of days of suspension, for use of "*drugs and alcohol*" has gone from **29** incidents for **145** days in 2005-2006, to **17** incidents for **85** days in 2006-2007, to **23** incidents for **115** days in 2007-2008, to **13** incidents for 65 days in 2008-2009, **22** incidents for **110** days in 2009-2010, **36** incidents for **180** days in 2010-2011, **18** incidents for 90 days in 2011-2012, 29 incidents for 137 days in 2012-2013, and **23** incidents for **115** days in 2013-2014. (PASS).
- Student **attendance** has increased from **94.9%** in 2003-2004 (our school goal is 95%) to **95.9%** in 2004-2005; to **95.9%** in 2005-2006; to **96.1%** in 2006-2007; **96.6%** in 2007-2008; **96.5%** in 2008-2009; **96.4%** in 2009-2010, **96.7%** in 2010-2011 to **95.6%** in 2011-2012, **95.4%** in 2012-2013, and **95.9%** in 2013-2014. (PASS)
- **ATHLETIC PARTICIPATION for 2013-2014:** 439 out of 934 students (**47%** of our school---duplicated count) participated in athletics last year. Our athletes' "cleared" attendance rate was an astonishing **99.72%**. 14 sports and 24 different levels of play were offered. 82 varsity athletes out of 275 (30%) earned Academic All Golden Empire League honors. This means these students earned a 3.5 GPA or higher during their season.
- **CHAMPIONSHIPS:** Marysville High School won the Golden Empire League **varsity softball** championship for the **FOURTH** year in a row. Our varsity golf and girls' track teams won GEL Championships. Our varsity football, volleyball, boys' basketball, softball, tennis, golf, track, and swimming teams all made the playoffs.
- **STATE RANKINGS:** On the **California "state" ranking** of high schools, on a scale of 1-10 (10 being the highest) Marysville High School had scored a "6" every year from 2005 to 2008. In 2008, **the "similar" schools ranking**, ranking Marysville High School with similar California high schools, Marysville High School ranked a "7", up from a "5" the previous year. In 2010 Marysville earned a "6" in similar schools and a "5" in state ranking. In 2011-2012, MHS earned a "5" statewide ranking and a "4" in similar school ranking. In 2012, Marysville High School improved by one ranking earning a "6" statewide ranking and a "5" in similar school ranking. In 2012-2013, MHS earned a "5" statewide ranking and a "4" similar school ranking. (Data Quest).

### III. GOALS for 2014-2015

#### ACADEMIC ACHIEVEMENT

- Increase the percentage of subgroup students scoring “proficient” (380 or above) on the **CAHSEE** by 10% each, as compared to the previous year’s performance, for “*socioeconomically disadvantaged*”, “*white*” and “*school-wide*” students in math, and English Language Arts. (**WASC Goal #1**) (Program Improvement Goal) (Operation Safe Harbor)
- **83%** of 2014 -2015 sophomores pass the ELA portion of the **CAHSEE** and 87% of 2014 -2015 sophomores pass the math portion of the CAHSEE *the first time they take the exam*.
- Increase site-level **AP exam** passage rates from 54% to 58.5%.
- Increase **EAP exam** passage rates from 12% to 14% in ELA and from 57% to 58% in math.
- Successful completion of our **WASC Self-Study** and achievement of renewed accreditation.

#### QUALITY INSTRUCTION

- Develop a schoolwide learning skills (including *content literacy, study, and organizational skills*) program for ALL students. (**WASC Action Goal #1 and #2**)
- Establish grade level PLC collaboration to reinforce integration of content and learning skills.
- Develop and implement a “push-in, pull out” special education delivery model, starting with three four study skills sections for special ed. students in 2014-2015.
- Implement the “Integrated Math I” and “Integrated Math I Support” classes in 2014-2015.
- Train 85% of teachers in Illuminate and monitor teachers’ application of instructional strategies fostered by Illuminate. (**WASC Action Goal # 1 & 3**)
- Work with our district leadership toward a Full Time Equivalent (FTE) formula in order to maintain current Career Tech courses and resources, development of career paths, and effective acceleration and intervention course offerings. (**WASC Action Goal # 2**)
- Engage in substantive discussions with our science department, schoolwide and districtwide, and provide training to develop an effective delivery model for the Next Generation Science Standards. (**WASC Action Goal # 1**)
- Continue implementation of Positive Behavior Intervention and Supports (PBIS) Tier I schoolwide program, begin implementation of Tier II CICO, and develop plan for Tier III interventions. (**WASC Action Goal # 1 & 2**)
- Fully utilize all aspects of Aeries to maximize parent, student, and teacher communication.
- Integrate online student and teacher information sharing and submitting work online via “Google”. (**WASC Action Goal # 1 & 3**)

#### PERSONALIZATION of LEARNING

- Increase the number of students completing A-G requirements from **29.5%** to **35%** (**WASC Goal #2**)
- Reduce suspensions, expulsions, and tardies each by 10%
- Reduce “F”s by 10% (**WASC GOAL #1**)
- Maintain “dropout” rate at **0.0%**
- Increase “graduation” rate from 98.3% to **99%**

## IV. TOOLS for 2014-2015

### ACADEMIC ACHIEVEMENT & QUALITY INSTRUCTION

- *We have three school rules: Be Respectful, Be Responsible, and Be Healthy*
- Achieve a ***shared vision and mission*** for Marysville High School (*Education for the Future Initiative*)(WASC Self-Study)
- Continue Math, Literacy, and Strategic Collaboration Models and develop effective school wide ***collaboration*** model to improve student academic performance in core and **common core content standards**.
- Continue discipline specific content literacy trainings, through SCOE and PCOE, to integrate schoolwide learning skills (reading, writing, thinking).
- Train teachers and encourage application of Illuminate
- Training for math teachers, via SCOE and textbook publishers, to implement Integrated Math.
- Implement school wide Positive Behavior Support & Intervention (PBIS) program (Tiers I & II).

### PERSONALIZATION of LEARNING

- ***Coordinated Services Team***
- Peer Student Tutors for Strategic CAHSEE class , Strategic Math, and EL Tutoring
- Expansion of ***Tutoring After School (TAS)*** program
- Utilization of SES tutoring
- ARIES GRADEBOOK = Teachers' grade books posted on the internet for parents and students along with attendance, transcripts, graduation status, and more. (**WASC Goal # 3**)
- ***Implement student use of Google services for word processing, networking, presenting, and achieving common core content standards.***
- TEACHER WEB PAGES
- Anti-Bullying training, and follow up, via Kevin Bracey
- **Implement school wide Positive Behavior Support & Intervention (PBIS) program.**
- ***Cyber-bullying, drug use, violence prevention training, instruction, Multimedia Assemblies***
- ***Drug Dogs***
- ***Implement Transitions program, with "I(Indian)-Trainers" for incoming 9<sup>th</sup> graders***

## V. INVITATION

We invite our board, and our community, to visit our school any time, any day you choose. We invite you to our varsity football game this Friday night, when Marysville and Lindhurst High School square off for the 42<sup>nd</sup> time. We hope you will notice our attention to detail, in terms of the grounds, the hallways (both in terms of traffic and cleanliness), the restrooms, our quality relationship with community partners, our commitment to ***ACADEMIC ACHIEVEMENT, QUALITY INSTRUCTION, and PERSONALIZATION of LEARNING***, and the general "feel" of our campus.

***"WHERE ATTENTION GOES, ENERGY FLOWS, and RESULTS SHOW"***



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

### Introduction:

**LEA:** Marysville Joint Unified School District      **Contact** Gay S. Todd, Ed.D., Superintendent, [gtodd@mijusd.com](mailto:gtodd@mijusd.com),      **530-749-6102**

**LCAP Year:** 2014-15

### ***Local Control and Accountability Plan (LCAP) and Annual Update***

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

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

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

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

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

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

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## State Priorities

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

### **A. Conditions of Learning:**

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

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

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

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

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

### **B. Pupil Outcomes:**

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

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

### **C. Engagement:**

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

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

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

## Section 1: Stakeholder Engagement

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

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

### **Guiding Questions:**

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

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

Involvement Process	Impact on LCAP
<p><b>#2. COMMUNITY LEVEL INPUT:</b>  MJUSD held the following community LCAP input meetings:</p> <ul style="list-style-type: none"> <li>•1/23/14- District Advisory Committee (DAC).</li> <li>•2/26/14 Community Input at McKenney Intermediate School.</li> <li>•2/27/14- Community Input at Yuba Gardens Intermediate School.</li> <li>•3/05/14- District English Learner Advisory Committee (DELAC).</li> <li>•Question and Answer period began each community input session with Superintendent and Executive Director of Educational Services.</li> <li>•Online Parent/Staff/Community survey window open from 2/21/14-4/4/14 in English, Hmong, and Spanish for input on LCAP.</li> </ul> <p><b>#3. COMMUNICATION REGARDING LCAP PROCESS:</b></p> <ul style="list-style-type: none"> <li>•SchoolMessenger from Superintendent on 2/21/14 asking parents to attend input meetings and complete the online survey (9,886 calls were made). Calls were sent out in English, Hmong, and Spanish based on the Home/Language Survey of each student.</li> <li>•Flier for LCAP Community Input sessions sent home with students in English, Hmong, and Spanish on 2/20/14.</li> <li>•MJUSD Fact Sheet with specific programs and/or initiatives regarding the SBE eight priorities was available at each of the community input sessions.</li> </ul> <p><b>#4. SURVEY DATA:</b></p> <ul style="list-style-type: none"> <li>•Online LCAP survey (<a href="http://www.mjusd.com">www.mjusd.com</a>) in English, Hmong, and Spanish.</li> <li>•Hard copies of online survey were available at school sites in English, Spanish, and Hmong for those households without internet service.</li> <li>•School Newsletters advertised online survey.</li> </ul> <p><b>Final Steps for Board Approval of LCAP:</b></p> <ul style="list-style-type: none"> <li>•Shared first draft of LCAP with DAC on 5/21/14.</li> <li>•Draft LCAP given to Principals and Assistant Principals on 5/29-30/14 and encouraged them to share with site staff.</li> <li>•First draft of LCAP made available on district website for public review and comments on 6/10-17/14.</li> <li>•Special Board meeting to present draft LCAP and hold public hearing on 6/17/14.</li> <li>•LCAP revisions completed and reposted on 6/18/14.</li> <li>•LCAP and budget adopted by Board of Trustees on 6/24/14.</li> </ul>	<p><b>#2. COMMUNITY LEVEL IMPACT:</b></p> <ul style="list-style-type: none"> <li>•Each of the input meetings was well attended by parents, students, and community members.</li> <li>•A carousel activity had participants moving to three different charts (Engagement, Conditions of Learning, &amp; Learning Outcomes) where they posted Commendations and Areas for Growth.</li> <li>•All suggestions were first sorted by categories, and then listed in a second document under one of the Eight SBE Priorities. Copies of both reports of the collected data were posted on the MJUSD website.</li> </ul> <p><b>#3. COMMUNICATION IMPACT REGARDING LCAP:</b></p> <ul style="list-style-type: none"> <li>•Parents, school site staff, and community members had multiple opportunities to submit their recommendations through a variety of mediums. As such, there was an excellent turn out at the DAC meeting, DELAC meeting, the two Community Input sessions, and responses via the online survey.</li> <li>•The SchoolMessenger calls, fliers regarding the community input sessions, and the online survey were done in one of our three primary languages spoken in the district. (English, Hmong, and Spanish)</li> </ul> <p><b>#4. IMPACT OF SURVEY DATA:</b></p> <ul style="list-style-type: none"> <li>•Parent, Community, and Staff online surveys were available from 2/21/14-4/4/14, in English, Hmong, and Spanish on the MJUSD website. As such, all survey data has been tabulated and written suggestions have been included in the LCAP planning process.</li> <li>•The school newsletters provided an additional way to inform parents and the community about their ability to participate in the development of the LCAP.</li> </ul>

## Section 2: Goals and Progress Indicators

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

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

### **Guiding Questions:**

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

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

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

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
<b>Need:</b> Educators need ongoing training in instructional Strategies and Practices. <b>Metric:</b> Professional development records and workshop evaluations.		All.	All.		Establish baseline of educator effectiveness student achievement through the Smarter Balanced Assessment results.	Continuous improvement.	Continuous improvement.	<b>#2. Implementation of CCSS.</b> Multiple venues and opportunities for professional development in CCSS and Next Generation Science will be instituted for our certificated staff. Self-monitoring tool needs to be developed.
<b>Need:</b> All students must have access to state and board approved materials. <b>Metric:</b> Instructional Materials Sufficiency report to the board.		All.	All.		100% of students will have access to state and board approved textbooks.	100% of students will have access to state and board approved textbooks.	100% of students will have access to state and board approved textbooks.	<b>#1. Basic Conditions.</b> Mathematics materials will be purchased in 2014 -15. Common Core and Next Generation instructional materials will be purchased as needed. ELA textbooks will be purchased in 2016-17.
<b>Need:</b> Regional Occupation Program (ROP) and Career Technical Education (CTE) courses. <b>Metric:</b> Master Schedule.		All.	All.		Maintain current number of ROP and CTE courses at each high school. Establish baseline number of courses per student.	Maintain current number of ROP and CTE courses. Maintain baseline.	Maintain current number of ROP and CTE courses. Maintain baseline.	<b>#5. Pupil Engagement.</b> <b>#6. School Climate.</b> <b>#7. Course Access.</b> <b>#8. Other Pupil Outcomes</b> ROP and CTE programs will be funded by MIUSD at their current levels to ensure the maintenance of electives at our comprehensive high schools.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
<b>Need:</b> Reinstatement of the Junior Air Force Reserve Officers Training Corp (JRAFROTC) program at LHS. <b>Metric:</b> Budget records.		All.	All.		Set aside of 50% of startup costs.	Set aside of 50% of startup costs.	Set aside of 100% of annual program funds \$150, 000.	<b>#5. Pupil Engagement.</b> <b>#6. School Climate.</b> <b>#7. Course Access.</b> <b>#8. Other Pupil Outcomes</b> One-half of start-up funds will be set aside to reinstate the AFJROTC program at LHS in 2014-15 and 2015-16. One-year of program costs will be set aside to reinstate the AFJROTC program at LHS in 2017-18. \$150,000 will be set aside to cover the district annual contribution for reinstating the AFJROTC program at LHS in 2017-18.
<b>Need:</b> Access to a music program. <b>Metric:</b> Staffing Records and Master Schedules.		All.	All.		Establish a baseline of students enrolled in music classes.	Increase the percentage of students enrolled in music at the Intermediate level.	Increase the percentage of students enrolled in music at the Intermediate and Elementary.	<b>#5. Pupil Engagement.</b> <b>#6. School Climate.</b> <b>#7. Course Access.</b> <b>#8. Other Pupil Outcomes</b> Sections of music instruction will be added at K-8 school
<b>Need:</b> K-3 class sizes must maintain no higher than a site average of 24 students. <b>Metric:</b> Staffing Records and Master Schedules.		All.	All.		Maintain.	Maintain.	Maintain.	<b>#1. Basic Conditions.</b>



Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
<b>Need:</b> Intervention/acceleration classes. <b>Metric:</b> Staffing Records and Master Schedules.		All.	All.		<b>Metric:</b> Increase, as needed, the number of intervention/acceleration classes at a minimum level of 30 sections/class periods.			#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes With the current staffing formula, intervention/acceleration classes will be reinstated.
<b>Need:</b> Students must have access and enroll in a broad course of study (EC 51220). A-G requirement/CTE. <b>Metric:</b> Staffing Records and Master Schedules.		All.	All.		Maintain.	Maintain.	Maintain.	#2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes Students access and enroll in a broad course of study (EC 51220). A-G requirement/CTE
<b>Need:</b> Improved student literacy levels. <b>Metric:</b> Accelerated Reader scores and CAASPP.		All.	All.		Establish baseline for K-12 students in reading at or above grade level.	Increase grade 3-11 students in reading at or above grade level by 3%.	Increase grade 3-11 students in reading at or above grade level by 3%.	#2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes Library software (Destiny) will continue to be funded to increase and accelerate student's literacy levels.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
<b>Need:</b> Graduation rates need to improve. <b>Metric:</b> Graduation Rates.		All.	All.		Increased graduation rates from 79.5% to 81%.	Increased graduation rates from 81% to 83%.	Increased graduation rates from 83% to 85%.	#. 5 Pupil Engagement. HQ, PD, Instructional materials, ROP, CTE, ROTC, Music, K-3 CSR, Intervention, acceleration courses, A-G access Technology, Data accountability and assessment system, Facility maintenance, counseling, PBIS listed above will take place as defined under Goal 1, Section 2.
<b>Need:</b> California High School Exit Exam (CAHSEE) proficiency rates need to improve. <b>Metric:</b> CAHSEE Results.		All.	All.		Increase CAHSEE math rates from 78% to 80%, CAHSEE English rates from 76% to 78%.	Increase CAHSEE math rates from 80% to 82%, CAHSEE English rates from 78% to 80%.	Increase CAHSEE math rates from 82% to 84%, CAHSEE English rates from 80% to 82%.	
<b>Need:</b> Student attendance needs to improve. Chronic absenteeism and dropout rates need to decrease. <b>Metric:</b> Student attendance records.		All.	All.		Improve student attendance from 95.9% to 96.5%.	Improve student attendance from 96.5% to 97%.	Improve student attendance from 97% to 97.5%.	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
<b>Need:</b> Student achievement needs to improve. <b>Metric:</b> California Assessment of Student Performance and Progress (CAASPP), local benchmark results and other multiple measurements TBD.		All.	All.		<b>Metric:</b> Baseline data will be established via State and district assessments in E/LA.	Students in all subgroups, who are not at the proficiency level, will show an increase of 5%.	Students in all subgroups, who are not at the proficiency level, will show an increase of 5%.	<b>#4. Pupil Achievement.</b> HQ, PD, Instructional materials, ROP, CTE, ROTC, Music, K-3 CSR, Intervention/acceleration courses, A-G access, Technology, Data accountability and assessment system, Facility maintenance, counseling, PBIS listed above will take place as defined under Goal 1, Section 2.
<b>Need:</b> Increased Advanced Placement (AP) and Early Assessment Program (EAP) passing rates. <b>Metric:</b> Assessment results.		All.	All.		Increased site-level AP exams passage rates from 26% to 30% and increase the EAP exam passage rates in English Language Arts (ELA) from 0% to 1% and math from 7% to 8%.	Increased site-level AP exams passage rates from 30% to 35% & EAP exam passage rates in ELA from 1% to 2% and math from 8% to 9%.	Increased site-level AP exams passage rates from 35% to 40% & EAP exam passage rate in ELA from 2% to 3% and math from 9% to 10%.	
<b>Need:</b> Improved English learner reclassification rate. <b>Metric:</b> California English Language Development Test (CELDT) and Reclassification records.		English Learners.	All.		EL rate of reclassification will increase by 2% from 10.5% to 12.5%	<b>Metric:</b> EL rate of reclassification will increase by 2% from 12.5% to 14.5%.	<b>Metric:</b> EL rate of reclassification will increase by 2% from 14.5% to 16.5%.	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
As indicated by our community input meetings and survey results, there is an overwhelming desire to:	Goal 2: Enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is culturally responsive to all students.	All.	All.					
<b>Need:</b> Facility maintenance. <b>Metric:</b> Deferred Maintenance Plan objectives met.		All.	All.		Deferred maintenance budget established.	Maintain.	Maintain.	<b>#1. Basic Conditions.</b> Deferred Maintenance budget will be increased to provide the financial resources for the Deferred Maintenance Plan.  •Set aside funds to keep our current school facilities (built between 1931 and 1957) in good repair.
<b>Need:</b> Assure compliance, safeguard assets and funding. <b>Metric:</b> Deferred Maintenance Plan objectives met.		All.	All.		Hire.	Maintain.	Maintain.	<b>#1. Basic Conditions.</b> Hire Internal Auditor & Compliance Officer.  Hire Categorical Specialist (financial).

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
<b>Need:</b> Health services for students with ongoing health issues. <b>Metric:</b> Deferred Maintenance Plan objectives met.		All.	All.		Decreased student to nursing ratio.	Maintain.	Maintain.	<b>#4. Pupil Achievement.</b> <b>#5. Pupil Engagement.</b> <b>#6. School Climate.</b> One additional registered nurse will be hired for the 2014-15 school year along with six 0.5 FTE health clerks.
<b>Need:</b> Increased counseling services at the secondary level. <b>Metric:</b> Student to counselor staffing ratios.		All.	All.		Decreased student to counselor ratio.	Maintain.	Maintain.	<b>#6. School Climate.</b> Counseling services will be expanded at comprehensive high schools and extended to the intermediate schools for social/emotional counseling services.
<b>Need:</b> Increased Positive Behavioral Interventions and Supports. <b>Metric:</b> Staffing Records and PBIS Reports.		All.	All.		Establish baseline Tool and baseline.	Improve.	Improve.	<b>#4. Pupil Achievement.</b> <b>#5. Pupil Engagement.</b> <b>#6. School Climate.</b> One FTE PBIS District Coordinator will be hired for the 2014-15 school year to coordinate activities at participating school sites and will assist schools with staff training who wish to implement the program next year.
<b>Need:</b> Increase attendance clerks and library clerks. <b>Metric:</b> Staffing records, Accountability measures defined in Section 1.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	<b>#4. Pupil Achievement.</b> <b>#5. Pupil Engagement.</b> <b>#6. School Climate.</b> Additional staff will be hired.

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

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

### Section 3: Actions, Services, and Expenditures

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

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

#### **Guiding Questions:**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access.	Increase instructional time and/or student participation in learning opportunities for EL, Students with Disabilities, and Foster Youth while retaining <del>and/or</del> and attracting highly qualified teachers.	<ul style="list-style-type: none"> <li>Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.</li> </ul>		Funding Source: LCFF \$\$ TBD/Negotiable.	Funding Source: LCFF \$\$ TBD/Negotiable.	Funding Source: LCFF \$\$ TBD/Negotiable.



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

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

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

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

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

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# Overview

More information about Recommended Literature: Pre-K-12.

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The California Department of Education (CDE) coordinated the development of Recommended Literature: Prekindergarten Through Grade Twelve with the assistance of teachers, library media teachers employed by schools and public libraries, administrators, curriculum planners, and parents. Thousands of selections were reviewed before the list was finalized. The titles represent various types of literature related to all curriculum disciplines. These selected titles should not be viewed as an all-inclusive list. New and exciting selections of literature become available every day. CDE will periodically review and update this list to keep it current.

The purposes of the recommended literature list are to:

- Encourage students to read literature related to all curriculum areas and to view such reading as a worthwhile activity.
- Help students choose quality literature to further their understanding of all curricular areas.
- Aid parents in choosing quality literature to enhance and extend their child's understanding of all curricular areas.
- Help school curriculum planners and teachers select and infuse literature into all classes.
- Promote the cross-curricular connection between English language arts curriculum and all curricular areas.

The 2012 list updates and replaces earlier documents published by the California Department of Education (CDE): *Recommended Literature: Kindergarten Through Grade Twelve* (2009), *Recommended Readings in Literature: Kindergarten Through Grade Eight* (1996), and *Recommended Literature: Grades Nine Through Twelve* (1990). It also includes the previously separate lists Literature for Science and Mathematics: Kindergarten Through Grade Twelve (2006), and Literature for History-Social Science and Visual and Performing Arts: Kindergarten Through Grade Twelve (2008). The 2012 list includes more than 7,800 fully annotated titles in six languages commonly spoken by California students. This list has been updated in the following ways:

- Appropriate contemporary titles have been added to make the list more comprehensive, expanding options for classroom teachers, librarians, and students.
- Titles no longer in print or readily accessible in schools and libraries have been noted.
- Titles have been selected that reflect current research and understandings in all curricular areas.
- Among the considerations for selection of titles for this list were opportunities for augmenting standards-aligned instruction.

Some annotations were taken from Web sites such as the [Association for Library Services to Children](#) , the [Library of Congress' Online Catalog](#) , [Follett Library Resources](#) , book award-related sites, and others.

**Questions: Roxane Fidler | [rfidler@cde.ca.gov](mailto:rfidler@cde.ca.gov) | 916-323-4861**

Last Reviewed: Tuesday, October 15, 2013

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# FAQs

Answers to the questions most commonly asked related to Recommended Literature: Pre-K-12.

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1. [Do I need to fill in all of the blanks and choose an option in each category before I conduct a search?](#)
  2. [Why does my search return zero results?](#)
  3. [Why is there a keyword search or "string" search and not a subject search?](#)
  4. [Can I list all of the books on a certain subject area or keyword without having to enter a grade level or author?](#)
  5. [Why does it take so long to conduct a search?](#)
  6. [Do I have to know the name of the book or the author's name to search the list?](#)
  7. [Do I have to know the name of the book or the author's name to search the list?](#)
  8. [Can I print out the entire list of titles in the database including the annotations?](#)
  9. [Can I download the database onto my computer?](#)
  10. [Is the document available in a printed version?](#)
  11. [Why is a title included in the previous \*Recommended Literature: Kindergarten Through Grade Twelve\* but it is not included here?](#)
  12. [Can my school or district choose literature that is not on this recommended list?](#)
  13. [Who selected the books on the list?](#)
  14. [What was the process for selection?](#)
  15. [What was the criteria for selection?](#)
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1. **Do I need to fill in all of the blanks and choose an option in each category before I conduct a search?**

No, this will undoubtedly produce a zero results search. Try searching by a single keyword or category, then if there are too many titles listed in the search results, click the Back button on your browser and add another category until you obtain the desired number of titles in your search results. To view the annotation, publisher, etc. of a single title, click on the title of the book you are interested in, and you will see the full record for that book.

2. **Why does my search return zero results?**

There are several possibilities for a search yielding zero results. There are over 7,800 titles in this searchable database, but there isn't a title for each set of possible criteria in each grade-level span. Try conducting another search with fewer categories or less specific criteria. For best results, use one to three categories per search. The search is an "and" search, which means that only records that match all of the selected categories will be displayed.

3. **Why is there a keyword search or "string" search and not a subject search?**

At this time we do not have the ability to create a subject search. The "string" search has to exactly match the string of letters existing in the database. If you want to find books about magnets or magnetism, use the keyword magnet, as that will return results of magnet, magnets, and magnetism in the title or annotation. Additionally you can select "Any of these words" or "All of these words" when searching by title or annotation.

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**4. Can I list all of the books on a certain subject area or keyword without having to enter a grade level or author?**

Yes, you can start your search by using one category or keyword; if there are too many results returned by your search, click the Back button on your browser, add another category, and click the Search button again.

**5. Why does it take so long to conduct a search?**

This may be because of your Internet Service Provider, the speed of your connection, or the number of books that will be returned in your search. A large number of books will take longer to download than a small number of books.

**6. Do I have to know the name of the book or the author's name to search the list?**

No. You can search by the author's first or last name, use a single word in the title, or use a single keyword to search the title or the annotation. A title search looks only in the title field of the database. A keyword search looks in both the title and annotation fields. If you spell the author's name or the keyword incorrectly, the database will not be able to find any titles for your search. You can also search by one to three of the dropdown categories, such as grade-level span, genre, classification, language, culture, curriculum connection, or award.

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**7. Why are the books organized by grade-level span instead of by a single grade level?**

The list is organized by grade-level span designations indicating the appropriate audience for a particular title. Grade-level spans are determined by many factors, such as interest level, curriculum connections, and readability level. Titles have been divided into the following grade-level spans: preschool/prekindergarten (Preschool/Pre-K), kindergarten through grade two (K-2), grades three through five (3-5), grades six through eight (6-8), and grades nine through twelve (9-12).

**8. Can I print out the entire list of titles in the database including the annotations?**

No, not at this time. You can print out the list of titles and authors in English by clicking the Search button at the bottom of the page without selecting any categories, then printing the document. If you want all titles in all languages, select All Languages from the Languages dropdown box, click the Search button, then print the document. If you want to print a single title's full record, click on the title of the book, which will bring you to the record detail page, then print the page.

**9. Can I download the database onto my computer?**

No. The database that contains the information about the titles is the property of the California Department of Education (CDE) and is not available for sale or distribution.

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**10. Is the document available in a printed version?**

No. The most recent document you can purchase is the 2009 version which does not include the merging of titles from the *Recommended Literature for Mathematics and Science* or the *Recommended Literature for History-Social Science and Visual and Performing Arts*. The 2009 version does not include titles added by the committee convened in 2012 to update the list. To purchase the 2009 version, contact [CDE Press](#).

**11. Why is a title included in the previous *Recommended Literature: Kindergarten Through Grade Twelve* but it is not included here?**

Titles that were on the previous list but are not on the new list were dropped for a number of reasons. Reasons may include the book is out of print or hard to find, or a newer title covers the subject area more completely. Because a title is not included does not mean it is no longer recommended. You can view the authors and titles of previously published literature lists on the CDE [Previously Published Literature Lists](#) Web page.

**12. Can my school or district choose literature that is not on this recommended list?**

Yes, this recommended list is meant to guide local districts in the selections of appropriate literature. Schools and districts may choose literature that is not on this list for a variety of reasons. This list is not intended to restrict the literature choices of districts. Rather, we encourage you to use this list both as a source of titles for the development of local lists and as a guide for evaluating literature that is not included on our recommended list, whether it be newly published or an old favorite. Local school officials and teachers are encouraged to use this list as a resource in designing standard-based instruction programs.

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**13. Who selected the books on the list?**

*Recommended Literature: Kindergarten Through Grade Twelve* was coordinated by the CDE and developed with the assistance of teachers, library media teachers and public librarians, administrators, curriculum planners, college professors, and parents. The CDE [Recommended Literature: Pre-K-12 Acknowledgments](#) Web page lists those involved in this process. There are additional acknowledgement pages for previous updates to the 2001 and 2004 [Recommended Literature: K-12 Acknowledgments](#), [Recommended Literature for Science and Mathematics](#), and [Recommended Literature for History/Social Science and Visual and Performing Arts](#) Web pages

**14. What was the process for selection?**

In 2001, 2004, and 2012 a team of experts in the field of literature for children and adolescents reviewed thousands of selections. Each of the titles was reviewed and discussed by the committee members before coming to a consensus on the titles that are included on the list. Books selected by separate teams of experts convened in 2004 and 2008 to develop and update the Recommended Literature for History-Social Science and Visual and Performing Arts and the Recommended Literature for Mathematics and Science, respectively, are now included in this single, comprehensive list.

**15. What was the criteria for selection?**

Each title considered for selection was reviewed against the following criteria: literary quality, reader appeal, and when applicable, the quality of the illustrations and the quality of the translation.

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**Questions: Roxane Fidler | [rfidler@cde.ca.gov](mailto:rfidler@cde.ca.gov) | 916-323-4861**

Last Reviewed: Tuesday, June 10, 2014

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT,  
ROTARY CLUB OF MARYSVILLE,  
AND  
YUBA SUTTER REGIONAL ARTS COUNCIL**

This Memorandum of Understanding ("MOU") is made as of the Agreement Date set forth below by and between the Marysville Joint Unified School District (hereinafter "MJUSD"), Rotary Club of Marysville (hereinafter "ROTARY"), and Yuba Sutter Regional Arts Council (hereinafter "YSRAC") for the purpose of implementing and providing the Marysville Every Child Can Project ("MECCP").

Due to state budget cuts to education, most elementary schools can no longer provide an arts or music program to their elementary school students. MECCP was developed to provide a music program for such students.

**RECITALS**

**WHEREAS**, MJUSD is a unified school district located in Yuba County, California, consisting of multiple schools, including Kynoch Elementary ("KYNOCH") and Mary Covillaud Elementary ("COVILLAUD") Schools, and is overseen by its Board of Trustees.

**WHEREAS**, ROTARY is a community service organization located in Marysville, California, and is overseen by its Board of Directors, and

**WHEREAS**, YSRAC is the designated regional council for the arts for Yuba and Sutter Counties and is overseen by the YSRAC Board of Directors;

**WHEREAS**, the parties desire to enter into a partnership in order to implement and administer MECCP, which will provide instrumental music instruction to elementary students of KYNOCH and COVILLAUD.

In consideration of the mutual covenants and conditions contained herein, all parties to this MOU mutually agree as follows:

1. The term of this MOU shall commence July 1, 2014 and shall continue in effect until June 30, 2015.
2. ROTARY will provide a portion of the funding and oversight of MECCP, as specified herein.
3. MJUSD will provide a portion of the funding, facilities, and equipment for MECCP, as specified herein.



4. YSRAC will provide arts advisory and certain administrative and business functions for MECCP, as specified herein.
5. All parties desire and agree work cooperatively towards the success of MECCP.
6. Either party may terminate this MOU upon ten (10) days written notice to the other party.
7. **DESIGNATED REPRESENTATIVES.** Ryan Digiulio will represent and administer this MOU on behalf of MJUSD. Steve Casey, Club President, will represent and administer this MOU for ROTARY. Marika Garcia, Executive Director of YSRAC, is the representative of YSRAC and will administer this MOU for YSRAC.

**8. MJUSD WILL:**

- A. Facilitate MECCP, which will consist of wind, string, and recorder instrumental instruction to be given in classes four days per week at KYNOCH and COVILLAUD commencing September 1, 2014 and ending June 13, 2015. Possible classes to be offered at each school site may include: 1) String instruments (violin), Grades 3-6, up to two days/week; 2) Wind Instruments (i.e. flute, clarinet, saxophone, trumpet) Grades 5-6, up to two days/week; 3) Recorders, Grades 1-3, one day/week.
- B. Through its participating school sites, provide musical instruments for participating students, whenever possible.
- C. Provide space for instruction and storage of musical instruments at KYNOCH and COVILLAUD during the term of this MOU.
- D. Perform requisite finger printing requirements for music instructors.
- E. Perform notification and assist in selection of students for participation in MECCP.
- F. Provide sufficient advance funds to YSRAC to perform fiscal administration for, and cover the cost of, MECCP as specified herein.
- G. Forward student participation fees to YSRAC; to be retained and used by YSRAC for the maintenance, repair, and purchase of musical equipment and supplies for MECCP.

**9. ROTARY WILL:**

- A. Provide sufficient advance funds to YSRAC to perform fiscal administration for, and cover the cost of, MECCP as specified herein.
- B. Coordinate and confer with MJUSD and YSRAC as needed to ensure the success of MECCP.

**10. YSRAC WILL:**

- A. Contract with a Program Coordinator who will provide oversight and coaching of music instructors for MECCP.
- B. Upon the recommendation of the Program Coordinator, contract with music instructors to provide music instrumental instruction under MECCP.
- C. Provide bookkeeping services, maintain statistical and financial records, and create reports for MECCP, as follows:
  - I Upon receipt of funds, YSRAC will deposit funds in separate account, track expenditures to account, and maintain fund balances and financial records for MECCP.
  - II **COMPENSATION.** YSRAC will issue payment of contract fees on a bi-weekly basis for the Program Coordinator and music instructors upon receipt of time sheets. Bi-weekly time sheets are to be submitted by 3:00 p.m. on Wednesday for time worked during the prior two week period. YSRAC will issue payment on the following Friday in the week in which the time was submitted to YSRAC.

*For example:*

<i>Work Week</i> <u><i>Ending</i></u>	<i>Time</i> <u><i>Submitted</i></u>	<i>Payroll</i> <u><i>Issued</i></u>
9/13/14 9/20/14	9/24/14	9/26/14

- a. YSRAC will issue 1099 forms to the payees and the IRS at the end of the calendar year.

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**III Program Supplies.** YSRAC will issue a check in payment or reimbursement for program supplies as specified in provision 11.B upon receipt of an invoice for such expenditures. Such payments shall be issued on Friday of the week following the week in which the invoice is received.

**IV Reports.** Using program information from the Program Coordinator and music instructors, as well as its own financial data, YSRAC will provide a program and financial report to ROTARY on the effectiveness of MECCP as follows:

- a. Initial Report (covering the months of September through December) – Due January 31, 2014
- b. Final Report (covering the entire period) – Due June 30, 2015

Each report should cover such areas that would provide ROTARY adequate information to justify MECCP, i.e. financial status, the success (or failures) of MECCP, educational value and student impact of the program, areas of needed improvements, etc.

**D.** Act as an Arts program advisor for MECCP.

## **11. FINANCIAL PROVISIONS**

### **A. PROGRAM FUNDING.**

- I** ROTARY will pay YSRAC the amount of \$5,000.00 (Five Thousand Dollars) and MJUSD will pay YSRAC the amount of \$10,000.00 (Ten Thousand Dollars) to fund MECCP.
- II** Revenue received from donations, grants, and other contributions will be used to offset or cover budgeted expenditures not directly funded by ROTARY or MJUSD.

**B. PROGRAM BUDGET.** Upon receipt of timesheets or invoices, YSRAC will use to funds received from ROTARY, MJUSD, other grants, contributions, and fees to pay for MECCP in the following manner:

<u>Compensation</u>	<u>Cost</u>	<u>Total</u>
Music Instructor (1) (8 hrs/wk x 32 wks x \$30 )	\$7,680	
Music Instructor (2) (4 hrs/wk x 32 wks x \$25)	\$3,200	
Music Instructor (3) (4 hrs/wk x 32 wks x \$20)	\$2,560	
Prog. Coord. (64 hrs x \$30)	<u>\$1,920</u>	\$15,360
<b><u>Program Costs &amp; Supplies</u></b>		
Music Stands (2 x \$50)	\$ 100	
Violins (purchase/repair)	\$ 700	
Wind Instruments (purchase/repair)	\$ 400	
Music Books (Printed Music Materials)	\$ 150	
Printing (Flyers, Parent Forms, etc.)	\$ 200	
Misc Office Exp. (Ofc. Suppl., Bank fees, etc.)	<u>\$ 200</u>	\$ 1,750
<b><u>Admin. Costs</u></b>		
YSRAC (8% of Operating Costs)		<u>\$ 1,318</u>
<b>TOTAL COSTS</b>		<b>\$18,428</b>

**C. EXPENDITURES.** It is understood that YSRAC shall issue reimbursement only to the extent that an unexpended balance exists either in the MECCP account or for the expenditure. All parties agree that payment cannot be made in excess of the total cost amount allocated unless an amendment is made to this MOU approved by all parties. However, it is understood and agreed that amounts allocated to budget line items may be modified as needed, with the approval of all parties, as long as the total amount to be paid is not changed. Additionally, expenditures made and not authorized in this MOU shall not be reimbursed unless this MOU is amended and approved by both parties in advance.

## **12. OTHER PROVISIONS.**

- A.** Each individual party agrees to indemnify and hold harmless the other parties to this memorandum of understanding, their agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other parties and/or their agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with the individual party's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the individual party, its agents, officials, officers or employees.
- B.** All representations, covenants, and warranties specifically set forth in this Agreement, by and on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon the inure to the benefit of such party, its successors and assigns
- C.** It is understood and agreed that no party to this MOU may assign any right or obligation pursuant to this MOU and that any attempted or purported assignment of any right or obligation pursuant to this MOU will be void and of no legal effect.
- D.** No modification or waiver of any provision of this MOU or its attachments shall be effective unless such waiver or modification is in writing, signed by both parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.



**13.** Any contacts or notices to be made or given regarding this Agreement shall be addressed or directed to:

If to YSRAC:

If to ROTARY:

If to MJUSD:

Marika Garcia  
Executive Director  
Yuba-Sutter Regional  
Arts Council  
624 E. Street  
Marysville, CA 95901  
(530) 742-2787  
(530) 742-1171 FAX

Jan Kile  
Club President  
Rotary Club of  
Marysville  
P.O. Box 630  
Marysville, CA 95901  
(530) 713-5482

Lennie Tate  
Executive Director of  
Educational Services  
Marysville Joint Unified  
School District  
1919 B Street  
Marysville, CA 95901

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

**Yuba-Sutter Regional Arts Council**

By: \_\_\_\_\_  
Marika Garcia, Executive Director

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

**Rotary Club of Marysville**

By: \_\_\_\_\_  
Jan Kile, Club President

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

**Marysville Joint Unified School District**

By: \_\_\_\_\_  
Ryan DiGiulio  
Assistant Superintendent of Business Services

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

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901-3731				<b>CDE GRANT NUMBER</b>			
				FY	PCA	Vendor Number	Suffix
<b>Attention</b> Gay Todd, Superintendent				14	14332	7273	01
<b>Program Office</b> Marysville Joint Unified School District				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Telephone</b> 530-741-6000				Resource Code	Revenue Object Code	58	
<b>Name of Grant Program</b> Education for Homeless Children and Youth Program				5630	8290	<b>INDEX</b>	
				0510			
<b>GRANT DETAILS</b>	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$48,781.00		\$48,781.00		7/1/2014	6/30/2015	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.196A	S196A140005	Education for Homeless Children and Youth			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth (EHCY) Program.</p> <p>This award is contingent upon the availability of funds. If the Legislature or Congress takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) and completed 2014-15 Budget Request no later than August 29, 2014, to:</p> <p style="text-align: center;">Pat Boncella, Associate Governmental Program Analyst          School Turnaround Office          California Department of Education          1430 N Street, Room 6208          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Patricia Boncella				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> pboncell@cde.ca.gov					<b>Telephone</b> 916-319-0384		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> <i>Tom Torlakson</i>					<b>Date</b> August 29, 2014		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
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 and in this document; and I agree to comply with all requirements as a condition of funding.							
<b>Printed Name of Authorized Agent</b> Gay Todd, Ed.D.				<b>Title</b> Superintendent (9/23/14 agenda)			
<b>E-mail Address</b> gtodd@mjusd.com				<b>Telephone</b> 530-749-6101			
<b>Signature</b> <i>Gay Todd</i>				<b>Date</b> 09/08/14			

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gay Todd, Superintendent Marysville Joint Unified School District 1919 B St. Marysville, CA 95901-3731				<b>CDE GRANT NUMBER</b>			
				FY	PCA	Vendor Number	Suffix
				14	14906	7273	01
<b>Attention</b> District Superintendent or School Administrator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Nutrition Services Division				<b>Resource Code</b>	<b>Revenue Object Code</b>	58	
<b>Telephone</b> 530-749-6102				5314	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> National School Lunch Program Equipment Assistance Grant							0190
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$13,851		\$13,851		9-1-14	6-30-15	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
10.579	NSLP-14-CA-02	2014 National School Lunch Program Equipment Assistance			USDA		

Dear Superintendent Todd:

Congratulations! I am pleased to inform you that you have been awarded the 2014 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:

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

<b>California Department of Education Contact</b> Jennifer Howerter		<b>Job Title</b> School Nutrition Programs Specialist	
<b>E-mail Address</b> <a href="mailto:jhowerter@cde.ca.gov">jhowerter@cde.ca.gov</a>		<b>Telephone</b> 916-327-6158	
<b>Signature of the State Superintendent of Public Instruction or Designee</b> <i>Tom Torlakson</i>		<b>Date</b> August 27, 2014	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
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.			
<b>Printed Name of Authorized Agent</b> Gay Todd		<b>Title</b> Superintendent	
<b>E-mail Address</b> GTodd@mysd.com		<b>Telephone</b> 530-749-6102	
<b>Signature</b> <i>Gay Todd</i>		<b>Date</b> 9/12/14	

*Amber*  
 MJUSD SUPT OFFICE  
 SEP 04 2014  
 RECEIVED/mm

9/23/14  
 agenda

40

Marysville High School			
------------------------	--	--	--

EQUIPMENT	APPROVED	10 Percent	
		Payment	AMOUNT SPENT
Portable Cold Food Serving Counter	\$6,166.00	\$5,549.40	\$616.60
Portable Hot Food Serving Counter	\$7,685.00	\$6,916.50	\$768.50
<b>SITE TOTAL</b>	<b>\$13,851.00</b>	<b>\$12,465.90</b>	<b>\$1,385.10</b>

<b>DISTRICT APPROVED</b>	<b>\$13,851.00</b>	<b>AMOUNT SPENT</b>	<b>\$0.00</b>
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SCHEDULED PAYMENT	PAYMENT AMOUNT	PAYMENT DATE
District 90%	\$12,465.90	
District 10%	\$1,385.10	

District Total \$13,851.00  
1st Payment (90%)  
2nd Payment (10%)  
Unspent Funds  
Billed Funds

41

Ramon Conejo

8/8/14

MJUSD  
Personnel Dept.  
AUG 08 2014



**RECEIVED**

Mr. Carreon,

I am submitting this letter to inform you and the district that I am retiring from my position as a custodian effective November 5, 2014.

*Ramon Conejo*

SEP 04 2014

7/27/2014

RECEIVED

To whom it may concern,

It has been a wonderful experience working as a Para Educator with the staff and students of Yuba Gardens. Thanks to you all I have had the chance to experience many memorable work and life experiences from being a part of this team. Unfortunately, I am unable to finish up the school year with you and am writing to inform you I will no longer be available to work after September 5, 2014. I would like to thank you again for the wonderful opportunity to have been given the chance to work with such a strong and committed team.

Sincerely,



Jennifer Moua

AUG 29 2014

Dear Ms. Woods,

**RECEIVED**

August 29, 2014

Please accept this letter as notification of resignation of my position as a School Readiness Outreach Specialist with Marysville Joint Unified School District. My last day of employment will be Monday, September 15, 2014, as I have accepted an alternate employment opportunity.

I have enjoyed working with the School Readiness program and have learned many new things, as well as forging new relationships with fellow colleagues and community partners. I truly appreciate the opportunity to have been a part of this program and it is not without a heavy heart that I am moving on.

Sincerely,

Melissa Murphy-Correa

SEP 02 2014

RECEIVED

September 2, 2014

MJUSD School Board,  
Ramiro Carreon,

In February of 1989 the School Board graciously extended the invitation for me to become a part of the MJUSD family. Since that day I have worked for and with 15 different administrators, over 100 teachers, and many changing superintendents and district office staff. I will never forget how helpful Wilma Shatswell, Karen Lewis and Carol Miller were in those early days.

The time has now come for me to retire and turn over the reigns to a new generation. October 30, 2014 will be my last day of work. I'm sure as I get up on Friday morning, October 31, and open my front room drapes, I will feel a twinge of, "I should be there at Kynoch". I'll hear the excited screams of the children as they pour out of their rooms for recess and remember all the band-aids I've placed on scraped knees and elbows. Then I'll go back to bed and enjoy reading a good book! Ah, retirement!

Thank you for the opportunity to serve in several capacities on several campuses for all of these years!

Sincerely,



Lillian B. Wisner



**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
DIRECTOR OF FACILITIES AND ENERGY MANAGEMENT**

**JOB SUMMARY:** Under the direction of the Assistant Superintendent of Business Services, coordinate the development, operation and implementation of the District's Facilities and Energy Management programs. Plan, organize, review, direct and closeout the design and construction of new buildings and facility systems; the rehabilitation, reconstruction, relocation and addition to existing school buildings and District facilities; and plan, organize, design, and direct the energy management and conservation program consisting of energy behavior and systems modifications. Supervise assigned staff responsible for management of the Facilities and Energy Management Department, planning, demographics, construction, and energy management systems. Coordinate and direct the work of District staff, consultants, inspectors, vendors and contractors as appropriate. Analyze relevant data in order to make judgments related to all areas of job responsibility; develop record keeping procedures. The Director of Facilities and Energy Management must be a strong team builder, reflect positive, collaborative leadership skills, and show creativity and visionary capabilities.

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

- 1) Supervise the construction and renovation of all District facilities including contract administration, dispute resolution and change order processing.
- 2) Establish a program to promote energy conservation through positive feedback to all levels of the District and involve all personnel in taking ownership for success of the program.
- 3) Conduct regular "walk-through" audits of all the District's facilities to insure operating efficiency, optimum educational environment, and compliance with District's energy policy.
- 4) Coordinate the development of, review, and revise the District's Long Term Facilities Master Plan.
- 5) Create educational, facility, and energy specifications as needed and verify projects are in compliance with the standards.
- 6) Plan new construction and modernization projects; monitor projects during construction in accordance with District guidelines.

- 7) Coordinate with Maintenance and Operations Department on the installation and/or repairs of energy management systems; maintains wiring and installation diagrams of the systems.
- 8) Administer the design and maintenance of the programming for computerized energy management system to insure operating efficiency; update programs as necessary.
- 9) Make recommendations and implement energy initiatives on alternate energy sources, consumption, and general energy conservation measures.
- 10) Work with maintenance and custodial personnel on proper operation of the systems and equipment.
- 11) Coordinate facilities development as well as the Five Year Deferred Maintenance Plan with the Executive Director of Maintenance, Operations, and Transportation and other District staff.
- 12) Coordinate with internal and external PR support to utilize all media opportunities to promote successes of the District's energy management program
- 13) Articulate effectively the professional needs of staff, instructional needs of students and the work of facilities and energy management staff providing services.
- 14) Take responsibility for the implementation of weekday, weekend, holiday, and summer shutdown checklists for every building in the District.
- 15) Obtain/develop and translate demographic projections into appropriate facilities to accommodate present and future educational needs; perform planning duties including enrollment projections, boundary changes, monitoring of development plans and other related issues.
- 16) Work effectively with the Board of Trustees, Cabinet, community members, District staff, consultants, city and county officials, the Office of Public School Construction, the Division of the State Architect, the California Energy Commission, and other representatives of public or private agencies.
- 17) Stay current on laws, regulations and guidelines associated with K-12 school construction, including, but is not limited to the analysis of current and proposed legislation and regulations as they pertain to school funding, planning, and construction.

- 18) Serve as District representative at management-level meetings, seminars, and conferences relating to energy use and conservation
- 19) Communicate effectively with the public through various media both orally and in writing; serve as the District spokesperson for facilities and energy management matters.
- 20) Maintain appropriate records of the District's facilities and energy management programs including energy and water consumption records and data.
- 21) Participate, as needed, in land acquisition and negotiation with developer(s), including mitigation agreements.
- 22) Serve as the District's CEQA officer.
- 23) Act as liaison to other public or private agencies.
- 24) Supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff.
- 25) Develop and prepare various budgets for the facilities and energy management; analyze and review budgetary and financial data; monitor and authorize expenditures in accordance with established guidelines; utilize computer spreadsheet software programs.
- 26) Prepare energy requirement estimates and budget allotments for all District facilities and develops procedures for efficient utilization of energy sources.
- 27) Administer the expenditure of all facilities and energy project funds.
- 28) Report quarterly to the Board of Trustees on status and success of both the facilities and energy management programs.
- 29) Attend various meetings within the District and community.
- 30) Perform related duties as assigned.

**EMPLOYMENT STANDARDS:**

Required:

- 1) BA or BS from an accredited college or university in a relevant field.

- 2) Extensive progressive and responsible experience in related fields including management and supervisory experience.
- 3) Five or more years experience as a construction professional, engineer, or equivalent.
- 4) Possession of a valid California driver's license.

Knowledge of:

- 1) School construction eligibility, construction methods, design criteria related to California schools.
- 2) Public law related to land management, acquisition and sale.
- 3) Principles and practices of effective supervision and personnel management.
- 4) Ethical standards relevant to public school districts in California.
- 5) School district organizational patterns and operating procedures.
- 6) Construction practices in school districts and other public agencies.
- 7) Relevant State and Federal regulations and procedures; applicable laws, codes, regulations and policies.
- 8) Long-range planning methods.
- 9) Organization and direction of facilities management and planning activities.
- 10) Terms, practices and procedures used in the planning, design, construction, rehabilitation, remodeling, maintenance, and operation of school buildings and facilities.
- 11) School facility funding sources and application submission procedures and requirements.
- 12) City/County redevelopment and zoning policies, procedures and regulations.
- 13) Budget preparation and control.
- 14) Excellent oral and written communication skills.
- 15) Knowledge in CEQA.
- 16) Knowledge of energy management systems.

Ability to:

- 1) Work cooperatively in a team or group setting.
- 2) Follow direction.
- 3) Communicate accurate and complete status reports.
- 4) Meet standards of professional attitude and personal conduct.
- 5) Analyze problems and develop effective action plans.
- 6) Determine priorities and supervision of construction programs, based on direction of Cabinet and/or the Board of Trustees.
- 7) Establish and maintain effective working relationships with District staff and others contracted in the course of work.
- 8) Prepare and present clear and concise comprehensive narrative and statistical reports.

- 9) Communicate with the public through various media both orally and in writing.
- 10) Plan, organize and administer the management of new and existing buildings and facilities.
- 11) Perform professional, administrative, advocacy and liaison duties involved in department functions.
- 12) Prepare bids.
- 13) Order and inventory supplies and equipment.
- 14) Maintain necessary records.
- 15) Read and interpret instruction, specifications, architectural drawings, diagrams, and schematics.
- 16) Travel throughout the District.
- 17) Interpret, apply and explain rules, regulations, policies and procedures.
- 18) Analyze situations accurately and adopt an effective course of action.
- 19) Meet schedules and time lines.
- 20) Work independently when necessary.
- 21) Plan and organize work.
- 22) Supervise and evaluate the performance of assigned staff.

## **EXECUTIVE DIRECTOR of MAINTENANCE, OPERATIONS, and TRANSPORTATION**

**JOB SUMMARY:** Under general supervision of the Assistant Superintendent of Business Services, the Executive Director of Maintenance, Operations, and Transportation will lead, supervise and participate in the overall organization, project and budget development, and operation of each department listed in title. While under the direction of the Assistant Superintendent, plan, organize, control and manage the District maintenance, groundskeeping, and custodial operations, activities and related services, while directing the day-to-day operations of the Transportation Department. The Executive Director will coordinate flow of communications between administrators, personnel and outside organizations; train and supervise the performance of assigned personnel.

### **ESSENTIAL FUNCTIONS:**

- 1) Plan, organize, control and manage District maintenance, groundskeeping and custodial operations, activities and related services; develop and implement programs for routine, preventive and deferred maintenance in coordination with maintenance, groundskeeping, and custodial supervisors as well as the Facilities and Energy Management Department.
- 2) Supervise bus drivers, mechanics and all other Transportation personnel in the performance of their duties; to include planning, routing, scheduling, and operation of all licensed motor vehicles belonging to the District.
- 3) Provide technical expertise, information and assistance to the Assistant Superintendent regarding groundskeeping, maintenance and custodial activities; assist in the formulation and development of policies, procedures and programs to assure an economical, safe and efficient work environment; advise the Assistant Superintendent of unusual trends or problems and recommend appropriate corrective action.
- 4) Coordinate preparation, scheduling, routing, and availability of vehicles requested by the various school organizations.
- 5) Communicate with other administrators, personnel, outside organizations and all other entities including parents to coordinate work, service, construction, supply, equipment and personnel requirements, resolve issues and conflicts, and exchange information; provide recommendations concerning equipment, materials, personnel, policies and procedures.
- 6) Plan, organize and implement long and short-term programs and activities designed to enhance groundskeeping, maintenance and

- custodial programs and services; receive and review requests for alterations, remodeling and other projects.
- 7) Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to assigned activities, including work orders, and personnel.
  - 8) Develop and prepare the annual preliminary budget for each subdivision of the Maintenance and Operations Department and the Transportation Department; analyze and review budgetary and financial data; determine and recommend District standards and future stock in regards to vehicles and equipment; control and authorize expenditures in accordance with established limitations.
  - 9) Operate a computer and assigned software programs; operate other office equipment as assigned; operate a vehicle to conduct work.
  - 10) Train and supervise the performance of assigned personnel; develop and implement required in-service training programs; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; review recommendation for employee transfer and promotion. Attend and conduct a variety of meeting as assigned; attend pre-bid and pre-construction meetings and provide input.
  - 11) Perform related duties as assigned.

### **DEMONSTRATED KNOWLEDGE AND ABILITIES:**

#### **KNOWLEDGE OF:**

- 1) Planning, organization and direction of maintenance, grounds, and transportation activities.
- 2) Methods, materials, tools and terminology used in construction, maintenance, groundskeeping and custodial activities.
- 3) All applicable State Department of Education regulations pertaining to pupil transportation.
- 4) The Vehicle Code of the State of California and the local California Highway Patrol interpretations thereof.
- 5) Safe routes of travel throughout the State.
- 6) Cost estimates and specifications.
- 7) Requirements of maintaining buildings in a safe, clean and orderly condition.
- 8) Budget preparation and control.
- 9) Oral and written communication skills.
- 10) Principles and practices of administration, supervision and training.
- 11) Applicable laws, codes, ordinances, regulations, policies and procedures.
- 12) Interpersonal skills using tact, patience and courtesy.
- 13) Operation of a computer and assigned software.

**ABILITY TO:**

- 1) Plan, organize, control and direct District maintenance, groundskeeping and custodial operations, activities and related services.
- 2) Supervise the performance of assigned personnel.
- 3) Coordinate flow of communications between administrators, personnel and outside organizations.
- 4) Estimate time and material needs for major maintenance, groundskeeping and custodial projects.
- 5) Route buses to provide the best possible service at the least cost.
- 6) Communicate effectively both orally and in writing.
- 7) Interpret, apply and explain rules, regulations, policies and procedures.
- 8) Establish and maintain cooperative and effective working relationships with others.
- 9) Operate a computer and assigned office equipment.
- 10) Analyze situations accurately and adopt an effective course of action.
- 11) Meet schedules and timelines.
- 12) Work independently with little direction.
- 13) Plan and organize work.
- 14) Prepare comprehensive narrative and statistical reports.
- 15) Direct the maintenance of a variety of reports and files related to assigned activities.
- 16) Maintain consistent, punctual and regular attendance.
- 17) Hear and speak to exchange information and make presentations.
- 18) Move hands and fingers to operate a computer keyboard.
- 19) See to read a variety of materials.

**EDUCATION AND EXPERIENCE REQUIRED:**

Bachelor's degree (preferred) and five years increasingly responsible experience in the fields of maintenance, operations, and transportation.

**LICENSES AND OTHER REQUIREMENTS:**

- 1) Valid California Class C driver's license;
- 2) Drug and Alcohol Supervisor's Certificate.

**WORKING CONDITIONS:**

Office environment.

Driving a vehicle to conduct work.



## Memorandum of Understanding

2014-2015

Between Marysville Joint Unified School District (MJUSD) and Sutter County Office of Education  
(Sutter COE) Special Education Department

This agreement is entered into by and between Sutter COE Special Education Department and the Marysville Joint Unified School District (MJUSD) for the provision of services by Sutter County Itinerant Deaf/HH Staff. Sutter COE is not entitled to any rights and/or benefits other than compensation called for in this agreement.

The District assumes no liability for Worker's Compensation or liability for loss, damage, or injury to person or property during or related to the performance of service under this agreement.

Name: Sutter County Office of Education

Address: 970 Klamath Lane, Yuba City, CA 95991

Phone and Contact: 822-2912, Barbara Hickman, Assistant Supt., Special Education

Services to be performed during the 2014-2015 School Year:

Scope of Services to be provided:

Direct and consultative services provided to the District general and Special Education staff for the support of District-placed and served students with identified hearing loss. All services will be referral-based from Individualized Education Plan (IEP) teams and will be made to the MJUSD Director of Student Services for approval.

Hold Harmless and Indemnification:

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

Number of hours to be determined based on student need and not to exceed 350 hours of services during the 2014-2015 school year.

Compensation rate is \$ 80.19 per hour. Total hours compensated not to exceed \$ 28,066.50 during the 14-15 school year.

Sutter County will invoice MJUSD for services performed.

Bill Cornelius

Sutter County Superintendent of Schools

Bill Cornelius

Print Name

Ch

Assistant Superintendent of Business Services  
Marysville Joint Unified School District

Ryan DiGiulio

Print Name

Date of Board Approval: \_\_\_\_\_

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# Marysville Joint Unified School District

Toni Vernier — Director of Student Services

1919 B Street • Marysville, CA • 95901 • (530) 749-6182 • FAX (530) 741-7850

Memorandum of Understanding (MOU) between Parent and Marysville Joint Unified School District (District)

## Reimbursement/Payment of In Lieu Transportation

Date: 9-16-2014

Per the Individualized Education Plan (IEP) held on 9-16-2014 for Malekai Avalos the parent has agreed to transport child to and from school for the period of the annual IEP.

The district agrees to provide mileage reimbursement for one-way travel to and from school. Mileage is based upon the time the student is in the car from home to school and from school to home one time per school day. Mileage reimbursement rate is paid according to the IRS Standard rate of 56 cents per mile.

Parent is the responsible party for transportation/safety and assumes all liability.

Home address:

1701 Ellis Lake Drive, #56, Marysville, CA 95901

School of attendance: YCOE Goldfield Pre-school at Olivehurst School

Student attendance will be verified monthly by the Student Services Office and parent will be reimbursed according to attendance at a rate of: \$7.79 per day. The business office will mail the reimbursement check to the address above monthly.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Services Approval  
Ryan DiGiulio

\_\_\_\_\_  
Date

Date of Board Approval: \_\_\_\_\_

# 2015 • JOSTENS Yearbook Agreement • 2015

State College, PA • Clarksville, TN • Topeka, KS • Visalia, CA

JOB NUMBER

08885

CUSTOMER

MCAA

STREET ADDRESS (Physical 911 Address and No P.O. Boxes)

1917 B St

CITY

Marysville

STATE/PROVINCE

Ca.

SC

ZIP/POSTAL

95901

PHONE

530-749-6157

CONTACT PERSON

dmedwell@mksd.net

EMAIL ADDRESS OF CONTACT PERSON - PRINT LEGIBLY

TERM AGREEMENT YEARS (Circle 3 years minimum)

2015 2016 2017 2018 2019

PROGRAM

Reflections

PROGRAM TIER Gold Silver ☒ Basic

CREATION METHOD YT YTO ☒

COPY SCHEDULE

Signatures

SHIP DATE

5/15

TRIM SIZE

8 1/2 x 11

COPIES

160

PAGES

80

BINDING

Saddle Stitch or ☒ Sewn

COVER

Custom

PAPER

80#

PROOFS VANTAGE

(SELF PROOFS ON WEB FOR YTO)

SCHOOL TYPE

Public Private

TYPE ORDER

HS, Jr HS, Middle, Elem, College

SHIP KIT TO (if different than above address)

SHIP KIT (DEFAULT IS SEPTEMBER)  
(ALLOW 2 WEEKS FOR PROCESSING.)

MAY or JUNE or AUGUST or SEPTEMBER

Camera



By signing below, Customer authorizes Jostens to begin organization and planning of the publication described below and for the effective Term of the Agreement. Jostens will provide the necessary tools and materials to plan and produce the yearbook.

In the event that the customer changes the number of pages, number of copies, or the cover changes, the price per copy, additional charges, and total purchase price are subject to change according to the published price list. You will receive an invoice when the publication is completed. Payment should be made within ten days after the invoice is received. Please allow five to eight days for shipping of the books.

CUSTOMER'S AUTHORIZED SIGNATURE

DATE

Ryan DiGiulio Assistant Superintendent 9/23/14  
of Business Services

CUSTOMER'S AUTHORIZED SIGNATURE (print)

Jan Moore

JOSTENS AUTHORIZED INDEPENDENT REPRESENTATIVE'S SIGNATURE

8/15/15

DATE

JOSTENS SENIOR REP NAME (print)

1156

SR REP SALES #

COMPUTER

MAC

WINDOWS

QUARK

INDESIGN

SOFTWARE VERSION

PANEL FLOW

JDS

YES

NO

Total Contract Price \$ 7,000

Business Services Department

Approval: [Signature]

Date: 9/10/14

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SEE REVERSE SIDE



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

**PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000**

**THIS CONTRACT** made and entered into on Aug 29, 2014 by and between All Rite Roofing, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

One Thousand Five Hundred Dollars (\$ 1,500.00 )

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C39 Roofing Contractor. This contract shall commence on Aug 30, 2014 with work to be completed within Fifty five ( 6 ) consecutive days and/or by Sept 3, 2014 (Check contractor license classification appropriateness at: <http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/> and contractor license status at: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
  - Refer to Exhibit A , attached hereto



### NONCOLLUSION AFFIDAVIT

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

#### SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

Installation of physical barrier at the work site to limit contact with pupils.

Surveillance of employees of the Contractor by school personnel.

Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

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

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

Other, describe \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

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

Work Specs/Scope of Work Statement

Certificates of Insurance

Non Collusion Affidavit

Purchase Order No. \_\_\_\_\_

Contractor Certification Form – Attachment A

Terms and Conditions dated \_\_\_\_\_ - Attachment B

Workers' Compensation Certificate – Attachment C and W9 Form

#### TYPE OF BUSINESS ENTITY

Individual

Sole Proprietorship

Partnership

☒ Corporation

Other

#### TAX IDENTIFICATION

68-0486057  
Employer Identification Number

Social Security Number

License No: 714523 Classification: C39 Expiration Date: 8-31-14

(District Use Only: License verified by \_\_\_\_\_ Date: \_\_\_\_\_)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.

Date: 8-28-14

Company Name: Allrite Roofing Inc.

Address: 3420 S BUTTE RD

YUBA CITY CA 95993

Accepted by: [Signature]

Signature of District Representative

Authorized Signature: [Signature]

Printed Name: JON DONENFELD

Title: President

Phone: 5307497483 Fax: 5306735030

Title: ASST. Supt. - BUSINESS Date: 9/4/14



## ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

### CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name

Social Security No.

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

Dated: 8-28-14 AURITE ROOFING (Company)

[Signature] (Signature)

PRESIDENT (Title)

(Complete only if pertinent)



## **ATTACHMENT B** **TERMS AND CONDITIONS**

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

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

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 2. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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





and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

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

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

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

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

**ARTICLE 3. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight





(8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

**ARTICLE 7. PROOF OF INSURANCE:** Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000\*; Medical Expense (per person) \$5,000. \*Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until



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

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

**ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT**

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

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

**ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED**

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

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

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

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

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 19. CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED**  
**consisting of Article 1 through Article 21**

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**ATTACHMENT C**  
**CONTRACTOR'S CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Signature, Contractor's Authorize Representative

Name of Contractor's Authorized Representative, (Printed or Typed)

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

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**Marysville Joint Unified School District**

**ATTACHMENT D**

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

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Roof repair Cedar Lane School Library between the Marysville Joint Unified School District ("District" or "Owner") and All Rite Roofing Inc. ("Contractor" or "Bidder").

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Marysville Joint Unified School District**

**ATTACHMENT E**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Roof repair Cedar Lane school Library  
between Marysville Joint Unified School District (the "District" or the "Owner") and All Rite Roofing  
Inc. (the "Contractor" or the "Bidder").

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

Date: 8-28-14

Proper Name of Contractor: Jon Donenfeld All Rite Roofing

Signature: *Jon Donenfeld*

Print Name: Jon Donenfeld

Title: President

END OF DOCUMENT



# Proposal



**ALL RITE  
ROOFING INC.**

CA Lic. #714523  
3020 Industrial Drive, Suite A  
YUBA CITY, CA 95993  
Phone (530) 749-7483 Fax (530) 673-5030

PROPOSAL SUBMITTED TO Marysville Joint Unified School District	Attn: Terry	PHONE	DATE 08/20/2014
STREET 1919 B Street		JOB NAME Cedar Lane School	
CITY, STATE AND ZIP CODE Marysville, CA 95901		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

**The Proposal** hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

Installation of Modified Roof Membrane Around Ductwork dollars ( \$ 1,500.00 ).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon timely payments or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature **Will Harris**

Digitally signed by Will Harris  
DN: cn=Will Harris, o=All Rite Roofing Inc., email=Will.Harris@allrite.com, c=US

Note: This proposal may be withdrawn by us if not accepted within 15 days.

We hereby submit specifications and estimates for:

A). Installation of roofing around new ductwork.

1. Clean area to be repaired.
2. Install 1" plywood around new ductwork
3. Furnish & install a 2x2 cant strip at all right angles around ductwork.
4. Install one layer modified membrane set in cold adhesive around new ductwork turned up 4"
5. Install a metal counter flashing around ductwork and over new roof membrane
6. Caulk top of metal counter flashing with elastomeric caulking
7. Clean up all debris caused by above work.
8. All Rite Roofing Inc. carries workman's compensation and liability insurance

OK TB

## "NOTICE TO OWNER"

(Section 7018, 7019 - Contractors License Law)

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

**Acceptance of Proposal** the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

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Signature

EXHIBIT A



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number

**714523**

Entity **CORP**

Business Name

**ALL - RITE ROOFING INC**

Classification(s) **C39**

Expiration Date **08/31/2014**

[www.csib.ca.gov](http://www.csib.ca.gov)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2013

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

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

<b>PRODUCER</b> Clinton Polley Insurance Group, Inc. 1675 Creekside Drive Suite 100 Folsom CA 95630	<b>CONTACT NAME:</b> Clinton Polley Insurance Group, Inc.	
	<b>PHONE (A/C, No, Ext):</b> 916-984-3000 <b>FAX (A/C, No):</b> 916-984-3100	
	<b>E-MAIL ADDRESS:</b> certificates@cpgib.com	
<b>INSURED</b> All Rite Roofing, Inc. 3420 S. Butte Rd. Yuba City CA 95993	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : California Insurance Group	11/1
	INSURER B : Peerless Insurance Company	11/1
	INSURER C : Ironshore Specialty Insurance	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 1404461823

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		RCS00031-00	11/1/2013	11/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			BA 4563362	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46-842589-01-02	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

West Cal Management is named as additional insured with respect to General Liability per the attached endorsements.

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Barry P. P.*

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State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **714523** Entity **CORP**  
Business Name **ALL - RITE ROOFING INC**

Classification(s) **C39**

Expiration Date **08/31/2016**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





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

**PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000**

**THIS CONTRACT** made and entered into on July 22, 2014 by and between Glines Carpet One, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

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

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

Three Thousand Dollars (\$ 3,000.00 )

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

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C15 Flooring and Floor Covering Contractor. This contract shall commence on July 23, 2014 with work to be completed within Fifty five (20) consecutive days and/or by August 11, 2014

(Check contractor license classification appropriateness at:

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

and contractor license status at:

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

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

- Refer to Exhibit A and B, attached hereto

**NONCOLLUSION AFFIDAVIT**

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

**SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS**

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).

In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

Installation of physical barrier at the work site to limit contact with pupils.

Surveillance of employees of the Contractor by school personnel.

Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

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

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

Other, describe \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

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

☒ Work Specs/Scope of Work Statement  
☐ Certificates of Insurance  
☐ Non Collusion Affidavit  
☐ Purchase Order No. \_\_\_\_\_

☒ Contractor Certification Form - Attachment A  
☐ Terms and Conditions dated \_\_\_\_\_ - Attachment B  
☒ Workers' Compensation Certificate - Attachment C  
and W9 Form

**TYPE OF BUSINESS ENTITY**

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other

**TAX IDENTIFICATION**

68-0222605  
Employer Identification Number

Social Security Number \_\_\_\_\_

License No: 604009 Classification: C-15/C-54 Expiration Date: 10/31/14

(District Use Only: License verified by \_\_\_\_\_ Date: \_\_\_\_\_)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45125.1

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

Company Name: Glines Carpet One, Inc

Address: 6718 Colusa Avenue

Yuba City CA 95991

Accepted by: \_\_\_\_\_

Signature of District Representative

Authorized Signature: \_\_\_\_\_

Printed Name: Terri Glines

Title: Vice-President

Phone: 530-673-1450 Fax: 530-673-7308

Title: ASST. Supt. - BUSINESS Date: 9/4/14

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

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

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

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

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

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

Name

Social Security No.

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

Dated: 9-2-14Glines Carpet One, Inc. (Company)John Glines (Signature)Vice-President (Title)**(Complete only if pertinent)**



## **ATTACHMENT B** **TERMS AND CONDITIONS**

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

apprentice, worker, or other employee employed by him in connection with the public work.

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

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

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 2. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contractor in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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



and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors

or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

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

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

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

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

**ARTICLE 3. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight





(8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

**ARTICLE 7. PROOF OF INSURANCE:** Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000\*; Medical Expense (per person) \$5,000. \*Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not

preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until





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

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

**ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT**

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

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

**ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:**

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

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

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

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

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 19. CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without



invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

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

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

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

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation

process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

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

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

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

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS DATED**  
consisting of Article 1 through Article 21

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Glines Carpet One, Inc</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>6718 Colusa Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Yuba City CA 95991</b>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>John Glines</i>	Date ▶ <b>8-25-14</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**ATTACHMENT C**  
**CONTRACTOR'S CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

\_\_\_\_\_  
Signature, Contractor's Authorize Representative

\_\_\_\_\_  
Name of Contractor's Authorized Representative, (Printed or Typed)

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



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 8/25/2014

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

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

<b>PRODUCER</b> <b>G STAN KEARBY INSURANCE</b> <b>PO Box 1660</b> <b>Yuba City, CA 95991</b>		<b>CONTACT</b> <b>NAME:</b> <b>PHONE (A/C No. Ext): (530) 674-3430</b> <b>FAX (A/C No.): (530) 674-0601</b> <b>E-MAIL ADDRESS: kearbyinsurance@comcast.net</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A: Allied A Member of Nationwide</b>	
		<b>INSURER B: Markel Insurance Company</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED** **Glines, Michael & Terri DBA:**  
**Glines Carpet One, Inc**  
**671 B Colusa Avenue**  
**Yuba City, CA 95991**  
**530-673-1450**

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ACORD NO.	DATE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ACP 7830781707	11/25/2013	11/26/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			ACP 7830781707	11/25/2013	11/25/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANYAUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> BOHEDOLEO AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			ACP 7830781707	11/25/13	11/25/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC0019113-03	11/25/13	11/25/14	WC STATUS: <input type="checkbox"/> TOBY LIMIT <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

**Marysville Joint Unified School District**  
**1919 B Street**  
**Marysville, Ca 95901**

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

AUTHORIZED REPRESENTATIVE

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**Glines Carpet One Floor and Home, Inc.**

671-B COLUSA AVE

Yuba City, CA 95991

530-673-1450 Fax: 530-673-7308

SEP 02 2014

License No. 604009

Page No. 6 of 17 Pages

PROPOSAL SUBMITTED TO <b>MJUSD</b>	PHONE <b>FX 742-0573</b>	DATE <b>6-28-14</b>
ADDRESS <b>1919 B STREET</b>	JOB NAME <b>EDGEWATER PORTABLE BATHROOMS</b>	
<b>MARYSVILLE, CA. 95901</b>	JOB LOCATION <b>GIRLS AND BOYS BATHROOM</b>	
LENDER	CONTRACTOR <b>TERRY BILADEAU 749-6184 FX 741-7874</b>	

We hereby propose to furnish materials and labor necessary for the completion of:

\$

COMMERCIAL NO WAX VINYL 12' WIDE

MANNINGTON STYLE: INSIDER PLUS

INSTALLED IN TWO BATHROOMS INCLUDES FLOOR PREP AND 6" COVING ON THE PERIMETER WALLS.

MJUSD TO REMOVE DIVIDERS AND REPAIR SUBFLOOR DAMAGE. MAY REQUIRE NEW SUBFLOOR IN PART OR ALL.

TOTAL

\$ 3,000.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

THREE THOUSAND

dollars (\$ 3,000.00 )

PAYMENT TO BE MADE AS FOLLOWS:

NET 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Home owner to carry fire, flood and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

YOUR ATTENTION IS DIRECTED TO SECTIONS 3097, 3098 AND 3011, CALIFORNIA CIVIL CODE WHICH REQUIRES US TO NOTIFY YOU THAT IF BILLS ARE NOT PAID IN FULL FOR LABOR SERVICES, EQUIPMENT OR MATERIALS FURNISHED, OR TO BE FURNISHED, THE IMPROVED PROPERTY (WHICH IS DESCRIBED HEREON) MAY BE SUBJECT TO MECHANICS' LIENS\* (THIS STATEMENT IS APPLICABLE TO PRIVATE WORK ONLY).

## NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR SERVICES, EQUIPMENT OR MATERIALS FURNISHED, A MECHANICS' LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A SIGNED RELEASE BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING PAYMENT TO YOUR CONTRACTOR OR (2) ANY OTHER METHOD OR DEVICE WHICH IS APPROPRIATE UNDER THE CIRCUMSTANCES.

PLEASE NOTE FOR ANY CLAIMS ON DEFECTS, SELLER MUST BE NOTIFIED OF THE DEFECTS WITHIN 30 DAYS AFTER RECEIPT OF MATERIALS BY BUYER. THERE WILL BE NO RETURNS ON MATERIALS UNLESS AUTHORIZED BY THE MANAGE OF GLINES CARPET ONE, INC IN ADVANCE AND REQUESTS MUST BE MADE FOR RETURN NO LATER THAN 30 DAYS AFTER SALE. THERE WILL BE A 35% HANDLING CHARGE ON ALL ACCEPTED RETURNS PLUS ANY FREIGHT CHARGES TO RETURN MATERIAL TO MANUFACTURER. ALL PAST DUE ACCOUNTS WILL BE SUBJECTED TO A 1-1/2% MONTHLY FINANCE CHARGE ON THE UNPAID BALANCE SHOULD THE BUYER DEFAULT. HEREUNDER HE SHALL BE LIABLE FOR ALL ATTORNEY FEES INCURRED BY GLINES CARPET ONE, INC TO ENFORCE TERMS OF THIS CONTRACT.

SOME PRODUCTS PURCHASED AT CARPET ONE STORES, THAT CARRY A SATISFACTION REPLACEMENT EVERGUARD STAIN PROTECTION, OR LEES STAIN PROTECTION WARRANTY, ARE SUBJECT TO AN INSTALLATION CHARGE FOR THAT WARRANTY SERVICE.

AUTHORIZED  
SIGNATURE

Note: This proposal may be  
withdrawn by us if not accepted within 15 days

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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## Exhibit B

### Scope of work for Commercial No Wax Vinyl replacement at Marysville Joint Unified School District

- The contractor is to remove old flooring and base when required.
- Contractor is to prep and fill/float new flooring surface area as needed.
- Contractor is to provide and install new District Standard flooring and base as specified in the proposal.
- Disposal of old flooring and construction related materials are the responsibility of the contractor.

Any questions related to the project are to be directed to MJUSD Director of Maintenance:



*Marysville Joint Unified School District*

**Terry Biladeau, Director of Maintenance | Phone (530) 749-6184 | Fax (530) 741-7874**

**Terry Biladeau**

---

**From:** frenchfloor@comcast.net  
**Sent:** Wednesday, June 25, 2014 5:33 PM  
**To:** Terry Biladeau  
**Subject:** Yuba Gardens & Edgewater Bids

**Yuba Gardens**

**(2) Bathrooms**

**Commercial Vinyl**

**Labor**

**Coving ...\$ 3,831.00**

**Edgewater**

**Staff Bath**

**Commercial Vinyl**

**Labor**

**Coving ...\$ 896.00**

**Boys Bathroom**

**Commercial Vinyl**

**Labor**

**Coving ...\$ 1,642.00**

**Girls Bathroom**

**Commercial Vinyl**

**Labor**

**Coving ...\$ 1,642.00**

**Bud French**

**French's Floor Fashions**

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AMENDMENT #2 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 to be extended by twelve months from July 1, 2014 to June 30, 2015.

During the course of the agreement, from July 1, 2014 to August 31, 2014, billable hours per week shall not exceed twenty (20). From September 1, 2014 to September 30, 2014, billable hours per week shall not exceed sixteen (16). And, from October 1, 2014 to June 30, 2015, billable hours shall not exceed one hundred forty (140) per month.

AGREED:

\_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland  
\_\_\_\_\_  
President  
RYLAND SCHOOL BUSINESS CONSULTING

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**ADDENDUM TO  
EMPLOYMENT CONTRACT  
between  
GAY TODD  
and the  
GOVERNING BOARD  
of the  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN DR. GAY TODD AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 23<sup>rd</sup> day of September, 2014, ("Effective Date"), by and between Dr. Gay Todd ("Superintendent"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board")(collectively the "Parties").

**If accepted, Article II, Compensation, will be modified as shown:**

**B. Annual Adjustment to Base Salary**

The SUPERINTENDNET'S annual compensation will be adjusted by 3.8%, retroactively to April 1, 2013, which is the same percentage increase granted to other certificated managers in the DISTRICT at the February 12, 2013 board meeting.

**GOVERNING BOARD OF THE  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Frank Crawford, President of the Governing Board

\_\_\_\_\_  
Date

**I hereby accept this offer to adjust my base salary retroactive to April 1, 2013.**

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

\_\_\_\_\_  
Date

**PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Marysville Joint Unified School District  
 Name of Bargaining Unit: Supertintendent (Unrepresented)  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2015  
 (date) (date)

The Governing Board will act upon this agreement on: September 23, 2014  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement 2014-15 as of 9-15-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) Effective 07/01/2014	Year 2 Increase/(Decrease) N/A	Year 3 Increase/(Decrease) N/A
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 196,059	\$ 16,763		
		3.80%	0.00%	
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	
		0.00%	0.00%	
Description of Other Compensation				
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -		\$ -	
			0.00%	
4 Health/Welfare Benefits	\$ -	\$ -		
		0.00%	0.00%	
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 196,059	\$ 16,763	\$ -	
		8.55%	0.00%	
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -		
7 Total Number of Represented Employees (Use FTEs if appropriate)	1.00	1.00	1.00	
8 Total Compensation - <u>Average</u> Cost per Employee	\$ 196,059	\$ 16,763	\$ -	
		8.55%	0.00%	

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District agrees to pay Supt. a salary increase of 3.8% retroactive to 4-1-13. 2012-13 Base \$196,059\* 3/12 \*3.8% = \$1,862.56; 2013-14 Base \$196,059\*3.8% = \$7,450.24; 2014-15 Base \$196,059\*3.8% = \$7,450.24; Total equal to \$16,763.04 with \$7,450.24 as the annual salary increase moving forward.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$2,025.78 per month for Superintendent Health & Welfare benefits.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

District estimates approximately 100% of the total settlement will be assumed by unrestricted programs.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

1. Current Year

The District plans to use a portion of its general fund budget surplus to fund the proposed agreement in the current year.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund

Bargaining Unit:

### Unrepresented, Cabinet Members

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 09-15-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 67,483,749	\$ -	\$ -	\$ 67,483,749
Remaining Revenues (8100-8799)	\$ 2,668,410	\$ -	\$ -	\$ 2,668,410
<b>TOTAL REVENUES</b>	\$ 70,152,159	\$ -	\$ -	\$ 70,152,159
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 29,755,289	\$ 16,763	\$ -	\$ 29,772,052
Classified Salaries (2000-2999)	\$ 9,732,746	\$ -	\$ -	\$ 9,732,746
Employee Benefits (3000-3999)	\$ 12,850,144	\$ -	\$ -	\$ 12,850,144
Books and Supplies (4000-4999)	\$ 4,193,582	\$ -	\$ -	\$ 4,193,582
Services, Other Operating Expenses (5000-5999)	\$ 5,600,823	\$ -	\$ -	\$ 5,600,823
Capital Outlay (6000-6599)	\$ 98,616	\$ -	\$ -	\$ 98,616
Other Outgo (7100-7299) (7400-7499)	\$ 232,317	\$ -	\$ -	\$ 232,317
Direct Support/Indirect Cost (7300-7399)	\$ (1,116,139)	\$ -	\$ -	\$ (1,116,139)
<b>TOTAL EXPENDITURES</b>	\$ 61,347,378	\$ 16,763	\$ -	\$ 61,364,141
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 8,804,781	\$ (16,763)	\$ -	\$ 8,788,018
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (6,428,501)	\$ -	\$ -	\$ (6,428,501)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,376,280	\$ (16,763)	\$ -	\$ 2,359,517
<b>BEGINNING FUND BALANCE</b>	\$ 9,186,970			\$ 9,186,970
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 11,563,250	\$ (16,763)	\$ -	\$ 11,546,487
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,446,802	\$ -	\$ -	\$ 2,446,802
Designated Amounts (9775-9780)	\$ 5,335,000	\$ -	\$ -	\$ 5,335,000
Unappropriated Amount (9790)	\$ 3,326,448	\$ (16,763)	\$ -	\$ 3,309,685

\* Please see question #5 on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund Unrepresented, Cabinet Members

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 09-15-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 2,147,690	\$ -	\$ -	\$ 2,147,690
Remaining Revenues (8100-8799)	\$ 11,614,923	\$ -	\$ -	\$ 11,614,923
<b>TOTAL REVENUES</b>	\$ 13,762,613	\$ -	\$ -	\$ 13,762,613
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 5,270,441	\$ -	\$ -	\$ 5,270,441
Classified Salaries (2000-2999)	\$ 3,846,617	\$ -	\$ -	\$ 3,846,617
Employee Benefits (3000-3999)	\$ 2,933,231	\$ -	\$ -	\$ 2,933,231
Books and Supplies (4000-4999)	\$ 2,135,403	\$ -	\$ -	\$ 2,135,403
Services, Other Operating Expenses (5000-5999)	\$ 2,961,720	\$ -	\$ -	\$ 2,961,720
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,931,720	\$ -	\$ -	\$ 1,931,720
Direct Support/Indirect Cost (7300-7399)	\$ 313,568	\$ -	\$ -	\$ 313,568
<b>TOTAL EXPENDITURES</b>	\$ 19,392,700	\$ -	\$ -	\$ 19,392,700
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,630,087)	\$ -	\$ -	\$ (5,630,087)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 820,000	\$ -	\$ -	\$ 820,000
CONTRIBUTIONS (8980-8999)	\$ 6,428,501	\$ -	\$ -	\$ 6,428,501
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (21,586)	\$ -	\$ -	\$ (21,586)
<b>BEGINNING FUND BALANCE</b>	\$ 882,653			\$ 882,653
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 861,067	\$ -	\$ -	\$ 861,067
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 861,067	\$ -	\$ -	\$ 861,067

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund Unrepresented, Cabinet Members

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 09-15-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,631,439	\$ -	\$ -	\$ 69,631,439
Remaining Revenues (8100-8799)	\$ 14,283,333	\$ -	\$ -	\$ 14,283,333
<b>TOTAL REVENUES</b>	\$ 83,914,772	\$ -	\$ -	\$ 83,914,772
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 35,025,730	\$ 16,763	\$ -	\$ 35,042,493
Classified Salaries (2000-2999)	\$ 13,579,363	\$ -	\$ -	\$ 13,579,363
Employee Benefits (3000-3999)	\$ 15,783,375	\$ -	\$ -	\$ 15,783,375
Books and Supplies (4000-4999)	\$ 6,328,985	\$ -	\$ -	\$ 6,328,985
Services, Other Operating Expenses (5000-5999)	\$ 8,562,543	\$ -	\$ -	\$ 8,562,543
Capital Outlay (6000-6599)	\$ 98,616	\$ -	\$ -	\$ 98,616
Other Outgo (7100-7299) (7400-7499)	\$ 2,164,037	\$ -	\$ -	\$ 2,164,037
Direct Support/Indirect Cost (7300-7399)	\$ (802,571)	\$ -	\$ -	\$ (802,571)
<b>TOTAL EXPENDITURES</b>	\$ 80,740,078	\$ 16,763	\$ -	\$ 80,756,841
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 3,174,694	\$ (16,763)	\$ -	\$ 3,157,931
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 820,000	\$ -	\$ -	\$ 820,000
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,354,694	\$ (16,763)	\$ -	\$ 2,337,931
<b>BEGINNING FUND BALANCE</b>	\$ 10,069,623			\$ 10,069,623
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 12,424,317	\$ (16,763)	\$ -	\$ 12,407,554
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,446,802	\$ -	\$ -	\$ 2,446,802
Designated Amounts (9775-9780)	\$ 5,335,000	\$ -	\$ -	\$ 5,335,000
Unappropriated Amount - Unrestricted (9790)	\$ 3,326,448	\$ (16,763)	\$ -	\$ 3,309,685
Unappropriated Amount - Restricted (9790)	\$ 861,067	\$ -	\$ -	\$ 861,067
Reserve for Economic Uncertainties Percentage	7.08%			7.06%

\* Please see question #5 on page 7.

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# **I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

## **Combined General Fund Cabinet Members, Unrepresented**

Bargaining Unit:

	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 69,631,439	\$ 71,432,439	\$ 72,997,439
Remaining Revenues (8100-8799)	\$ 14,283,333	\$ 14,283,333	\$ 14,283,333
<b>TOTAL REVENUES</b>	\$ 83,914,772	\$ 85,715,772	\$ 87,280,772
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 35,042,493	\$ 35,891,299	\$ 36,856,868
Classified Salaries (2000-2999)	\$ 13,579,363	\$ 13,874,018	\$ 14,068,673
Employee Benefits (3000-3999)	\$ 15,783,375	\$ 16,779,451	\$ 17,473,528
Books and Supplies (4000-4999)	\$ 6,328,985	\$ 6,582,151	\$ 6,796,274
Services, Other Operating Expenses (5000-5999)	\$ 8,562,543	\$ 8,562,543	\$ 8,562,543
Capital Outlay (6000-6999)	\$ 98,616	\$ 98,616	\$ 98,616
Other Outgo (7100-7299) (7400-7499)	\$ 2,164,037	\$ 2,164,037	\$ 2,164,037
Direct Support/Indirect Cost (7300-7399)	\$ (802,571)	\$ (802,571)	\$ (802,571)
<b>TOTAL EXPENDITURES</b>	\$ 80,756,841	\$ 83,149,544	\$ 85,217,968
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 3,157,931	\$ 2,566,228	\$ 2,062,804
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 820,000	\$ 820,000	\$ 820,000
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,337,931	\$ 1,746,228	\$ 1,242,804
<b>BEGINNING FUND BALANCE</b>	\$ 10,069,623	\$ 12,407,554	\$ 14,153,782
<b>ENDING FUND BALANCE</b>	\$ 12,407,554	\$ 14,153,782	\$ 15,396,586
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 455,000	\$ 455,000	\$ 455,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,446,802	\$ 2,519,086	\$ 2,581,139
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 5,335,000	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 3,309,685	\$ 10,056,793	\$ 11,007,798
Unappropriated Amounts - Restricted (9790)	\$ 861,067	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Mandated Reserve Standard

		Current FY 2014-15	First Subsequent FY 2013-14	Second Subsequent FY 2014-15
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 81,576,841	\$ 83,969,544	\$ 86,037,968
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b. OR \$50,000	\$ 2,447,305	\$ 2,519,086	\$ 2,581,139

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,446,802	\$ 2,519,086	\$ 2,581,139
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 3,309,685	\$ 10,056,793	\$ 11,007,798
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 5,756,487	\$ 12,575,879	\$ 13,588,937
h.	Reserve for Economic Uncertainties Percentage	7.06%	14.98%	15.79%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

Current FY 2014-15

Yes ☒

No ☐

First Subsequent FY 2015-16

Yes ☒

No ☐

Second Subsequent FY 2016-17

Yes ☒

No ☐

### 4. If no, how do you plan to restore your reserves?

5. Total

Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

No Variance

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

## K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

### COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current Year Base Revenue Limit (BRL) per ADA:	<u>\$ 6,973.00</u> (Estimated)
(b) Prior Year Base Revenue Limit (BRL) per ADA	<u>\$ 6,529.00</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ 444.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>6.80%</u>
(e) Change in Deficit % from PY to CY: (Enter as a %)	<u>-3.26%</u>
(f) Percentage Increase in BRL after deficit:	<u>3.54%</u>
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	<u>8.55%</u>

**L. CERTIFICATION FORM NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District,

hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and Superintendent for the year ending the term of the agreement from 6/30/15.

**Board Actions**

The board actions necessary to meet the costs of the agreement in each year of its term are as follows:

**Current Year**

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	\$
Expenditures/Other Financing Uses	\$ 16,763
Ending Fund Balance Increase (Decrease)	\$ (16,763)

**Subsequent Years**

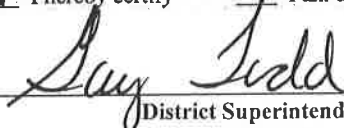
<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$
Ending Fund Balance Increase (Decrease)	\$

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.


**Certifications (check one & sign)**

☒ I hereby certify ☐ I am unable to certify

  
District Superintendent  
(Signature)

9-17-14  
Date

☒ I hereby certify ☐ I am unable to certify

  
Chief Business Official  
(Signature)

9/17/14  
Date

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

## M. CERTIFICATION FORM NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

Ryan DiGiulio, Assistant Superintendent, Business Services  
**Contact Person**

530-749-6115  
**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 09/23/14 took action to approve the proposed Agreement with Superintendent Dr. Gay S. Todd.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

**ADDENDUM TO  
EMPLOYMENT CONTRACT  
between  
RAMIRO CARREÓN  
and the  
GOVERNING BOARD  
of the  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN MR. RAMIRO CARREÓN AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 23<sup>rd</sup> day of September, 2014, ("Effective Date"), by and between Mr. Ramiro Carreón ("Assistant Superintendent of Personnel Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board")(collectively the "Parties").

**If accepted, Article II, Compensation, will be modified as shown:**

**B. Annual Adjustment to Base Salary**

The ASSISTANT SUPERINTENDENT OF PERSONNEL'S annual compensation will be adjusted by 3.8%, retroactively to April 1, 2013, which is the same percentage increase granted to other certificated managers in the DISTRICT at the February 12, 2013 board meeting.

**GOVERNING BOARD OF THE  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Frank Crawford, President of the Governing Board

\_\_\_\_\_  
Date

**I hereby accept this offer to adjust my base salary retroactive to April 1, 2013.**

\_\_\_\_\_  
Ramiro Carreón  
Assistant Superintendent of Personnel Services

\_\_\_\_\_  
Date

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**PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Marysville Joint Unified School District  
 Name of Bargaining Unit: Assistant Superintendent of Personnel Services (Unrepresented)  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2015  
 (date) (date)

The Governing Board will act upon this agreement on: September 23, 2014  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  2014-15 as of 9-15-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) Effective 07/01/2014	Year 2 Increase/(Decrease) N/A	Year 3 Increase/(Decrease) N/A
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 155,487	\$ 13,294		
		3.80%	0.00%	
2 <b>Other Compensation -</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	
		0.00%	0.00%	
<b>Description of Other Compensation</b>				
3 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -		\$ -	
			0.00%	
4 <b>Health/Welfare Benefits</b>	\$ -	\$ -		
		0.00%	0.00%	
5 <b>Total Compensation -</b> Add Items 1 through 4 to equal 5	\$ 155,487	\$ 13,294	\$ -	
		8.55%	0.00%	
6 <b>Step and Column -</b> Due to movement plus any changes due to settlement. This is a subset of Line No. 1.	\$ -	\$ -		
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	1.00	1.00	1.00	
8 <b>Total Compensation - Average Cost per Employee</b>	\$ 155,487	\$ 13,294	\$ -	
		8.55%	0.00%	



9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The Dist agrees to pay Assist Supt of Personnel Srvs a salary increase of 3.8% retroactive to 04-1-13. 2012-13 Sal Base \$155,487 \* 3/12\*3.8% = \$1,477.13; 2013-14 Base \$155,487\* 3.8= \$5,908.51; 2014-15 Base \$155,487\*3.8%=\$5,908.51; Total: \$13,294.15 with \$5,908.51 as the annual salary increase moving forward.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$776.03 per month for Asst. Supertindent.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

District estimates approximately 100% of the total settlement will be assumed by unrestricted programs.

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**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

1. Current Year

The District plans to use a portion of its general fund budget surplus to fund the proposed agreement in the current year.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund

Bargaining Unit:

### Unrepresented, Cabinet Members

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 09-15-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 67,483,749	\$ -	\$ -	\$ 67,483,749
Remaining Revenues (8100-8799)	\$ 2,668,410	\$ -	\$ -	\$ 2,668,410
<b>TOTAL REVENUES</b>	\$ 70,152,159	\$ -	\$ -	\$ 70,152,159
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 29,755,289	\$ 13,294	\$ -	\$ 29,768,583
Classified Salaries (2000-2999)	\$ 9,732,746	\$ -	\$ -	\$ 9,732,746
Employee Benefits (3000-3999)	\$ 12,850,144	\$ -	\$ -	\$ 12,850,144
Books and Supplies (4000-4999)	\$ 4,193,582	\$ -	\$ -	\$ 4,193,582
Services, Other Operating Expenses (5000-5999)	\$ 5,600,823	\$ -	\$ -	\$ 5,600,823
Capital Outlay (6000-6599)	\$ 98,616	\$ -	\$ -	\$ 98,616
Other Outgo (7100-7299) (7400-7499)	\$ 232,317	\$ -	\$ -	\$ 232,317
Direct Support/Indirect Cost (7300-7399)	\$ (1,116,139)	\$ -	\$ -	\$ (1,116,139)
<b>TOTAL EXPENDITURES</b>	\$ 61,347,378	\$ 13,294	\$ -	\$ 61,360,672
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 8,804,781	\$ (13,294)	\$ -	\$ 8,791,487
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (6,428,501)	\$ -	\$ -	\$ (6,428,501)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,376,280	\$ (13,294)	\$ -	\$ 2,362,986
<b>BEGINNING FUND BALANCE</b>	\$ 9,186,970			\$ 9,186,970
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 11,563,250	\$ (13,294)	\$ -	\$ 11,549,956
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,446,802	\$ -	\$ -	\$ 2,446,802
Designated Amounts (9775-9780)	\$ 5,335,000	\$ -	\$ -	\$ 5,335,000
Unappropriated Amount (9790)	\$ 3,326,448	\$ (13,294)	\$ -	\$ 3,313,154

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund Unrepresented, Cabinet Members

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 09-15-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 2,147,690	\$ -	\$ -	\$ 2,147,690
Remaining Revenues (8100-8799)	\$ 11,614,923	\$ -	\$ -	\$ 11,614,923
<b>TOTAL REVENUES</b>	\$ 13,762,613	\$ -	\$ -	\$ 13,762,613
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 5,270,441	\$ -	\$ -	\$ 5,270,441
Classified Salaries (2000-2999)	\$ 3,846,617	\$ -	\$ -	\$ 3,846,617
Employee Benefits (3000-3999)	\$ 2,933,231	\$ -	\$ -	\$ 2,933,231
Books and Supplies (4000-4999)	\$ 2,135,403	\$ -	\$ -	\$ 2,135,403
Services, Other Operating Expenses (5000-5999)	\$ 2,961,720	\$ -	\$ -	\$ 2,961,720
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,931,720	\$ -	\$ -	\$ 1,931,720
Direct Support/Indirect Cost (7300-7399)	\$ 313,568	\$ -	\$ -	\$ 313,568
<b>TOTAL EXPENDITURES</b>	\$ 19,392,700	\$ -	\$ -	\$ 19,392,700
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,630,087)	\$ -	\$ -	\$ (5,630,087)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 820,000	\$ -	\$ -	\$ 820,000
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 6,428,501	\$ -	\$ -	\$ 6,428,501
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (21,586)	\$ -	\$ -	\$ (21,586)
<b>BEGINNING FUND BALANCE</b>	\$ 882,653			\$ 882,653
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 861,067	\$ -	\$ -	\$ 861,067
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ 861,067	\$ -	\$ -	\$ 861,067

\* Please see question #5 on page 7.

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## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Combined General Fund  
Unrepresented, Cabinet Members**

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board Approved Budget Before Settlement (As of 09-15-14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 69,631,439	\$ -	\$ -	\$ 69,631,439
Remaining Revenues (8100-8799)	\$ 14,283,333	\$ -	\$ -	\$ 14,283,333
<b>TOTAL REVENUES</b>	\$ 83,914,772	\$ -	\$ -	\$ 83,914,772
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 35,025,730	\$ 13,294	\$ -	\$ 35,039,024
Classified Salaries (2000-2999)	\$ 13,579,363	\$ -	\$ -	\$ 13,579,363
Employee Benefits (3000-3999)	\$ 15,783,375	\$ -	\$ -	\$ 15,783,375
Books and Supplies (4000-4999)	\$ 6,328,985	\$ -	\$ -	\$ 6,328,985
Services, Other Operating Expenses (5000-5999)	\$ 8,562,543	\$ -	\$ -	\$ 8,562,543
Capital Outlay (6000-6599)	\$ 98,616	\$ -	\$ -	\$ 98,616
Other Outgo (7100-7299) (7400-7499)	\$ 2,164,037	\$ -	\$ -	\$ 2,164,037
Direct Support/Indirect Cost (7300-7399)	\$ (802,571)	\$ -	\$ -	\$ (802,571)
<b>TOTAL EXPENDITURES</b>	\$ 80,740,078	\$ 13,294	\$ -	\$ 80,753,372
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 3,174,694	\$ (13,294)	\$ -	\$ 3,161,400
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 820,000	\$ -	\$ -	\$ 820,000
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,354,694	\$ (13,294)	\$ -	\$ 2,341,400
<b>BEGINNING FUND BALANCE</b>	\$ 10,069,623			\$ 10,069,623
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 12,424,317	\$ (13,294)	\$ -	\$ 12,411,023
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 455,000	\$ -	\$ -	\$ 455,000
Reserved for Economic Uncertainties (9770)	\$ 2,446,802	\$ -	\$ -	\$ 2,446,802
Designated Amounts (9775-9780)	\$ 5,335,000	\$ -	\$ -	\$ 5,335,000
Unappropriated Amount - Unrestricted (9790)	\$ 3,326,448	\$ (13,294)	\$ -	\$ 3,313,154
Unappropriated Amount - Restricted (9790)	\$ 861,067	\$ -	\$ -	\$ 861,067
Reserve for Economic Uncertainties Percentage	7.08%			7.06%

\* Please see question #5 on page 7.

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# **I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

## **Combined General Fund Cabinet Members, Unrepresented**

Bargaining Unit:

	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 69,631,439	\$ 71,432,439	\$ 72,997,439
Remaining Revenues (8100-8799)	\$ 14,283,333	\$ 14,283,333	\$ 14,283,333
<b>TOTAL REVENUES</b>	\$ 83,914,772	\$ 85,715,772	\$ 87,280,772
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 35,039,024	\$ 35,891,299	\$ 36,856,868
Classified Salaries (2000-2999)	\$ 13,579,363	\$ 13,874,018	\$ 14,068,673
Employee Benefits (3000-3999)	\$ 15,783,375	\$ 16,779,451	\$ 17,473,528
Books and Supplies (4000-4999)	\$ 6,328,985	\$ 6,582,151	\$ 6,796,274
Services, Other Operating Expenses (5000-5999)	\$ 8,562,543	\$ 8,562,543	\$ 8,562,543
Capital Outlay (6000-6999)	\$ 98,616	\$ 98,616	\$ 98,616
Other Outgo (7100-7299) (7400-7499)	\$ 2,164,037	\$ 2,164,037	\$ 2,164,037
Direct Support/Indirect Cost (7300-7399)	\$ (802,571)	\$ (802,571)	\$ (802,571)
<b>TOTAL EXPENDITURES</b>	\$ 80,753,372	\$ 83,149,544	\$ 85,217,968
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 3,161,400	\$ 2,566,228	\$ 2,062,804
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 820,000	\$ 820,000	\$ 820,000
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 2,341,400	\$ 1,746,228	\$ 1,242,804
<b>BEGINNING FUND BALANCE</b>	\$ 10,069,623	\$ 12,411,023	\$ 14,157,251
<b>ENDING FUND BALANCE</b>	\$ 12,411,023	\$ 14,157,251	\$ 15,400,055
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 455,000	\$ 455,000	\$ 455,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 2,446,802	\$ 2,519,086	\$ 2,581,139
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 5,335,000	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 3,313,154	\$ 10,056,793	\$ 11,007,798
Unappropriated Amounts - Restricted (9790)	\$ 861,067	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Mandated Reserve Standard

		Current FY 2014-15	First Subsequent FY 2013-14	Second Subsequent FY 2014-15
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 81,573,372	\$ 83,969,544	\$ 86,037,968
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a times Line b. OR \$50,000	\$ 2,447,201	\$ 2,519,086	\$ 2,581,139

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 2,446,802	\$ 2,519,086	\$ 2,581,139
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 3,313,154	\$ 10,056,793	\$ 11,007,798
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 5,759,956	\$ 12,575,879	\$ 13,588,937
h.	Reserve for Economic Uncertainties Percentage	7.06%	14.98%	15.79%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

Current FY 2014-15

Yes ☒

No ☐

First Subsequent FY 2015-16

Yes ☒

No ☐

Second Subsequent FY 2016-17

Yes ☒

No ☐

### 4. If no, how do you plan to restore your reserves?

5. Total

Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

No Variance

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A



## K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

### COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current Year Base Revenue Limit (BRL) per ADA:	<u>\$ 6,973.00</u> (Estimated)
(b) Prior Year Base Revenue Limit (BRL) per ADA	<u>\$ 6,529.00</u> (Actual)
(c) Amount of Current Year Increase: (a) minus (b)	<u>\$ 444.00</u>
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	<u>6.80%</u>
(e) Change in Deficit % from PY to CY: (Enter as a %)	<u>-3.26%</u>
(f) Percentage Increase in BRL after deficit:	<u>3.54%</u>
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	<u>8.55%</u>

**L. CERTIFICATION FORM NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent fiscal years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. Absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board, however, it does not prevent them from taking action on the agreement.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement between the District and Assistant Superintendent of Education Services, during the term of the agreement from 7/01/14 to 6/30/15.

**Board Actions**

The board actions necessary to meet the costs of the agreement in each year of its term are as follows:

**Current Year**

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	\$
Expenditures/Other Financing Uses	\$ 13,294
Ending Fund Balance Increase (Decrease)	\$ (13,294)

**Subsequent Years**

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	\$ 0
Expenditures/Other Financing Uses	\$
Ending Fund Balance Increase (Decrease)	\$

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Certifications (check one & sign)**

☒ I hereby certify ☐ I am unable to certify

Ray Todd  
District Superintendent  
(Signature)

9-17-14  
Date

☒ I hereby certify ☐ I am unable to certify

RE  
Chief Business Official  
(Signature)

9/17/14  
Date

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**M. CERTIFICATION FORM NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

Ryan DiGiulio, Assistant Superintendent, Business Services  
**Contact Person**

530-749-6115  
**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 09/23/14, took action to approve the proposed Agreement with Assistant Superintendent of Personnel Services Ramiro G. Carreon.

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

**Special Note:** The Yuba County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

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Marysville Joint Unified School District

**Resolution 2014-15/08**

**NATIONAL SCHOOL LUNCH WEEK**

**WHEREAS**, the National School Lunch Program has served our nation admirably for over 60 years through advanced practices and nutrition education; and

**WHEREAS**, the National School Lunch Program is dedicated to the health and well-being of our nation's children, and

**WHEREAS**, the National School Lunch Program has been joined through the years by many other excellent child feeding programs; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Marysville Joint Unified School District joins with the School Nutrition Association in proclaiming the week of October 13-17, 2014 as National School Lunch Week encouraging all residents to become aware and concerned about their children's and their own nutrition habits to achieve a more healthful citizenry for today and the future.

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 23<sup>rd</sup> day of September 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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

Marysville Joint Unified School District

Resolution 2014-15/05

**RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS  
EDUCATION CODE SECTION 60119**

**Whereas**, the governing board of Marysville Joint Unified School district office, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 23, 2014, at 5:30 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hour; and

**Whereas**, the governing board provided at least ten days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing; and

**Whereas**, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing; and

**Whereas**, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education; and

**Whereas**, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following addendum; and

**Whereas**, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive; and

**Therefore, it is resolved** that for the 2014 -15 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**THE FOREGOING RESOLUTION** was passed and adopted at its regular meeting of the Governing Board of the Marysville Joint Unified School District on September 23, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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Frank Crawford  
*President - Board of Trustees*

Marysville Joint Unified School District  
Core Programs

**2002 Reading/Language Arts/English Language Development Adoption**

- SRA/McGraw-Hill, SRA/Open Court Reading, 2002\*, Gr. K-6
- Hampton Brown, High Point, 2001, Gr. 4-8
- McDougal Littell, McDougal Littell Reading and Language Arts Program, 2002, Gr. 6-8
- SRA/McGraw-Hill, SRA/Reach Program, 2002, Gr. 4-8
- Hampton Brown Avenues - grades K-5

**Reading/Language Arts/English Language Development Board Approval 9-12**

- McDougal Littell Language of Literature 9/27/05
- Prentice Hall Literature Timeless Voices and Timeless Themes 6/05/01
- Heinle/Thomson, Visions 2004 - grades 9-12 1/10/06 (Pilot – LHS only)
- Bedford the Language of Composition 5/27/08
- Pacemaker American Literature (Alternative Ed Only) 5/23/06
- Pacemaker English Composition (Alternative Ed Only) 5/23/06
- Longman Keystone Keys to Learning Program 4 (9-12 ELA Intervention) 8/2010

**2006 History/Social Science**

- Pearson Scott Foresman, Scott Foresman History-Social Science for California, 2006, Gr. K-5
- Pearson Prentice Hall, Prentice Hall Social Studies, 2006, Gr. 6-8

**History/Social Science Board Approval 9-12**

- Prentice Hall 2006
- Steck-Vaughn Geography of the US 2/7/1984
- Prentice Hall US History (CA) 12/11/2007
- Prentice Hall Macgruder's American Government 5/9/06
- Prentice Hall Government in America 9/12/2006
- Prentice Hall Economics: Principles in Action 5/9/06
- Prentice Hall World History: The Modern World 5/9/2006
- Glencoe McGraw Hill, Civics Responsibilities and Citizenship 5/7/96

**2007 Science Adoption**

- MacMillan Macmillan/McGraw-Hill, Macmillan/McGraw-Hill California Science, 2008, Gr. K-5
- Holt, Rinehart and Winston, Holt California Science: Earth, Life, and Physical Science, 2007, Gr. 6-8

**Science Board Approval 9-12**

- Holt, Rinehart, and Winston Physical Science 4/24/07
- Prentice Hall Earth Science (Geo Science) 4/24/07
- Holt, Rinehart, and Winston Modern Earth Science 9/11/12
- Holt, Rinehart, and Winston Life Science 4/24/07
- McDougal Littell Biology 4/24/07
- Holt, Rinehart, and Winston Chemistry 4/24/07
- Holt, Rinehart, and Winston Environmental Science 4/13/04
- Holt, Rinehart, and Winston Physics 4/24/07
- Holt, Rinehart, and Winston Biology 1/24/07
- Prentice Hall Forensic Science an Introduction 8/14/2007
- Pacemaker Physical Science (Alternative Ed Only) 5/23/06
- Macmillan McGraw Hill, Glencoe Health and Guide to Wellness 5/3/94
- Pearson, AP Edition Campbell Biology in Focus 6/25/13
- Brooks/Cole Cengage Learning, Zumdahl AP Chemistry 9th Edition 8/13/13

**2008 Mathematics Adoption K-8**

- Harcourt Brace School Publishers, Saxon Math 2008, Gr. K-6
- McDougal Littell, Course 2, Pre-Algebra, CA Edition 2008, Gr. 7
- Holt, Algebra Readiness, CA Edition 2008, Gr. 8
- McDougal Littell Algebra I, CA Edition 2002, Gr. 8-12
- Houghton Mifflin Harcourt, Go Math 2014, Gr. K~8

**Mathematics Board Approval 9-12**

- Pacemaker Globe Fearon Pre-Algebra 10/26/04 (Alternative Ed. Only)
- Holt, Rinehart, and Winston Algebra II 10/14/03
- Addison Wesley Geometry 9/23/03
- Glencoe Geometry Concepts and Application 6/28/05
- Key Curriculum Press Discovering Geometry 8/26/08
- Mobius Communications Trigonometry and Its Applications 4/20/1999
- Addison Wesley Pre-Calculus 10/14/03
- Prentice Hall Calculus 10/14/03
- WH Freeman Practice of Statistics 5/13/2008
- Pacemaker Basic Mathematics (Alternative Ed Only) 5/23/06
- Carnegie Learning, Integrated Math I, II, & III 2014

**Foreign Language Board Approval**

- Prentice Hall Ecce Roman II; 5/23/06
- MacMillan Webster's New World German Dictionary 1/25/05
- Abriendo Paso Lecturas Y Gramatica 11/8/05
- Pearson Prentice Hall Sendas Literarias 11/8/05
- Pearson Prentice Hall Sendas Literarias 2; 11/8/05
- Prentice Hall Paso a Paso 3 11/8/05
- Cambridge University Press Cambridge Latin Course Unit 1 and 2; 7/8/03
- McDougal Littell Discovering French Blanc and Discovering French Rouge 7/8/03
- Allyn and Bacon Jenny's First Year Latin 8/6/02
- Holt McDougal, Avancemos! 2013



# Marysville Joint Unified School District

## Board Policy

### Community Day School

BP 6185

#### Instruction

The Governing Board recognizes the need to provide an appropriate alternative educational program for expelled students who are prohibited from attending regular schools in the district and for certain students referred by probation or district processes. The district shall operate one or more community day schools designed to meet the needs of these students. The Superintendent or designee shall ensure that any such school is operated in accordance with legal requirements related to enrollment, instructional time and facilities.

The Board perceives the community day school as a flexible component of a comprehensive effort to meet the needs of expelled and other at-risk students throughout the county. The Superintendent or designee shall solicit input from the County Superintendent of Schools and neighboring districts when designing the district community day school and shall collaborate with them in fulfilling countywide needs.

In order to foster positive attitudes and academic progress, the Board recognizes that community day schools must give students substantial individual help with their problems. Community day school staff shall collaborate with district counselors, psychologists, and other support staff and with the county office of education, law enforcement, probation, and human services agency staff who work with at-risk youth. To the extent possible, community day school programs shall provide a low student-teacher ratio as well as individualized instruction and assessment.

(cf. 1020 - Youth Services)

(cf. 5149 - At-Risk Students)

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall establish procedures for the involuntary transfer of students to a community day school in accordance with law and administrative regulation.

(cf. 5113 - Absences and Excuses)

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

Legal Reference:

EDUCATION CODE

1980-1986 County community schools

17085-17096 Emergency portable facilities

17280-17316 Field Act, approvals

17365-17374 Field Act, fitness of occupancy

48660-48666 Community day schools

48900-48926 Suspension or expulsion

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

Management Resources:

CDE PROGRAM ADVISORIES

0306.96 Expulsion Policies and Expulsion Placements, SPB: 95/96-04

WEB SITES

CDE, Educational Options Office: <http://www.cde.ca.gov/spbranch/essdiv/edoptshome.html>

Policy

adopted: September 23, 2014

**MARYSVILLE JT. UNIFIED SCHOOL DISTRICT**

Marysville, California

***[Agendized 9/23/14]***

# **Marysville Joint Unified School District**

## **Administrative Regulation**

### **Community Day School**

AR 6185

#### **Instruction**

#### **Involuntary Transfer**

A student may be assigned to a community day school only upon meeting one or more of the following conditions: (Education Code 48662)

1. The student is expelled for any reason.

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

2. The student is probation-referred pursuant to Welfare and Institutions Code 300 and/or Welfare and Institutions Code 602.

3. The student is referred by a school attendance review board (SARB) or other district-level referral process.

The first priority for assignment to a community day school shall be given to students expelled pursuant to Education Code 48915 (d). Second priority shall be given to students expelled for other reasons, and third priority shall be given to students referred according to item #2 or #3 above. These priorities are applicable unless the district has an agreement that the County Superintendent of Schools shall serve any of the above students. (Education Code 48662)

In the case of any student who has been identified as eligible for services under the federal Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973, assignment to a community day school shall be first approved by the student's Individualized Education Program (IEP) team or school site committee (e.g., student study team) as required by law.

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

(cf. 6159 - Individualized Education Program)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

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

At least 10 calendar days prior to the involuntary transfer of a student as a result of a district-level referral process, the Superintendent or designee shall provide written notice of the transfer to the student's parent/guardian or to the adult student age 18 or older. The notice shall contain a statement of the facts and circumstances upon which the transfer is based, its duration, and the conditions for readmission. The notice shall advise the student's parent/guardian or adult student of the opportunity to inspect and obtain copies of all documents supporting the transfer.

In addition, the notice shall also state that the parent/guardian or adult student has five school days to request a meeting with the Superintendent or designee to discuss the transfer.

If the Superintendent designates an individual to represent the district at the meeting, the individual so designated shall not be a member of the staff of the school at which the student is currently enrolled.

At the meeting, the reason for the transfer shall be reviewed with the parent/guardian or adult student and the parent/guardian or adult student may present evidence on the student's behalf.

The Superintendent or designee shall send the parent/guardian or adult student written notice of the decision to transfer or not transfer within three school days of the meeting.

If the parent/guardian or adult student desires to appeal the Superintendent's decision to the Board, he/she shall file written notice of the intent to appeal within five school days of receiving the decision. The Board shall determine whether or not to hear the appeal within 15 calendar days. If the Board desires to hear the appeal, the Board shall decide the appeal within 30 calendar days of receipt of the notice of the appeal. The Board's decision shall be final.

#### Instruction

Academic programs offered in the community day school shall be comparable to those available to students of a similar age in the school district. (Education Code 48663)

The minimum school day for community day school students shall be 360 minutes of classroom instruction provided by a certificated employee of the district reporting attendance for apportionment purposes. Independent study shall not be used as a means of providing any part of this minimum day. (Education Code 48663)

(cf. 6158 - Independent Study)

#### Facilities

To house community day school operations, the district shall do one or more of the following: (Education Code 17292.5)

1. Use available school facilities conforming with Field Act requirements
2. Apply for emergency portable classrooms pursuant to Education Code 17085-17096.
3. Upon certifying to the State Allocation Board that all reasonable efforts have been made to use facilities that conform with the Field Act requirements of item #1 above, enter into lease agreements for facilities for which a structural engineer has submitted a report stating that substantial structural hazards do not exist.

Every three years, the Superintendent or designee shall report to the State Allocation Board on the facilities used for the district's community day programs and efforts to place these programs in facilities that conform with the requirements of item #1 above. (Education Code 17292.5)

#### Location of the School Site

A district desiring to operate a community day school to serve any of grades K-6, but no higher grades, may situate the community day school on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity or continuation school when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school in those grades. (Education Code 48661)

A district organized to serve grades K-8, but no higher grades, may situate a community day school on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity or continuation school when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school in those grades. (Education Code 48661)

(cf. 9323.2 - Actions by the Board)

A district with 2,500 ADA or less, may situate a community day school on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity, or continuation school when the Board certifies by a two-thirds vote that no satisfactory alternative facilities are available for a community day school. (Education Code 48661)

Such Board certifications shall be valid for not more than one school year and may be renewed by a subsequent two-thirds vote of the Board. (Education Code 48661)

Regulation  
Approved: September 23, 2014

**MARYSVILLE JT. UNIFIED SCHOOL DISTRICT**  
Marysville, California

***[Agendized 9/23/14]***

**Alternative Schools Accountability Model  
Alternative School of Choice and Charter School  
Application**

CDE Use Only
Date Reviewed
Date Approved
Date Denied
Reviewer

**School Information**

58-72736

Yuba

County-District-School (CDS) Code

County Name

Marysville Community Day School

Marysville Joint Unified School District

School Name

District Name

**ASAM Coordinator**

Lennie Tate

Executive Director of Educational Services

Coordinator's Name

Title

(530) 749-6902

ltate@mjUSD.com

Area Code and Phone Number

E-mail Address

**Percent of Students Served**

*(count each student once and only in one category)*

Expelled (*Education Code [EC] Section 48925[b]*) including situations in which enforcement of the expulsion order was suspended (*EC 48917*)

55%

Suspended (*EC 48925[d]*) more than 10 days in a school year

5%

Wards of the Court (Welfare and Institutions Code [*WIC*] 601 or 602) or dependents of the court (*WIC* 300 or 654)

20%

Pregnant and/or Parenting

5%

Recovered Dropouts (see Section 3.7 of the California Longitudinal Pupil Achievement Data System (CALPADS) Data Guide on the CDE CALPADS System Documentation Web page at <http://www.cde.ca.gov/ds/sp/cl/systemdocs.asp> )

0%

Habitually Truant (*EC 48262*) or habitually insubordinate and disorderly whose attendance at the school is directed by a school attendance review board or probation officer (*EC 48263*)

15%

Retained more than once in Kindergarten through grade eight

0%

**Total Percent**

100%

43

Alternative Schools Accountability Model  
Alternative School of Choice and Charter School Application (Cont.)

**School Type**  
(check one)

- ☒ Alternative School of Choice  
☐ Charter School

**First School Year of ASAM Participation**

August 2015

First Day of Participation (mm/dd/yyyy)

**Signatures of Certification**

Mr. Tim Kelly

Principal's Name

Dr. Gay Todd

Superintendent's Name

Mr. Frank Crawford

Board President's Name

Principal's Signature and Date

Superintendent's Signature and Date

Board President's Signature and Date Approved

## Application for a County-District-School (CDS) Code

Please type or print all information requested below. Attach copies of the district's governing board minutes describing the approval to form and establish this school (e.g., **budget approval, acquisition/designation of a facility, staffing, contract awarded for construction of a facility, school type, & date of opening for Charter School should include the Request for Charter School Number form**). Incomplete or insufficient information may delay processing of your application. A CDS code may be requested nine months prior to the school's opening date. If you have any questions, please contact the CDS Administrator at 916-327-4014, by fax at 916-327-0195, or by e-mail at [CDSAdmin@cde.ca.gov](mailto:CDSAdmin@cde.ca.gov).

### School Information

1. County: <b>Yuba</b>		CDE use only	
2. District: <b>Marysville Joint Unified School District</b>		CDE use only	
3. School: <b>Marysville Community Day School</b>		CDE use only	
4. School Type: <b>District Community Day School</b>		5. Education Code Authority: (See instructions) <b>\$48660</b>	
6. Open Date: <b>August 12, 2015</b>		7. Estimated Enrollment: <b>160</b>	8. Grade Span: <b>7-12</b>
9. Year Round: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		10. Virtual Status: <input type="checkbox"/> Full Virtual <input type="checkbox"/> Partial Virtual <input checked="" type="checkbox"/> Not Virtual	
11. E-Mail Address: <b>gtodd@mjuds.com</b>		12. Web Site: <b>www.mjuds.com</b>	
13. Phone: <b>(530) 749-6102</b>		14. Fax: <b>(530) 741-7894</b>	
15. School's Physical Address: (Required, see instructions) <b>1919 B Street, Marysville, CA 95901</b>		16. Mailing Address: (If different from street address)	
17. Charter: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		18. Charter Number: (If Charter)	

### Principal Information

19. First Name: <b>Tim</b>	20. Middle Name:	21. Last Name: <b>Kelly</b>
22. Title: <b>Principal</b>		23. E-Mail Address: <b>tkelly@mjuds.com</b>
24. Phone: <b>(530) 740-6400</b>		25. Fax: <b>(530) 741-7875</b>

### District Superintendent's Certification

I hereby certify that the above information is true and correct.

Superintendent's Signature		Date:
Name <b>Gay S. Todd</b>	Title <b>Superintendent</b>	

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