

TEMPLATE

California Department of Education

January 2016

2016–17 MIGRANT EDUCATION REGION 2 MOU


Districts that have an enrollment of fewer than 200 migrant students or an allocation of less than \$25,000 have the option of completing this Memorandum of Understanding.

District Name: _____ **Marysville Joint Unified School District** _____

District Contact: _____ **Gay Todd, Ed.D.** _____

CONTENTS

- ☐ Section I: MOU/Signature Page
- ☐ Section II: District Demographic Profile (number of migrant/non-migrant students)
- ☐ Section III: District Migrant Parent Advisory Council Membership Roster
- ☐ Section IV: Memorandum of Understanding Service Planning/Evaluation
- ☐ Section V: Assurances (link)

Business Services Department
Approval: 
Date: 8/12/16

SECTION I

MIGRANT EDUCATION – REGION 2
1870 Bird St.
Oroville, CA 95965
(530) 532-5749

DISTRICT MEMORANDUM OF UNDERSTANDING

Between
Migrant Education, Region 2
And
Marysville Joint Unified School District

This agreement is between Migrant Education Region 2, hereinafter referred to as the region and Marysville Joint Unified School District, herein after referred to as the district.

The period covered by this agreement shall be from June 3, 2017 to June 30, 2017. There are currently 161 migrant students in the district as indicated in the attached District/Demographic Profile.

Based on the needs of its Migrant students, the district agrees to provide supplemental service(s) as identified in SECTION IV.

The following staff for the Region will deliver the following services:

Instructional Programs Specialist - Matthew Johnson
Intervention Specialist - Jesus Rodriguez
Family Support Paraprofessional - Martin Gonzalez
Identification and Recruitment Specialist – Juan Manuel Garcia
Recruiter – Uriel Ramirez-Torres
Mini-Corps Tutors

The following staff for the District will deliver the following services:

Summer School Intersession:

5 Teachers (1 TOSA)
8 Student Aides
1 Custodian
1 Bus Driver
1 Clerk II

STEM Bootcamp
1 Teacher
1 Campus Supervisor

The Region certifies that the Migrant Education District Parent Advisory Council has participated in the development of the Migrant Education program as described. A minimum of six (6) meetings a year will be convened to comply with statutory requirements and provide identified parent training needs.

The District identifies and addresses the needs of migrant children in coordination with other categorical programs. The District will list the services to Migrant students in the LEA plan and in the Single Plan for Student Achievement.

In witness whereof, the following parties have executed this agreement:

Vin Chung
Region Director

District Administrator

7-27-16
Date

Date

Section II

DISTRICT DEMOGRAPHIC PROFILE

| District: (insert name of district) | | | | | | | | | | | | | | |
|--|----------|----|---|----|----|---|----|----|---|----|----|----|----|-------|
| Number of Migrant Students Enrolled at Each Grade Level in the District. | | | | | | | | | | | | | | |
| | Pre K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Total |
| PFS | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 5 |
| Migrant | 19 | 13 | 9 | 17 | 12 | 6 | 13 | 12 | 8 | 13 | 8 | 9 | 8 | 156 |
| All* | 19 | 13 | 9 | 17 | 12 | 8 | 13 | 13 | 9 | 13 | 8 | 9 | 10 | 161 |

*All includes PFS and Migrant students.

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

4

DISTRICT MIGRANT PARENT ADVISORY COUNCIL

[illegible]

MIGRANT EDUCATION PROGRAM REGION 2 2016-17

Memorandum of Understanding Academic Service Planning/Evaluation

DISTRICT NAME: Marysville Joint Unified School District

PROPOSED PROJECT COST: \$ 74,769

PROPOSED AREA OF SERVICE:

| | | | | | | | | | |
|-------------------------|--------------------------|------------------------------|-------------------------------------|---------------------------|-------------------------------------|-------------------------------|--------------------------|--------------------------------|--------------------------|
| School Readiness | <input type="checkbox"/> | English Language Arts | <input checked="" type="checkbox"/> | Mathematics | <input checked="" type="checkbox"/> | High School Graduation | <input type="checkbox"/> | Parent Advisory Council | <input type="checkbox"/> |
| OSY | <input type="checkbox"/> | Health | <input type="checkbox"/> | Parent Involvement | <input type="checkbox"/> | I&R | <input type="checkbox"/> | | <input type="checkbox"/> |

Description of Proposed Service

| | |
|---|---|
| Name of Service: | Migrant Summer Academy and STEM Bootcamp |
| The Need (Include data & how service is supplemental to core program): | According to the Test results of the CAASPP, 2015, 92% of the Migrant students in 6 th grade did not meet standards in English language proficiency, and 93% did not meet standards in mathematics. The 2014-15 CELDT test results show that there are currently 75 Migrant students performing between the Beginning and Advanced levels. |
| How (describe the academic focus, the service and the strategies): | Both the Summer School Academy and the STEM Bootcamp are designed to provide supplemental academic services designed to address the aforementioned areas of need. These services will provide targeted academic instruction to migrant students in STEM and Physical Education/Health. Local measurable assessments will be used to monitor students' academic growth. Instructors will deliver targeted instruction in reading and language development using research based instructional strategies to include student collaboration, use of academic discourse, critical reading, and effective writing instruction. Additionally, teachers will incorporate targeted learning strategies including sentence framing, scaffolding techniques, visuals, pre-teaching vocabulary, use of graphic organizers, keyword identification, and utilization of technology resources. |
| School Year or Summer School Service: | (Check one) <input type="checkbox"/> Regular School Year <input checked="" type="checkbox"/> Summer School |
| If School Year Service, when: | (Check one) <input type="checkbox"/> Before School <input type="checkbox"/> After School <input type="checkbox"/> Saturday |

PART 1: PARTICIPANTS TO BE SERVED:

| Grade | # Enrolled | Projected # Participants | | | Actual # Participants | | |
|-------|------------|--------------------------|-----------|-------|-----------------------|---------|-------|
| | | # PFS | # Non-PFS | TOTAL | PFS | Non-PFS | TOTAL |
| K | | 0 | 10 | 10 | | | |
| 1 | | 0 | 7 | 7 | | | |
| 2 | | 0 | 12 | 12 | | | |
| 3 | | 0 | 9 | 9 | | | |
| 4 | | 2 | 2 | 4 | | | |
| 5 | | 0 | 9 | 9 | | | |
| 6 | | 1 | 7 | 8 | | | |

| | | | | | | | |
|---------------|--|---|----|----|--|--|--|
| 7 | | 1 | 3 | 4 | | | |
| 8 | | 0 | 6 | 6 | | | |
| 12 | | 0 | 1 | 1 | | | |
| TOTALS | | 4 | 66 | 70 | | | |

PART 2: LOCATION, DATES, TIME OF DELIVERY

| Minutes per Day | Days per Week | # of Weeks | Total Instructional Hours | Actual Total Instructional Hrs. |
|---------------------|------------------------------|------------|---------------------------|---------------------------------|
| 240 | 5 | 2.6 | 52 | |
| Start Date | 6/14/2017 | End Date | | 6/30/2017 |
| Location of Service | Cedar Lane Elementary School | | | |

| Minutes per Day | Days per Week | # of Weeks | Total Instructional Hours | Actual Total Instructional Hrs. |
|---------------------|------------------------|------------|---------------------------|---------------------------------|
| 240 | 4 | 1 | 16 | |
| Start Date | 8/1/2016 | End Date | | 8/4/2016 |
| Location of Service | Ella Elementary School | | | |

PART 3: RESEARCH BASED CURRICULUM:

| Grade Level Cluster | Curriculum | Research Based? |
|---------------------|---------------------------------|-----------------|
| Pre K - 8 | Wonders-McGraw/Hill, GoMath-HMH | Yes |

PART 4: METHOD OF INSTRUCTION:

| <i>Instructional Strategies to be Used</i> |
|---|
| Whole group, small group, and individual instruction with integrated technology resources, including keyboarding. Technology will be incorporated into the lesson plans when appropriate. |

PART 5: EXPECTED OUTCOMES (learning that will occur due to implementation of this program):

| Local Quantitative Measures | Targeted Outcome | | % Projected Participants to Reach Targeted Outcome | | Actual % that reached targeted outcome | | Target Met, Not Met, Partially Met? | | Why Not/Comments: |
|---------------------------------|--|-----------|--|-----------|--|-----------|-------------------------------------|-----------|-------------------|
| | PF S | Other MEP | PF S | Other MEP | PF S | Other MEP | PF S | Other MEP | |
| Opinion Writing Task – Pre/Post | 4 | 66 | 75 | 80 | | | | | |
| Go Math Assessment | 4 | 66 | 75 | 80 | | | | | |
| Local Qualitative Measures | Description of Projected Measures | | | | | | Comments on Results | | |
| Interview and Focus Groups: | Collaboration meetings between Migrant Education Intervention Programs Specialist, Family Support Paraprofessional, and Family Liaison | | | | | | | | |
| Surveys: | Parent Surveys from PAC meetings identify service needs. | | | | | | | | |

| | | |
|---------------|-----------------------------------|--|
| Observations: | Instructional Program Specialist. | |
|---------------|-----------------------------------|--|

PART 6: PERSONNEL:**Staffing**

| Title | Certificated | | Classified | | Percent Funded by DSA | Percent Funded by Other | Name of Other Program Funding Source |
|------------------------|--------------|-----|------------|-----|-----------------------|-------------------------|--------------------------------------|
| | # | FTE | # | FTE | | | |
| Teachers-SS | 4 | .05 | | | 100% | 0% | MJUSD |
| Program Supervisor-SS | 1 | .06 | | | 100% | 0% | MJUSD |
| Teacher STEM | 1 | .01 | | | 100% | 0% | MJUSD |
| Classroom Aides | | | 8 | N/A | 100% | 0% | MJUSD |
| Custodian | | | 1 | .03 | 100% | 0% | MJUSD |
| Bus Driver | | | 1 | .04 | 100% | 0% | MJUSD |
| Clerk II | | | 1 | .10 | 100% | 0% | MJUSD |
| Campus Supervisor STEM | | | 1 | N/A | 100% | 0% | MJUSD |

Professional Development

| Need | Title | Description | Dates | Expected Outcomes |
|--------------------------|----------------------------------|----------------|-------|-----------------------------------|
| Professional Development | Teacher Professional Development | 1 day training | TBA | PD will be provided through BCOE. |

PART 7: PARENT COMMUNICATION:

Describe plans to communicate with parents to support this intervention: orientation, graduation, home visits, daily phone calls for attendance, etc.

Parents will be contacted by BCOE throughout the school year through phone calls and newsletters.

Describe Other Support Services Plans (transportation, etc.)

Migrant Education 2016-17 PROPOSED SERVICE

(Check one) ☐ Regular School Year ☒ Summer School

Please identify all costs related to the proposed service. For each line item, use the Standardized Account Code Structure (SACS) object codes. *(Insert additional rows as needed.)*

| Object Code | Description | Amount Service | Amount Admin | Total Projected Amount | Actual Amount |
|-------------|---|----------------|--------------|------------------------|---------------|
| 1100 | Teachers | | | | |
| | 4 Teachers @ \$53.00/hr. x 5 Hours X 13 Days | \$13,780 | | \$13,780 | |
| | 1 Teacher @ \$53.00/hr. x 6 Hours x 14 Days | \$4,452 | | \$4,452 | |
| | STEM Bootcamp-1 Teacher @ \$53/hr. x 5 Hours x 4 Days | \$1,060 | | \$1,060 | |
| 1200 | Pupil Support Services | | | | |
| 1300 | Supervisor/Administrators | | | | |
| 1900 | Other Certificated Salaries | | | | |
| 2100 | Instructional Aides | | | | |
| | 8 Classroom Aides @ \$13.00/hr. x 4 hrs./day x 12 days. | \$4,992 | | \$4,992 | |
| 2200 | Support Services Salaries | | | | |
| 2300 | Supervisor/Administrators | | | | |
| 2400 | Clerical, Technical, Office Staff | | | | |
| 2900 | Other Classified Salaries | | | | |
| | 1 Custodian @ \$22/hr. X 6 Hours X 12 Days | | \$1,584 | \$1,584 | |
| | 1 Bus Driver @ \$36/hr. X 5hrs/day X 12 Days | \$2,160 | | \$2,160 | |
| | 1 Clerk II @ \$20.00/hr. x 7 hrs./day x 22 Days | | \$3,080 | \$3,080 | |
| | 1 Campus Supervisor @ | \$1,200 | | \$1,200 | |

Section IV

| | | | | | |
|-----------|---|---------|-------|---------|--|
| | \$20/hr. x 5 hours/day x 12 days. | | | | |
| | ELD Bootcamp-1 Campus Supervisor @ \$20/hr. x 5 hours/day x 4 days | \$400 | | \$400 | |
| 3000-3900 | Employee Benefits | | | | |
| | 4 Teachers @ \$ 13,780 x .16 | \$2,205 | | \$2,205 | |
| | 1 Teacher @ \$ 4,452 x .16 | \$712 | | \$712 | |
| | 8 Classroom Aides @ \$4,992 x .26 | \$1,298 | | \$1,298 | |
| | 1 Custodian @ \$1,584 x .26 | | \$412 | \$412 | |
| | 1 Bus Driver @ \$ 2,160 x .26 | \$562 | | \$562 | |
| | 1 Clerk II @ \$3,080 x .26 | | \$801 | \$801 | |
| | 1 Campus Supervisor @ \$1,200 x .26 | \$312 | | \$312 | |
| | ELD Bootcamp-1 Teacher @ \$1,060 x .15 | \$159 | | \$159 | |
| | ELD Bootcamp-1 Campus Supervisor @ \$400 x .25 | \$100 | | \$100 | |
| 4100 | Textbooks Curricula Materials | | | | |
| | | | | | |
| 4200 | Books & Reference Materials | | | | |
| | Classroom Instructional Materials-STEM Kits-5 kits @\$695 | \$3,475 | | \$3,475 | |
| | Instructional Materials - Math Program kits - 5 kits @ 410 | \$2,050 | | \$2,050 | |
| | Instructional Materials - English Language Arts kits-5 kits @ 410 | \$2,050 | | \$2,050 | |
| | Instructional Materials - Athletic Equipment @ 5 classes x \$150 | \$750 | | \$750 | |
| | ELD Bootcamp-Classroom Instructional Materials-Coding-25 students x 300 | \$7,500 | | \$7,500 | |

10

| | | | | | |
|------|---|---------|---------|---------|--|
| 4300 | Materials & Supplies | | | | |
| | Custodial Supplies @ \$45.45 X 12 Days. | \$545 | | \$545 | |
| | Paper - 5 Cases @ \$35.00 | \$175 | | \$175 | |
| | Print Cartridges for classroom @ 10 x \$200 | \$2,000 | | \$2,000 | |
| | Staff Room Copies 50,000 @ .0052 | \$260 | | \$260 | |
| | Classroom Instructional Materials-pencils, crayons, paper, etc. @ 5 classes x \$300. | \$1,500 | | \$1,500 | |
| 4400 | Non Capitalized Equipment | | | | |
| | | | | | |
| 4700 | Food | | | | |
| | | | | | |
| 5000 | Transportation/Mileage | | | | |
| | Cost per mile at J-1 rate 100 miles X 12 Days @ \$2.00 | \$2,400 | | \$2,400 | |
| | | | | | |
| 5100 | Sub-agreements for Services | | | | |
| | | | | | |
| 5200 | Travel & Conferences | | | | |
| | | | | | |
| 5300 | Dues & Memberships | | | | |
| | | | | | |
| 5400 | Insurance | | | | |
| | | | | | |
| 5500 | Operations & Housekeeping | | | | |
| | Energy surcharge: 5 classrooms X 13 Days X 6 Hours/day @ \$10 - \$12.00 | | \$4,680 | \$4,680 | |
| | ELD Bootcamp-1 classrooms X 4 Days X 5 Hours @ estimated \$10 - \$11.00 | | \$220 | \$220 | |
| 5600 | Rentals, Leases, Repairs & Noncap Improvements | | | | |
| | | | | | |
| 5700 | Transfers of Direct Costs | | | | |
| | | | | | |
| 5800 | Prof/Cons/Serv & Operating Expenses | | | | |

| | | | | | |
|--------------------------------|---|---------|--|----------|--|
| | STEM Coast to Coast Soccer 2.5 hrs. /day x 12 days x \$85 / hr. | \$2,550 | | \$2,550 | |
| 5900 | Communications | | | | |
| | | | | | |
| TOTAL PROPOSED EXPENSES | | | | \$69,424 | |
| 7000 | INDIRECT COST | .077 | | \$ 5,345 | |
| TOTAL COST OF PROPOSED SERVICE | | | | \$74,769 | |

When project ends, complete the blue-shaded areas to evaluate the objective:

1. The outputs – did we implement the program as planned?
2. The outcomes - what did students gain from the program's outputs?

Complete and submit the final document 2 weeks after project end-date.

Certification of Local Educational Agency

I certify that (1) the costs reported are in accordance with federal and state laws and regulations and (2) the costs are aligned to the Migrant Education Program Fiscal Handbook 2015.

ASSURANCES

<http://www.cde.ca.gov/fg/fo/fm/generalassur2015.asp>

The assurances must be signed by both Region and District Administrators.

2016–17 Legal Assurances and Certifications for Local Educational Agencies

California Department of Education Migrant Education Program

The operating agency, by signature of its authorized representative on the **signature** page of this document, hereby assures the California Department of Education that the Local Educational Agency (LEA) will adhere to all of the legal assurances contained herein and with all other Federal and State statutory and regulatory requirements for the Migrant Education Program (MEP) referenced in this document.

Required Assurances

General assurances and certifications are required for grant applications submitted to the CDE. The General Assurances and Drug-Free Workplace Certification forms are required for applications for funds. (Note that the signed grant application submitted to the CDE confirms a commitment to comply with the general assurances.) Applicants must download the certifications and submit the signed forms with their applications.

- General Assurances form: <http://www.cde.ca.gov/fg/fo/fm/generalassur2013.asp> (no signature required)
- Drug Free Workplace form: <http://www.cde.ca.gov/fg/fo/fm/drug.asp> (signature required)
- Lobbying Certification form: <http://www.cde.ca.gov/fg/fo/fm/lobby.asp> (signature required)
- Lobbying Disclosure form: <http://www.cde.ca.gov/fg/fo/fm/sflll.asp> (signature required if applicable)

Migrant Assurances

Use of Funds

1. Funds for Migrant Education Program (MEP) will be used only:
 - a. For programs and projects, including the acquisition of equipment in accordance with 20 United States Code (USC) sections 6396(b) and 6394[c][1][A]
 - b. To coordinate such programs and projects within the State and other states, as well as with Federal programs that can benefit migratory children and their families. (20 USC 6394[c][1][B])
2. Programs and projects funded for MEP will be carried out in a manner consistent with the objectives of Section 6314, subsections (b) and (d) of Section 6315, subsections (b) and (c) of Section 6321, and subsections (b) and (c) of Section 6321 of 20 USC, and Part F of 20 USC, Chapter 70, Subchapter 1. (20 USC 6394 [c][2])

Program Purpose

3. Use of MEP funds:

- a. Support high-quality and comprehensive educational programs for migrant children to help reduce the educational disruptions and other problems that result from repeated moves

14

- b. Ensure that migrant children who move among the State are not penalized in any manner by disparities among the States in curriculum, graduation requirements, and State academic content and student academic achievement standards
- c. Ensure that migrant children are provided with appropriate educational services (including supportive services) that address their special needs in a coordinated and efficient manner
- d. Ensure that migrant children receive full and appropriate opportunities to meet the same challenging State academic content and student academic achievement standards that all children are expected to meet
- e. Design programs to help migrant children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit their ability to do well in school, and to prepare them to make a successful transition to postsecondary education or employment
- f. Ensure that migrant children benefit from State and local systemic reforms.

Authorized Activities

- 4. MEP funds shall be used, first, to meet the identified needs of migratory children that:
 - a. Result from the effects of their migratory lifestyle, or are needed to permit migratory children to participate effectively in school
 - b. Are not addressed by services provided under other programs under Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311
- 5. Migrant children who are eligible to receive services pursuant to Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311
- 6. A school that receives MEP funds shall continue to address the identified needs described in 4, above. (20 USC 6396[b][3])

Program Planning, Operation, and Evaluation

- 7. The LEA will ensure that:
 - a. In the planning and operation of programs and projects, there is appropriate consultation with parent advisory councils for programs of one school year in duration, and
 - b. All such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under 20 USC 6318, and
 - c. Programs and projects are carried out in a format and language understandable to the parents. (20 USC 6394[c][3]).
 - d. The LEA will make available to the Migrant Education Program all student academic assessment, immunization, and other health information data for the purpose related to student assessment, program services planning, and the transfer of student records. (20 USC Section 6398[b][2])

- e. The transfer of school records without parental consent is permitted if the local educational agency transfers the records to other school officials within the agency (whom the agency has determined to have legitimate educational interest) or to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll. (See 34 Code of Federal Regulations [CFR] 99.31) This exception applies only if the local operating agency notifies parents annually of this policy. (34 CFR 99.34). In addition, the notification of this exception is recorded via parent/guardian signature on the Certificate of Eligibility (COE) form
- f. The availability of funds from other federal, state, and local programs must be taken into account. (20 USC 6394(b)[5])
- 8. In planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children (20 USC 6394[c][4])
- 9. The effectiveness of such programs and projects will be determined, where feasible, using the same approaches and standards that will be used to assess the performance of students, schools, and local educational agencies under Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311 et seq. (20 USC 6394[c][5]).
- 10. Such programs and projects will provide for:
 - a. Advocacy and outreach activities for migratory children and their families, including informing such children and families of, or helping such children and their families gain access to, other education, health, nutrition and social services,
 - b. Professional development programs, including mentoring, for teachers and other program personnel,
 - c. Family literacy programs, including such programs that use models developed under Even Start,
 - d. The interaction of information technology into educational and related programs, and
 - e. Programs that facilitate the transition of secondary school students to postsecondary education or employment. (20 USC 6394[c][6]).
- 11. It will assist the SEA in identifying, and recruiting eligible children, and will provide its local Migrant Education Region and the SEA with eligibility and needs assessment information, by which the SEA can complete its reporting and subgranting activities. (20 USC 6394[c][7]). The LEA will implement a program to monitor the eligibility requirements of children and youths enrolled in the Migrant Education Program. (EC 54444.1 [d]). Will establish and implement a system of quality controls for the proper identification and recruitment of eligible migratory children. (34 CFR 200.89[c]).

Priority for Services

- 12. LEAs shall give priority to migratory children who are failing, or most at risk of failing, to meet the State's challenging State content standards and challenging State student performance standards, and whose education has been interrupted during the regular school year. (20 USC 6394[d]).

Continuation of Services

13. Notwithstanding any other provision of 20 USC 6394,

- a. A child who ceases to be a migratory child during a school term shall be eligible for services until the end of such term,
- b. A child who is no longer a migratory child may continue to receive services for one additional school year, but only if comparable services are not available through other programs, and
- c. Secondary school students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394[e])

Schoolwide Programs

14. Before the school chooses to consolidate in its Schoolwide program funds received under part C of Title I of the ESEA, the school must:

- a. Use these funds, in consultation with parents of migratory children or organizations representing those parents, or both, first to meet the unique educational needs of migratory students that result from the effects of their migratory lifestyle, and those other needs that are necessary to permit these students to participate effectively in school, as identified through the comprehensive Statewide needs assessment under 34 CFR 200.83, and
- b. Document that these needs have been met. (34 CFR 200.29[c][1])

15. Funds available under Part C of Title 20 may be used in a Schoolwide program subject to the requirements of 34 CFR 200.29[c][1].

Unique MEP Functions

16. LEAs are to assist in the conduct of any and all of the following activities as deemed necessary by the State:

- a. Statewide identification and recruitment of eligible migratory children,
- b. Interstate and intrastate coordination of the State MEP and its local projects with other relevant programs local projects in the State and in other States,
- c. Procedures for providing for educational continuity for migratory children through the timely transfer of educational and health records, beyond that required generally by State and local agencies,
- d. Collecting and using information for accurate distribution of subgrant funds,
- e. Development of a statewide needs assessment and a comprehensive State plan for MEP service delivery,
- f. Supervision of instructional and support staff,

- g. Establishment and implementation of a State parent advisory council, and
- h. Conducting an evaluation of the effectiveness of the State MEP. (34 CFR 200.82)

MEP Assessment and Evaluation

- 17. The LEA shall determine the effectiveness of its program and projects in providing migratory children with the opportunity to meet the same challenging State content and performance standards. (20 USC 6394 and 34 CFR 200.83[a])
- 18. Evaluations of program and project effectiveness shall, wherever feasible, use the same high-quality yearly student assessments or transitional assessments that the State establishes for use in meeting the requirements of 34 CFR Section 200.2. (20 USC 6394)
- 19. In a project where it is not feasible to use the same student assessments that are being used to meet the requirements of 34 CFR Section 200.2, the operating agency must carry out some other reasonable process or processes for examining the effectiveness of the project. (20 USC 6394 and 34 CFR 200.84)
- 20. Operating agencies shall use the results of the assessments carried out under 34 CFR Section 200.84 to improve the services provided to migratory children. (20 USC 6396 and 34 CFR 200.85)

Migratory Children in Private Schools

- 21. Operating agencies must conduct Migrant programs and projects in a manner consistent with the basic requirements of section 9501 of the ESEA. (2 CFR 200.87).

Audits and Fiscal Procedures/Cash Management

- 23. Operating agencies agree to maintain fiscal and programmatic records and use fiscal control and operating procedures in accordance with state and federal laws and regulations including those found in Section 435 (b)(2) and (5) of General Education Provisions Act (GEPA) and 2 CFR 200.302, 200.327, 200.328).
- 24. Operating agencies agree to comply with the audit requirements of 34 CFR 76.910 and the cost principles in Subpart E of 2 CFR Part 200 and the audit requirements in Subpart F of 2 CFR Part 200. As required in 2 CFR 200.305, LEA's must demonstrate the ability to minimize the time elapsing between the receipt and disbursement of migrant funds (Cash Management). LEA's must promptly pay the federal agency any interest greater than \$500 per year that they earned on the cash advances. LEA's must minimize the time between the receipt and disbursement of the federal migrant funds. (2 CFR 200.305(b))
- 25. Operating agencies agree to repay the California Department of Education any amounts of Title I funds determined to be expended for non-approvable purposes or in violation of federal or state laws and regulations in accordance with GEPA procedures in 20 USC 1231b-2. (2 CFR 200.338)
- 26. Operating agencies agree to cooperate with the Inspector General and his/her representatives in the conduct of audits authorized by the Inspector General Act of 1978. Cooperation shall include providing access to records and personnel for the purpose of obtaining clarifications, explanations, and other related information. (2 CFR 200.333-337, and 200.344)

27. Operating agencies agree to expend MEP funds solely on the basis of activities and functions described in regional applications and district service agreements approved by the California Department of Education.
28. Operating agencies agree to keep fiscal records and make fiscal accounting reports for the MEP using forms and procedures developed by the California Department of Education.

Comparability

29. The local educational agencies (LEAs) may receive funds under Title I Comparability, 20 USC 6321(c), only if State and local funds will be used in participating schools to provide services that, taken as a whole, are at least comparable to services that the LEA is providing in schools not receiving Title I, Part A or Migrant Education Program funds. A LEA may determine comparability on a district wide basis or on a grade span basis if the LEA files with the state educational agency (SEA) a written assurance that it has established and implemented:
 - a. A LEA-wide salary schedule
 - b. A policy to ensure equivalence among schools in teachers, administrators, and other staff
 - c. A policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. (20 U.S.C. 6321[c])
30. The LEA may also use other measures to determine comparability such as comparing the average number of students per instructional staff or the average staff salary per student in each school receiving Title I, Part A or MEP funds with those in schools that do not receive Title I, Part A or MEP funds. If all the schools are served by Title I, Part A or MEP, a LEA must use state and local funds to provide services that, taken as a whole, are substantially comparable in each school. (20 U.S.C. 6321[c])
31. The LEA may exclude schools with fewer than 100 students from its comparability determinations. The comparability requirements do not apply to an LEA that has only one school for each grade span. (20 U.S.C. 6321[c])
32. The LEA has developed procedures for complying with comparability requirements and must maintain records that are updated biennially documenting compliance with those requirements. (20 U.S.C. Section 6321[c])
33. The LEA is required by federal regulations to develop procedures and maintain records that are updated biennially to document compliance with requirements in Section 6321(c).

34. Annual documentation of implementation should include, but not limited to, calculations, a process or procedure that demonstrates how staff were distributed or assigned
35. The LEA's Failure to comply with the requirements may result in the loss of Title I funds and/or Migrant Education funds.

Migrant State Assurances

Operation of Regional Offices

1. The regional offices of the MEP agree to render services and/or reimburse school districts for services approved in district service agreements in accordance with state and federal laws and administrative directives from the U.S. Department of Education and the California Department of Education (*EC 54444* and *54444.1*)
2. Each regional office is responsible for, but not limited to, the provision of the following services:
 - a. Funding to districts operating under service agreements
 - b. Technical assistance to districts operating under service agreements
 - c. Interagency coordination to improve services available to eligible migrant children and their families
 - d. Training for the parents and members of district, regional, and school parent advisory councils
 - e. Professional development services for migrant education staff at the school and district levels
 - f. Direct services to migrant children and their families pursuant to district service agreements. (*EC 54444.4[c]*)

Sub Grantee

3. It is agreed that "Operating agency" means a local educational agency operating under a sub grant of state migrant education funding pursuant to a special arrangement with the department to directly implement the State's migrant education program or projects (A regional office is a local education agency to which the State Education Agency [SEA] makes a sub grant under this part.) (*EC 54441[e]* and *20 USC 6399[1]*)
4. The operating agency will review and recommend, in coordination with the SEA, the approval of the District Service Agreements. The operating agency's review process will be in accordance with SEA procedures to identify and address the unique needs of Migrant children and their families. (*EC 54444 [a]* and *54444.1[a][d][e]*)
5. The SEA will review and recommend approval of the operating agency Regional (Direct Funded) Application. The operating agency's review process will be in accordance with SEA procedures (*EC 54444.1[a][d][e]*)

Service Priorities

6. LEAs agree to establish service priorities for migrant children as established in state and federal laws, the U.S. Department of Education, and the California department of Education (EC 54444 and 54444.1)

Summer School Services

7. Operating agencies agree to conduct summer school programs for eligible migrant students according to the provisions contained in this chapter. (EC 54444.3[a])

Articulation and Coordination

8. Operating agencies agree to operate programs and services for migrant children and their families, which are articulated and coordinated with existing resources from school districts and other state and federal programs. (EC 54443.1[c][10])
9. Operating agencies will solicit and make provisions for the active participation of the parents and guardians of eligible migrant students, including but not limited to, review and comment on the annual program application by the members of the appropriate advisory councils (EC 54444.2)

Staff Development and Support

10. Operating agencies agree to provide adequate professional support to staff serving migrant children and their families. Support must include, but is not limited to, training opportunities, materials, counseling, program review, and leadership. (EC 54444.4[b][3])
11. Operating agencies agree to develop and submit to the California Department of Education, professional development plans which address the needs of staff that serve migrant children and their families (EC 54444.1[e])

Parent Advisory Councils (PACs)

12. Operating agencies agree to establish and operate parent advisory councils in accordance with federal and state laws and regulations, such that:
 - a. The membership of each regional parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant children.
 - b. Membership shall be elected by the parents of migrant children currently enrolled in the operating agencies programs.
 - c. The composition of the council shall be determined by the migrant parents at a general meeting to which all parents of migrant children currently enrolled in the program shall be invited.
 - d. Parents shall be informed, in a language they understand, that the parents have the sole authority to decide on the composition of the council.
 - e. All parent candidates for the council shall be nominated by migrant parents.

- f. All community candidates shall be nominated by the migrant parents.
- g. All non-parent candidates shall be nominated by the groups they represent (i.e., teachers by teachers, administrators by administrators, other school personnel by other school personnel, and pupils by pupils.
- h. Each parent advisory council shall hold meetings on a regular basis during the operation of the regular program, but not less than six times during the year.
- i. At least two-thirds of the members of each parent advisory council shall be the parents of migrant children. (EC 54444.1[d] and 54444.2)

13. All other responsibilities required under other state and federal laws and regulations. (EC 54444.1 and 54444.4) Sec. 1304[c][3][A][B] NCLB)

Direct Funded Districts

- 14. A biennial vote (every other year) by the parent advisory council (PAC) of a directly funded district, to approve the participation of that district in the directly funded program, including the approval of a majority of the members who are the parents of migrant children. (EC 54444.1[c])
- 15. Operating agencies agree to provide each member of an appropriate advisory council, upon request, with a copy of all applicable state and federal laws, regulations, guidelines, audit reports, monitoring reports, and evaluation reports. (EC 54444.2[a][3])
- 16. Operating agencies agree to offer training programs to members of appropriate advisory councils to enable them to carry out their responsibilities. Training programs shall be developed in consultation with the members and include as appropriate, materials and sessions in a language understandable to each member. (EC 54444.2[a][4] and 54444.4[c][4])
- 17. Operating agencies agree to provide information regarding the MEP to parents and guardians of migrant children. (EC 5444.4 [b][2])

Evaluation Reports

- 18. Operating agencies agree to submit evaluation reports, including information on pupil progress, overall program effectiveness, and quality control as required by state and federal laws and U.S. Department of Education directives (EC 54443.1[g])

Fiscal Procedures

- 19. Operating agencies agree to adhere to fiscal procedures and submit fiscal reports as required by the California Department of Education (EC 54444.1[A][5])

Name of Applicant: Marysville Joint Unified School District
 Region/District: Region 2/ Marysville Joint Unified School District
 Printed Name of Authorized Representative: Gay S. Todd
 Signature: _____ Date: _____

Drug Free Workplace

Certification regarding state and federal drug-free workplace requirements.

Note: Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

Marysville Joint Unified School District

Check ☐ if there are workplaces on file that are not identified here.

Grantees Who Are Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

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

Name of Applicant: Marysville Joint Unified School District

Name of Program: Migrant Education

Printed Name and Title of Authorized Representative: Gay S. Todd

Signature: _____ Date: _____

CDE-100DF (May-2007) - California Department of Education

Questions: Funding Master Plan | fmp@cde.ca.gov | 916-322-5285

Last Reviewed: Friday, January 15, 2016

TEMPLATE

California Department of Education

January 2016

2016–17 MIGRANT EDUCATION REGION 2 MOU

Districts that have an enrollment of fewer than 200 migrant students or an allocation of less than \$25,000 have the option of completing this Memorandum of Understanding.

District Name: _____ **Marysville Joint Unified School District** _____

District Contact: _____ **Gay Todd, Ed.D.** _____

CONTENTS

- ☐ Section I: MOU/Signature Page
- ☐ Section II: District Demographic Profile (number of migrant/non-migrant students)
- ☐ Section III: District Migrant Parent Advisory Council Membership Roster
- ☐ Section IV: Memorandum of Understanding Service Planning/Evaluation
- ☐ Section V: Assurances (link)

26

Business Services Department
Approval: Ph
Date: 8/12/16

SECTION I

MIGRANT EDUCATION – REGION 2
1870 Bird St.
Oroville, CA 95965
(530) 532-5749

DISTRICT MEMORANDUM OF UNDERSTANDING
Between
Migrant Education, Region 2
And
Marysville Joint Unified School District

This agreement is between Migrant Education Region 2, hereinafter referred to as the region and Marysville Joint Unified School District, herein after referred to as the district.

The period covered by this agreement shall be from July 1, 2016 to June 2, 2017. There are currently 161 migrant students in the district as indicated in the attached District/Demographic Profile.

Based on the needs of its Migrant students, the district agrees to provide supplemental service(s) as identified in SECTION IV.

The following staff for the Region will deliver the following services:

Instructional Programs Specialist - Matthew Johnson
Intervention Specialist - Jesus Rodriguez
Family Support Paraprofessional - Martin Gonzalez
Identification and Recruitment Specialist – Juan Manuel Garcia
Recruiter – Uriel Ramirez-Torres
Mini-Corps Tutors

The following staff for the District will deliver the following services:

Regular School Year:
1 Family Liaison
1 Childcare Aide

The Region certifies that the Migrant Education District Parent Advisory Council has participated in the development of the Migrant Education program as described. A minimum of six (6) meetings a year will be convened to comply with statutory requirements and provide identified parent training needs.

The District identifies and addresses the needs of migrant children in coordination with other categorical programs. The District will list the services to Migrant students in the LEA plan and in the Single Plan for Student Achievement.

In witness whereof, the following parties have executed this agreement:

Sam Clayton
Region Director

District Administrator

7-27-16
Date

Date

DISTRICT DEMOGRAPHIC PROFILE

| District: (insert name of district) | | | | | | | | | | | | | |
|--|----------|----|---|----|----|---|----|----|---|----|----|----|-------------|
| Number of Migrant Students Enrolled at Each Grade Level in the District. | | | | | | | | | | | | | |
| | Pre K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 Total |
| PFS | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 5 |
| Migrant | 19 | 13 | 9 | 17 | 12 | 6 | 13 | 12 | 8 | 13 | 8 | 9 | 8 |
| All* | 19 | 13 | 9 | 17 | 12 | 8 | 13 | 13 | 9 | 13 | 8 | 10 | 161 |

*All includes PFS and Migrant students.

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

DISTRICT MIGRANT PARENT ADVISORY COUNCIL

30

MIGRANT EDUCATION PROGRAM REGION 2 2016-17

Memorandum of Understanding Academic Service Planning/Evaluation

DISTRICT NAME: Marysville Joint Unified School District

PROPOSED PROJECT COST: \$ 8,669

PROPOSED AREA OF SERVICE:

| | | | | | | | | | |
|-------------------------|--------------------------|------------------------------|-------------------------------------|---------------------------|-------------------------------------|-------------------------------|--------------------------|--------------------------------|-------------------------------------|
| School Readiness | <input type="checkbox"/> | English Language Arts | <input checked="" type="checkbox"/> | Mathematics | <input checked="" type="checkbox"/> | High School Graduation | <input type="checkbox"/> | Parent Advisory Council | <input checked="" type="checkbox"/> |
| OSY | <input type="checkbox"/> | Health | <input type="checkbox"/> | Parent Involvement | <input type="checkbox"/> | I&R | <input type="checkbox"/> | | <input type="checkbox"/> |

| Description of Proposed Service | |
|---|---|
| Name of Service: | Family Support and PAC services. |
| The Need (Include data & how service is supplemental to core program): | According to the Test results of the CAASPP, 2015, 92% of the Migrant students in 6 th grade did not meet standards in English language proficiency, and 93% did not meet standards in mathematics. |
| How (describe the academic focus, the service and the strategies): | The Family Support Paraprofessional provides supplemental academic and support services and advocacy for migrant students in collaboration with parents, schools and community agencies. The PAC is an MEP requirement. |
| School Year or Summer School Service: | (Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School |
| If School Year Service, when: | (Check one) <input type="checkbox"/> Before School <input checked="" type="checkbox"/> After School <input type="checkbox"/> Saturday |

PART 1: PARTICIPANTS TO BE SERVED:

| Grade | # Enrolled | Projected # Participants | | | Actual # Participants | | |
|---------------|------------|--------------------------|-----------|-------|-----------------------|---------|-------|
| | | # PFS | # Non-PFS | TOTAL | PFS | Non-PFS | TOTAL |
| 1 | | 0 | 9 | 9 | | | |
| 2 | | 0 | 17 | 17 | | | |
| 3 | | 0 | 12 | 12 | | | |
| 4 | | 2 | 6 | 8 | | | |
| 5 | | 0 | 13 | 13 | | | |
| 6 | | 0 | 13 | 13 | | | |
| TOTALS | | 2 | 72 | 72 | | | |

PART 2: LOCATION, DATES, TIME OF DELIVERY

| Minutes per Day | Days per Week | # of Weeks | Total Instructional Hours | Actual Total Instructional Hrs. |
|----------------------------|-----------------|------------|---------------------------|---------------------------------|
| N/A | | | | |
| Start Date | End Date | | | |
| Location of Service | | | | |

PART 3: RESEARCH BASED CURRICULUM:

| Grade Level Cluster | Curriculum | Research Based? |
|---------------------|------------|-----------------|
| N/A | | |

PART 4: METHOD OF INSTRUCTION:

| <i>Instructional Strategies to be Used</i> |
|--|
| |

PART 5: EXPECTED OUTCOMES (learning that will occur due to implementation of this program):

| Local Quantitative Measures | Targeted Outcome | | % Projected Participants to Reach Targeted Outcome | | Actual % that reached targeted outcome | | Target Met, Not Met, Partially Met? | | Why Not/Comments: |
|-----------------------------|--|-----------|--|-----------|--|-----------|-------------------------------------|-----------|-------------------|
| | PF S | Other MEP | PF S | Other MEP | PF S | Other MEP | PF S | Other MEP | |
| | | | | | | | | | |
| | | | | | | | | | |
| Local Qualitative Measures | Description of Projected Measures | | | | | | Comments on Results | | |
| Interview and Focus Groups: | Collaboration meetings between Migrant Education Intervention Programs Specialist, Family Support Paraprofessional, and Family Liaison | | | | | | | | |
| Surveys: | Parent Surveys from PAC meetings identify service needs. | | | | | | | | |
| Observations: | Instructional Program Specialist. | | | | | | | | |

PART 6: PERSONNEL:

| <i>Staffing</i> | | | | | | | |
|-----------------|--------------|-----|------------|-----|-----------------------|-------------------------|--------------------------------------|
| Title | Certificated | | Classified | | Percent Funded by DSA | Percent Funded by Other | Name of Other Program Funding Source |
| | # | FTE | # | FTE | | | |
| Family Liaison | | | 1 | .06 | 100% | 0% | BCOE |
| Childcare Aide | | | 1 | .01 | 100% | 0% | BCOE |

| <i>Professional Development</i> | | | | |
|---|----------------|-------------------|-----------|--|
| Need | Title | Description | Dates | Expected Outcomes |
| PAC guidance, Roberts Rules of Order, Election of Officers, Parent Survey, etc. | PAC in-service | Two hour training | 8/23/2016 | PAC's will be conducted according to CDE guidelines. |

PART 7: PARENT COMMUNICATION:

Describe plans to communicate with parents to support this intervention: orientation, graduation, home visits, daily phone calls for attendance, etc.

This MOU included provisions for the BCOE to hire personnel responsible for conducting PAC meetings throughout the 2016/17 school year. Based on available personnel, positions of Family Liaison and Childcare Aide included in this document may be filled by MJUSD personnel.

Describe Other Support Services Plans (transportation, etc.)

**Migrant Education
2016-17 PROPOSED SERVICE**

(Check one) ☒ Regular School Year ☐ Summer School

Please identify all costs related to the proposed service. For each line item, use the Standardized Account Code Structure (SACS) object codes. *(Insert additional rows as needed.)*

| Object Code | Description | Amount Service | Amount Admin | Total Projected Amount | Actual Amount |
|-------------|---|----------------|--------------|------------------------|---------------|
| 1100 | Teachers | | | | |
| | | | | | |
| 1200 | Pupil Support Services | | | | |
| | | | | | |
| 1300 | Supervisor/Administrators | | | | |
| | | | | | |
| 1900 | Other Certificated Salaries | | | | |
| | | | | | |
| 2100 | Instructional Aides | | | | |
| | | | | | |
| 2200 | Support Services Salaries | | | | |
| | | | | | |
| 2300 | Supervisor/Administrators | | | | |
| | | | | | |
| 2400 | Clerical, Technical, Office Staff | | | | |
| | | | | | |
| 2900 | Other Classified Salaries | | | | |
| | 1 Family Liaison @ \$20/hr. x 16 hrs. /mtg. x 6 meetings. | | 1,920 | 1,920 | |

Section IV

| | | | | | |
|---------------|--|--|--------|--------|--|
| | BCOE | | | | |
| | 1 Family Liaison @ \$10/hr. x 16 hrs. /mtg. x 6 meetings. (Time-and –one-half provision, if position can only be filled by full-time employee working overtime.) BCOE | | \$ 960 | \$ 960 | |
| | 1 Childcare Aide @ \$12/hr. x 2.5 hrs. x 6 meetings. BCOE | | \$ 180 | \$ 180 | |
| 3000- 3900 | Employee Benefits | | | | |
| | Benefits - Family Liaison @ \$1,920 x .25 BCOE | | \$480 | \$480 | |
| | Benefits - Family Liaison (+.5) @ \$960 x .25 BCOE | | \$240 | \$240 | |
| | Benefits - Childcare Aide @ 180 x .25 BCOE | | \$45 | \$45 | |
| 4100 | Textbooks Curricula Materials | | | | |
| | | | | | |
| 4200 | Books & Reference Materials | | | | |
| | | | | | |
| 4300 | Materials & Supplies | | | | |
| | Paper, pens, plates, napkins- PAC | | \$ 450 | \$ 450 | |
| | Nutritious Participant Meals- PAC | | \$ 408 | \$ 408 | |
| 4400 | Non Capitalized Equipment | | | | |
| | | | | | |
| 4700 | Food | | | | |
| | | | | | |
| 5100 | Sub-agreements for Services | | | | |
| | | | | | |
| 5200 | Travel & Conferences | | | | |
| | | | | | |
| 5300 | Dues & Memberships | | | | |
| | | | | | |
| 5400 | Insurance | | | | |
| | | | | | |
| 5500 | Operations & Housekeeping | | | | |

| | | | | | |
|--------------------------------|--|------|----------|----------|--|
| | Energy Surcharge-FSP 108 days X 3 hours X \$10.00 | | \$ 3,234 | \$ 3,234 | |
| | Energy Surcharge-PAC 1 room X 6 days x 2 hours x \$11.00/hr. | | \$ 132 | \$ 132 | |
| 5600 | Rentals, Leases, Repairs & Noncap Improvements | | | | |
| | | | | | |
| 5700 | Transfers of Direct Costs | | | | |
| | | | | | |
| 5800 | Prof/Cons/Serv & Operating Expenses | | | | |
| | | | | | |
| 5900 | Communications | | | | |
| | | | | | |
| TOTAL PROPOSED EXPENSES | | | | \$ 8,049 | |
| 7000 | INDIRECT COST | .077 | | \$ 620 | |
| TOTAL COST OF PROPOSED SERVICE | | | | \$ 8,669 | |

When project ends, complete the blue-shaded areas to evaluate the objective:

1. The outputs – did we implement the program as planned?
2. The outcomes - what did students gain from the program's outputs?

Complete and submit the final document 2 weeks after project end-date.

Certification of Local Educational Agency

I certify that (1) the costs reported are in accordance with federal and state laws and regulations and (2) the costs are aligned to the Migrant Education Program Fiscal Handbook 2015.

ASSURANCES

<http://www.cde.ca.gov/fg/fo/fm/generalassur2015.asp>

The assurances must be signed by both Region and District Administrators.

2016–17 Legal Assurances and Certifications for Local Educational Agencies

California Department of Education Migrant Education Program

The operating agency, by signature of its authorized representative on the **signature** page of this document, hereby assures the California Department of Education that the Local Educational Agency (LEA) will adhere to all of the legal assurances contained herein and with all other Federal and State statutory and regulatory requirements for the Migrant Education Program (MEP) referenced in this document.

Required Assurances

General assurances and certifications are required for grant applications submitted to the CDE. The General Assurances and Drug-Free Workplace Certification forms are required for applications for funds. (Note that the signed grant application submitted to the CDE confirms a commitment to comply with the general assurances.) Applicants must download the certifications and submit the signed forms with their applications.

- General Assurances form: <http://www.cde.ca.gov/fg/fo/fm/generalassur2013.asp> (no signature required)
- Drug Free Workplace form: <http://www.cde.ca.gov/fg/fo/fm/drug.asp> (signature required)
- Lobbying Certification form: <http://www.cde.ca.gov/fg/fo/fm/lobby.asp> (signature required)
- Lobbying Disclosure form: <http://www.cde.ca.gov/fg/fo/fm/sflll.asp> (signature required if applicable)

Migrant Assurances

Use of Funds

1. Funds for Migrant Education Program (MEP) will be used only:
 - a. For programs and projects, including the acquisition of equipment in accordance with 20 United States Code (USC) sections 6396(b) and 6394[c][1][A]
 - b. To coordinate such programs and projects within the State and other states, as well as with Federal programs that can benefit migratory children and their families. (20 USC 6394[c][1][B])
2. Programs and projects funded for MEP will be carried out in a manner consistent with the objectives of Section 6314, subsections (b) and (d) of Section 6315, subsections (b) and (c) of Section 6321, and subsections (b) and (c) of Section 6321 of 20 USC, and Part F of 20 USC, Chapter 70, Subchapter 1. (20 USC 6394 [c][2])

Program Purpose

3. Use of MEP funds:
 - a. Support high-quality and comprehensive educational programs for migrant children to help reduce the educational disruptions and other problems that result from repeated moves

- b. Ensure that migrant children who move among the State are not penalized in any manner by disparities among the States in curriculum, graduation requirements, and State academic content and student academic achievement standards
- c. Ensure that migrant children are provided with appropriate educational services (including supportive services) that address their special needs in a coordinated and efficient manner
- d. Ensure that migrant children receive full and appropriate opportunities to meet the same challenging State academic content and student academic achievement standards that all children are expected to meet
- e. Design programs to help migrant children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit their ability to do well in school, and to prepare them to make a successful transition to postsecondary education or employment
- f. Ensure that migrant children benefit from State and local systemic reforms.

Authorized Activities

- 4. MEP funds shall be used, first, to meet the identified needs of migratory children that:
 - a. Result from the effects of their migratory lifestyle, or are needed to permit migratory children to participate effectively in school
 - b. Are not addressed by services provided under other programs under Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311
- 5. Migrant children who are eligible to receive services pursuant to Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311
- 6. A school that receives MEP funds shall continue to address the identified needs described in 4, above. (20 USC 6396[b][3])

Program Planning, Operation, and Evaluation

- 7. The LEA will ensure that:
 - a. In the planning and operation of programs and projects, there is appropriate consultation with parent advisory councils for programs of one school year in duration, and
 - b. All such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under 20 USC 6318, and
 - c. Programs and projects are carried out in a format and language understandable to the parents. (20 USC 6394[c][3]).
 - d. The LEA will make available to the Migrant Education Program all student academic assessment, immunization, and other health information data for the purpose related to student assessment, program services planning, and the transfer of student records. (20 USC Section 6398[b][2])

- e. The transfer of school records without parental consent is permitted if the local educational agency transfers the records to other school officials within the agency (whom the agency has determined to have legitimate educational interest) or to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll. (See 34 Code of Federal Regulations [CFR] 99.31) This exception applies only if the local operating agency notifies parents annually of this policy. (34 CFR 99.34). In addition, the notification of this exception is recorded via parent/guardian signature on the Certificate of Eligibility (COE) form
- f. The availability of funds from other federal, state, and local programs must be taken into account. (20 USC 6394(b)[5])
8. In planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children (20 USC 6394[c][4])
9. The effectiveness of such programs and projects will be determined, where feasible, using the same approaches and standards that will be used to assess the performance of students, schools, and local educational agencies under Improving Basic Programs Operated by Local Educational Agencies, 20 USC 6311 et seq. (20 USC 6394[c][5]).
10. Such programs and projects will provide for:
 - a. Advocacy and outreach activities for migratory children and their families, including informing such children and families of, or helping such children and their families gain access to, other education, health, nutrition and social services,
 - b. Professional development programs, including mentoring, for teachers and other program personnel,
 - c. Family literacy programs, including such programs that use models developed under Even Start,
 - d. The interaction of information technology into educational and related programs, and
 - e. Programs that facilitate the transition of secondary school students to postsecondary education or employment. (20 USC 6394[c][6]).
11. It will assist the SEA in identifying, and recruiting eligible children, and will provide its local Migrant Education Region and the SEA with eligibility and needs assessment information, by which the SEA can complete its reporting and subgranting activities. (20 USC 6394[c][7]). The LEA will implement a program to monitor the eligibility requirements of children and youths enrolled in the Migrant Education Program. (EC 54444.1 [d]). Will establish and implement a system of quality controls for the proper identification and recruitment of eligible migratory children. (34 CFR 200.89[c]).

Priority for Services

12. LEAs shall give priority to migratory children who are failing, or most at risk of failing, to meet the State's challenging State content standards and challenging State student performance standards, and whose education has been interrupted during the regular school year. (20 USC 6394[d]).

Continuation of Services

13. Notwithstanding any other provision of 20 USC 6394,

- a. A child who ceases to be a migratory child during a school term shall be eligible for services until the end of such term,
- b. A child who is no longer a migratory child may continue to receive services for one additional school year, but only if comparable services are not available through other programs, and
- c. Secondary school students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394[e])

Schoolwide Programs

14. Before the school chooses to consolidate in its Schoolwide program funds received under part C of Title I of the ESEA, the school must:

- a. Use these funds, in consultation with parents of migratory children or organizations representing those parents, or both, first to meet the unique educational needs of migratory students that result from the effects of their migratory lifestyle, and those other needs that are necessary to permit these students to participate effectively in school, as identified through the comprehensive Statewide needs assessment under 34 CFR 200.83, and
- b. Document that these needs have been met. (34 CFR 200.29[c][1])

15. Funds available under Part C of Title 20 may be used in a Schoolwide program subject to the requirements of 34 CFR 200.29[c][1].

Unique MEP Functions

16. LEAs are to assist in the conduct of any and all of the following activities as deemed necessary by the State:

- a. Statewide identification and recruitment of eligible migratory children,
- b. Interstate and intrastate coordination of the State MEP and its local projects with other relevant programs local projects in the State and in other States,
- c. Procedures for providing for educational continuity for migratory children through the timely transfer of educational and health records, beyond that required generally by State and local agencies,
- d. Collecting and using information for accurate distribution of subgrant funds,
- e. Development of a statewide needs assessment and a comprehensive State plan for MEP service delivery,
- f. Supervision of instructional and support staff,

- g. Establishment and implementation of a State parent advisory council, and
- h. Conducting an evaluation of the effectiveness of the State MEP. (34 CFR 200.82)

MEP Assessment and Evaluation

- 17. The LEA shall determine the effectiveness of its program and projects in providing migratory children with the opportunity to meet the same challenging State content and performance standards. (20 USC 6394 and 34 CFR 200.83[a])
- 18. Evaluations of program and project effectiveness shall, wherever feasible, use the same high-quality yearly student assessments or transitional assessments that the State establishes for use in meeting the requirements of 34 CFR Section 200.2. (20 USC 6394)
- 19. In a project where it is not feasible to use the same student assessments that are being used to meet the requirements of 34 CFR Section 200.2, the operating agency must carry out some other reasonable process or processes for examining the effectiveness of the project. (20 USC 6394 and 34 CFR 200.84)
- 20. Operating agencies shall use the results of the assessments carried out under 34 CFR Section 200.84 to improve the services provided to migratory children. (20 USC 6396 and 34 CFR 200.85)

Migratory Children in Private Schools

- 21. Operating agencies must conduct Migrant programs and projects in a manner consistent with the basic requirements of section 9501 of the ESEA. (2 CFR 200.87).

Audits and Fiscal Procedures/Cash Management

- 23. Operating agencies agree to maintain fiscal and programmatic records and use fiscal control and operating procedures in accordance with state and federal laws and regulations including those found in Section 435 (b)(2) and (5) of General Education Provisions Act (GEPA) and 2 CFR 200.302, 200.327, 200.328).
- 24. Operating agencies agree to comply with the audit requirements of 34 CFR 76.910 and the cost principles in Subpart E of 2 CFR Part 200 and the audit requirements in Subpart F of 2 CFR Part 200. As required in 2 CFR 200.305, LEA's must demonstrate the ability to minimize the time elapsing between the receipt and disbursement of migrant funds (Cash Management). LEA's must promptly pay the federal agency any interest greater than \$500 per year that they earned on the cash advances. LEA's must minimize the time between the receipt and disbursement of the federal migrant funds. (2 CFR 200.305(b))
- 25. Operating agencies agree to repay the California Department of Education any amounts of Title I funds determined to be expended for non-approvable purposes or in violation of federal or state laws and regulations in accordance with GEPA procedures in 20 USC 1231b-2. (2 CFR 200.338)
- 26. Operating agencies agree to cooperate with the Inspector General and his/her representatives in the conduct of audits authorized by the Inspector General Act of 1978. Cooperation shall include providing access to records and personnel for the purpose of obtaining clarifications, explanations, and other related information. (2 CFR 200.333-337, and 200.344)

27. Operating agencies agree to expend MEP funds solely on the basis of activities and functions described in regional applications and district service agreements approved by the California Department of Education.
28. Operating agencies agree to keep fiscal records and make fiscal accounting reports for the MEP using forms and procedures developed by the California Department of Education.

Comparability

29. The local educational agencies (LEAs) may receive funds under Title I Comparability, 20 USC 6321(c), only if State and local funds will be used in participating schools to provide services that, taken as a whole, are at least comparable to services that the LEA is providing in schools not receiving Title I, Part A or Migrant Education Program funds. A LEA may determine comparability on a district wide basis or on a grade span basis if the LEA files with the state educational agency (SEA) a written assurance that it has established and implemented:
- a. A LEA-wide salary schedule
 - b. A policy to ensure equivalence among schools in teachers, administrators, and other staff
 - c. A policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. (20 U.S.C. 6321[c])
30. The LEA may also use other measures to determine comparability such as comparing the average number of students per instructional staff or the average staff salary per student in each school receiving Title I, Part A or MEP funds with those in schools that do not receive Title I, Part A or MEP funds. If all the schools are served by Title I, Part A or MEP, a LEA must use state and local funds to provide services that, taken as a whole, are substantially comparable in each school. (20 U.S.C. 6321[c])
31. The LEA may exclude schools with fewer than 100 students from its comparability determinations. The comparability requirements do not apply to an LEA that has only one school for each grade span. (20 U.S.C. 6321[c])
32. The LEA has developed procedures for complying with comparability requirements and must maintain records that are updated biennially documenting compliance with those requirements. (20 U.S.C. Section 6321[c])
33. The LEA is required by federal regulations to develop procedures and maintain records that are updated biennially to document compliance with requirements in Section 6321(c).

34. Annual documentation of implementation should include, but not limited to, calculations, a process or procedure that demonstrates how staff were distributed or assigned
35. The LEA's Failure to comply with the requirements may result in the loss of Title I funds and/or Migrant Education funds.

Migrant State Assurances

Operation of Regional Offices

1. The regional offices of the MEP agree to render services and/or reimburse school districts for services approved in district service agreements in accordance with state and federal laws and administrative directives from the U.S. Department of Education and the California Department of Education (*EC 54444 and 54444.1*)
2. Each regional office is responsible for, but not limited to, the provision of the following services:
 - a. Funding to districts operating under service agreements
 - b. Technical assistance to districts operating under service agreements
 - c. Interagency coordination to improve services available to eligible migrant children and their families
 - d. Training for the parents and members of district, regional, and school parent advisory councils
 - e. Professional development services for migrant education staff at the school and district levels
 - f. Direct services to migrant children and their families pursuant to district service agreements. (*EC 54444.4[c]*)

Sub Grantee

3. It is agreed that "Operating agency" means a local educational agency operating under a sub grant of state migrant education funding pursuant to a special arrangement with the department to directly implement the State's migrant education program or projects (A regional office is a local education agency to which the State Education Agency [SEA] makes a sub grant under this part.) (*EC 54441[e]* and 20 USC 6399[1])
4. The operating agency will review and recommend, in coordination with the SEA, the approval of the District Service Agreements. The operating agency's review process will be in accordance with SEA procedures to identify and address the unique needs of Migrant children and their families. (*EC 54444 [a]* and 54444.1[a][d][e])
5. The SEA will review and recommend approval of the operating agency Regional (Direct Funded) Application. The operating agency's review process will be in accordance with SEA procedures (*EC 54444.1[a][d][e]*)

Service Priorities

6. LEAs agree to establish service priorities for migrant children as established in state and federal laws, the U.S. Department of Education, and the California department of Education (EC 54444 and 54444.1)

Summer School Services

7. Operating agencies agree to conduct summer school programs for eligible migrant students according to the provisions contained in this chapter. (EC 54444.3[a])

Articulation and Coordination

8. Operating agencies agree to operate programs and services for migrant children and their families, which are articulated and coordinated with existing resources from school districts and other state and federal programs. (EC 54443.1[c][10])
9. Operating agencies will solicit and make provisions for the active participation of the parents and guardians of eligible migrant students, including but not limited to, review and comment on the annual program application by the members of the appropriate advisory councils (EC 54444.2)

Staff Development and Support

10. Operating agencies agree to provide adequate professional support to staff serving migrant children and their families. Support must include, but is not limited to, training opportunities, materials, counseling, program review, and leadership. (EC 54444.4[b][3])
11. Operating agencies agree to develop and submit to the California Department of Education, professional development plans which address the needs of staff that serve migrant children and their families (EC 54444.1[e])

Parent Advisory Councils (PACs)

12. Operating agencies agree to establish and operate parent advisory councils in accordance with federal and state laws and regulations, such that:
 - a. The membership of each regional parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant children.
 - b. Membership shall be elected by the parents of migrant children currently enrolled in the operating agencies programs.
 - c. The composition of the council shall be determined by the migrant parents at a general meeting to which all parents of migrant children currently enrolled in the program shall be invited.
 - d. Parents shall be informed, in a language they understand, that the parents have the sole authority to decide on the composition of the council.
 - e. All parent candidates for the council shall be nominated by migrant parents.

- f. All community candidates shall be nominated by the migrant parents.
- g. All non-parent candidates shall be nominated by the groups they represent (i.e., teachers by teachers, administrators by administrators, other school personnel by other school personnel, and pupils by pupils.
- h. Each parent advisory council shall hold meetings on a regular basis during the operation of the regular program, but not less than six times during the year.
- i. At least two-thirds of the members of each parent advisory council shall be the parents of migrant children. (EC 54444.1[d] and 54444.2)

13. All other responsibilities required under other state and federal laws and regulations. (EC 54444.1 and 54444.4) Sec. 1304[c][3][A][B] NCLB)

Direct Funded Districts

- 14. A biennial vote (every other year) by the parent advisory council (PAC) of a directly funded district, to approve the participation of that district in the directly funded program, including the approval of a majority of the members who are the parents of migrant children. (EC 54444.1[c])
- 15. Operating agencies agree to provide each member of an appropriate advisory council, upon request, with a copy of all applicable state and federal laws, regulations, guidelines, audit reports, monitoring reports, and evaluation reports. (EC 54444.2[a][3])
- 16. Operating agencies agree to offer training programs to members of appropriate advisory councils to enable them to carry out their responsibilities. Training programs shall be developed in consultation with the members and include as appropriate, materials and sessions in a language understandable to each member. (EC 54444.2[a][4] and 54444.4[c][4])
- 17. Operating agencies agree to provide information regarding the MEP to parents and guardians of migrant children. (EC 5444.4 [b][2])

Evaluation Reports

- 18. Operating agencies agree to submit evaluation reports, including information on pupil progress, overall program effectiveness, and quality control as required by state and federal laws and U.S. Department of Education directives (EC 54443.1[g])

Fiscal Procedures

- 19. Operating agencies agree to adhere to fiscal procedures and submit fiscal reports as required by the California Department of Education (EC 54444.1[A][5])

Name of Applicant: Marysville Joint Unified School District
 Region/District: Region 2/ Marysville Joint Unified School District
 Printed Name of Authorized Representative: Gay S. Todd
 Signature: _____ Date: _____

45

Drug Free Workplace

Certification regarding state and federal drug-free workplace requirements.

Note: Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

Marysville Joint Unified School District

Check ☐ if there are workplaces on file that are not identified here.

Grantees Who Are Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

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

Name of Applicant: Marysville Joint Unified School District

Name of Program: Migrant Education

Printed Name and Title of Authorized Representative: Gay S. Todd

Signature: _____ Date: _____

CDE-100DF (May-2007) - California Department of Education

Questions: Funding Master Plan | fmp@cde.ca.gov | 916-322-5285

Last Reviewed: Friday, January 15, 2016



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 August 4, 2016 (Insert Board meeting date or ratification date), by and between American Chillers, Inc. 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:

Seven thousand Two hundred Seventy Three and no/100 Dollars (\$7273.00)

(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: C20 (add applicable to trade).
3. (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>).
4. This contract shall commence **upon Board approval** as of August 4, 2016 (insert date after Board approval date or ratification date) with work to be completed within Thirty (30) consecutive days and/or by 6, September, 2016.
5. **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 **ATTACHMENT J**, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but under \$15,000)



Marysville Joint Unified School District

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.

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Noncollusion Affidavit | <input checked="" type="checkbox"/> ATTACHMENT F – Proof of Contractor Annual Registration with DIR |
| <input checked="" type="checkbox"/> ATTACHMENT A – Contractor Certification Form | <input checked="" type="checkbox"/> ATTACHMENT G – Withholding Exemption Certificate – CA Form 590 |
| <input checked="" type="checkbox"/> ATTACHMENT B – Terms and Conditions (5 pages) | <input checked="" type="checkbox"/> ATTACHMENT H – W9 Form |
| <input checked="" type="checkbox"/> ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation | <input checked="" type="checkbox"/> ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement |
| <input checked="" type="checkbox"/> ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate | <input checked="" type="checkbox"/> ATTACHMENT J – Scope of Work |
| <input checked="" type="checkbox"/> ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification | Purchase Order No. _____ |

TYPE OF BUSINESS ENTITY

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

TAX IDENTIFICATION

82-0914410
Employer Identification Number

License No: 605046 Classification: C20 Expiration Date: 10/31/2016

(District Use Only: License verified by Julie Brown Date: 8/11/2-2016)

Fill at time of preparation DISTRICT STAFF ONLY

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 has been convicted of a felony as defined in Education Code 45122.1

Contractor Name: American Chiller Service Inc.

Contractor Address:

PO Box 1887
Rancho Cordova, CA 95602

Phone: 800-916-2445

Email: ken@americanchiller.com

Print Name: Ken Putman

Title: Branch Manager

Authorized Signature: [Signature]

District Acceptance: [Signature]
Ryan DiGilio, Assistant Superintendent of Business Services

Date: 8/23/16
Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined per 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 in 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 as defined in Education Code Section 45122.1.

It is understood that by signing this document, Contractor agrees 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(s) of employee(s):

Lee Sutton
Anthony Dorough

Name(s) of employee(s):

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

Dated: 8/11/16

American Charter Service (Company)

Ken Patman (Authorized Signature)

Ken Patman (Print Name)

Branch manager (Title)

(Complete only if pertinent)

Revised 09-22-2015



Marysville Joint Unified School District

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).

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 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.
- 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.
- A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

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

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

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

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



Marysville Joint Unified School District

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-third 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 1819), 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



Marysville Joint Unified School District

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 a 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, judgments, 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 it is 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



Marysville Joint Unified School District

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 provision is not inserted, or is not correctly inserted then upon application of either party the contract shall 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



Marysville Joint Unified School District

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 confer") 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 20104) of part 3 of the Public Contract Code.

Revised 09-22-2015

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 August 4, 2016 (insert date after Board approval date or ratification date) consisting of Article 1 through Article 21

56



Marysville Joint Unified School District

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[her] 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 Authorized 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

**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

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

PROJECT NAME OR CONTRACT NO.: Lindhurst Chiller between the Marysville Joint Unified School District ("District" or "Owner") and American Chiller Service 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 have been convicted of a felony as defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and 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: Ken Putnam

Title: Branch manager

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

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: _____

Tax ID Number (if applicable – do NOT include Social Security Numbers).

☐ 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:

DISTRICT

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.

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Lindhurst Chiller
between Marysville Joint Unified School District (the "District" or the "Owner") and
American Chiller Service 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: 8/1/16

Proper Name of Contractor: American Chiller Service

Signature: Ken Palmer

Print Name: Ken Palmer

Title: Branch Manager

(Remainder of page left blank intentionally)

Attachment F



Press Room | Contact DIR | CA.gov

Go to Search

[Home](#)
[Labor Law](#)
[Cal/OSHA: Safety & Health](#)
[Workers' Comp](#)
[Self Insurance](#)
[Apprenticeship](#)
[Director's Office](#)
[Boards](#)

Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found: 1

| Details | Legal Name | Registration Number | County | City | Registration Date | Expiration Date |
|----------------------|--------------------------------|---------------------|------------|----------------|-------------------|-----------------|
| View | AMERICAN CHILLER SERVICE, INC. | 1000000880 | SACRAMENTO | RANCHO CORDOVA | 05/02/2016 | 06/30/2017 |

v2.20160101

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[Contact DIR](#)

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[Licensing, registrations, certifications & permits](#)

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Marysville Joint Unified School District

ATTACHMENT G

WITHHOLDING EXEMPTION CERTIFICATE – CA FORM 590

| YEAR | | Withholding Exemption Certificate | | CALIFORNIA FORM | |
|---|--|---|--|---|--|
| 20 | | (This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18692. This form cannot be used for exemption from wage withholding.) | | 590 | |
| File this form with your withholding agent. (Please type or print) | | Withholding agent's name | | | |
| Vendor/Payee's name | | Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN | | Note: Failure to furnish your identification number will render this certificate void. | |
| Vendor/Payee's address (number and street) | | APT. no. | | Private Mailbox no. | |
| City | | State | | Vendor/Payee's daytime telephone no. | |
| | | ZIP Code | | | |
| <p>I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:</p> <p><input type="checkbox"/> Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.</p> <p><input type="checkbox"/> Corporations: The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.</p> <p><input type="checkbox"/> Partnerships: The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.</p> <p><input type="checkbox"/> Limited Liability Companies (LLC): The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.</p> <p><input type="checkbox"/> Tax-Exempt Entities: The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.</p> <p><input type="checkbox"/> Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans: The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.</p> <p><input type="checkbox"/> California Irrevocable Trusts: At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.</p> <p><input type="checkbox"/> Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.</p> | | | | | |

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) _____

Vendor/Payee's signature ► _____

Date _____

62



Marysville Joint Unified School District

ATTACHMENT H

W-9 FORM

Form **W-9**
(Rev. December 2014)
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.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation; S=S corporation; P=partnership) PS <small>Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) PS | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | |
|--------------------------------|--|
| Social security number | |
| | |
| or | |
| 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 **PS**

Date **PS**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1096-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1096 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien). To provide your correct TIN:

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- 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. See *What is FATCA reporting?* on page 2 for further information.



Marysville Joint Unified School District

ATTACHMENT I

CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

Attach two (2) pages at minimum naming Marysville Joint Unified School District
as Additional Insured

(Remainder of page left blank intentionally)

On file



AMERICAN CHILLER SERVICE, INC.

WWW.AMERICANCHILLER.COM

Attachment J



Authorized Service Provider

August 3, 2016

Control System Proposal

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Tim Stout

(530) 795-7116

Dear Mr. Stout:

Per your request and based on the information that we currently have documented, we are furnishing our proposal to provide basic controls for central chiller plant located at Lindhurst High School in Olivehurst CA. We quote as follows:

Equipment to be replaced:

Carrier Chiller #1

M/N: 23XL1010NC20

S/N: 0498J57526

Scope of work:

- Use schedule in chiller control panel to enable control.
- Furnish and install an outside air lock-out thermostat.
- Utilize the chiller control panel outputs to enable pumps and cooling tower fans.
- Furnish and install a temperature controller for cooling tower fan operation (based on condenser water entering temperature).
- Furnish and install a single stage thermostat to operate tower bypass valve (based on condenser water leaving temperature).
- Utilize the indoor actuator motors on the outside bypass valve.
- Verify all points and commission control system.

Control system cost:

\$7,273 (tax and freight included)

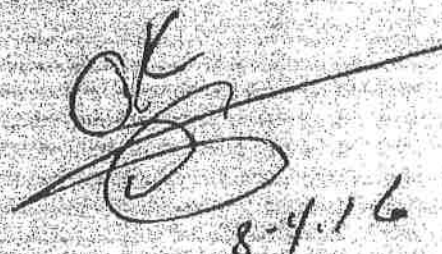
If the actuator does not work then we would replace the bypass valve with a modulating valve and temperature controller; this would be an additional \$2,914. The above service scope will be performed during normal business hours. Thank you for the opportunity to continue serving your facility; we really appreciate your business!

Sincerely,
American Chiller Service, Inc.


Ken Putman

Accepted By:


Marysville Joint Unified School District


8-4-16

(The Terms and Conditions attached form an integral part of this agreement and are expressly incorporated herein)

Sacramento
Bay Area
Modesto
Reno / Tahoe
Mailing Address

11328 Sunrise Gold Circle, Rancho Cordova, CA 95742
743 Thornton Street, San Leandro, CA 94577
931 Reno Ave., Suite L, Modesto, CA 95351
5580 Mill Street, Suite 400, Reno, NV 89502
P.O. Box 1887 Rancho Cordova, CA 95741-1887
Website: www.americanchiller.com

Phone: (916) 457-7800 Fax: (916) 731-8100
Phone: (510) 686-1111 Fax: (510) 686-1234
Phone: (209) 557-0111 Fax: (209) 557-0123
Phone: (775) 322-9900 Fax: (775) 322-9929
Toll Free: (800) 916-2445
E-Mail: info@americanchiller.com

65

American Chiller Service, Inc.

TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as Agreement), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by American Chiller Service. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of American Chiller Service.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of American Chiller Service's credit department. Terms of payment are net 30 days upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. American Chiller Service reserves the right to add to any account outstanding more than 30 days interest at 1 1/4% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by American Chiller Service including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that American Chiller Service determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, American Chiller Service shall inform Customer of the equipment condition and remedy. American Chiller Service shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof, provided, however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by American Chiller Service upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without American Chiller Service's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days after written notice thereof. If a Maintenance Agreement is terminated for any reason other than a material breach by American Chiller Service, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay American Chiller Service, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which American Chiller Service is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, American Chiller Service may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, American Chiller Service shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay American Chiller Service any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, injuries, claims, and losses associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, before, during, and after removal of such equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless American Chiller Service and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. American Chiller Service shall have the right to suspend its work at no penalty to American Chiller Service until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. American Chiller Service reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide American Chiller Service personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. American Chiller Service shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of American Chiller Service.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of American Chiller Service.
13. In the event that American Chiller Service is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond American Chiller Service's control, Customer shall pay American Chiller Service for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established American Chiller Service rates for performing such services.
14. American Chiller Service shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of American Chiller Service, American Chiller Service shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. AMERICAN CHILLER SERVICE SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF AMERICAN CHILLER SERVICE. IN NO EVENT WILL AMERICAN CHILLER SERVICE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY AMERICAN CHILLER SERVICE FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. American Chiller Service extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. American Chiller Service expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by American Chiller Service. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of California.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 605046

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

CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 8/11/2016 8:22:27 AM

Business Information

AMERICAN CHILLER SERVICE INC
P.O. BOX 1887
RANCHO CORDOVA, CA 95741
Business Phone Number: (916) 457-7800

Entity: Corporation
Issue Date: 10/18/1990
Expire Date: 10/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING
C-20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C-38 - REFRIGERATION
C-61 / D-53 - WOOD TANKS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 929530701
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DANIEL TRENTON JOHNSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 12/02/2008

Workers' Compensation

This license has workers compensation insurance with the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
Policy Number: 012016045
Effective Date: 03/01/2016
Expire Date: 03/01/2017
Workers' Compensation History

68

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on July 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | | | | | |
|---|--|--|--|-----------------------------------|--|-------------------------------|--|
| Local Education Agency(LEA) | | Marysville Joint Unified School District | | Nonpublic School/Agency | | Sierra School of Butte County | |
| Address | | 1919 B Street | | Address | | 2775 Yard Strret | |
| City, State Zip | | Marysville, California 95901 | | City, State, Zip | | Oroville, CA 95966 | |
| LEA Case Manager | | Toni Vernier | | Phone | | 530-533-5464 | |
| Student Last Name | | [REDACTED] | | Student First Name | | [REDACTED] | |
| D.O.B. | | 6-6-2000 | | ID. # | | [REDACTED] | |
| Grade | | 6 | | Level | | [REDACTED] | |
| Parent/Guardian Last Name | | [REDACTED] | | Parent/Guardian First Name | | [REDACTED] | |
| Address | | [REDACTED] | | Contract Begins | | 3-1-2016 | |
| City, State, Zip | | Marysville, CA 95901 | | Ends | | 6-30-2017 | |
| Home Phone | | [REDACTED] | | Business | | [REDACTED] | |
| Program Contact Name | | | | Sheila McCarthy | | | |
| Phone | | | | [REDACTED] | | | |
| e-Mail | | | | [REDACTED] | | | |
| Education Schedule - Regular School Year | | | | | | | |
| Number of Days | | | | 180 | | Number of Weeks | |
| Education Schedule - Extended School Year | | | | | | | |
| Number of Days | | | | 19 | | Number of Weeks | |
| Master Contract Ratified by the Governing Board on | | | | 7-19-2016, | | | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|----------------------------|----------|-----|-----|---------------|------------------------------|---------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| A. BASIC EDUCATION | | x | | | \$165.00 | | 180 | 19 | \$32,835.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | | | | | | | | |
| b. Reimburse parent | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 5. SCIA | | | | | | | | | |
| a. Individual | | x | | | \$18.50 hour | | | | \$22,089.00 |
| b. Group of | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|--------------------------------------|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg. School Year | ESY | |
| | | | | | | | | | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BI) | | | | | | | | | |
| c. Supervision (BI) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Other | | * | | | | | | | |
| TOTAL COST | | | | | | \$ 54,924.00 (16-17 year)* | | | |

*(An additional \$19,793.64 is owed for invoices prior to the ratification of this contract and knowledge of placement)
total amount of \$74,717.64)

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

MASTER CONTRACT RATIFIED for March 1, 2016 BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Sierra School at Eastern Lower Butte County
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

Janine Hughes 7.21.16
(Signature) (Date)

(Signature) (Date)

Janine Hughes, Regional Director of
Sierra Schools of Northern CA
(Name of Superintendent or Authorized Designee)

(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | | | | | |
|-------------------------------------|----------------------|-----------------------------------|---------------|---|--------------|---|-------------------------|
| Local Education Agency (LEA) | | MJUSD | | Nonpublic School/Agency | | Odyssey Learning Center | |
| Address | | 1919 B Street | | Address | | 7150 Santa Juantia Ave | |
| City, State Zip | | Marysville, CA 95901 | | City, State, Zip | | Orangevale, CA 95662 | |
| LEA Case Manager | | Toni Vernier | | Phone | | 916-988-0258 | Fax 916-988-0423 |
| | | | | e-Mail | | jeanninewheeler@odysseylearningcenter.org | |
| Student Last Name | | Student First Name | | Program Contact Name | | Jeannine Wheeler | |
| D.O.B. | 5-9-97 | I.D. # | 110628-1920 | Phone | | Fax | |
| Grade | 12+ | Level | | e-Mail | | | |
| | | Sex | (x) M () F | Education Schedule - Regular School Year | | | |
| Parent/Guardian Last Name | | Parent/Guardian First Name | | Number of Days | 200 | Number of Weeks | |
| | | | | Education Schedule - Extended School Year | | | |
| Address | 3116 Camino Ave | | | Number of Days | 20 | Number of Weeks | |
| | | | | Contract Begins | July 1, 2016 | Ends | June 30, 2017 |
| City, State, Zip | Marysville, CA 95901 | | | Master Contract Approved by the Governing Board on | | July 19, 2016 | |
| Home Phone | | Business Phone | | | | | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|----------------------------|----------|-----|-----|---------------|------------------------------|---------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| A. BASIC EDUCATION | | x | | | \$159.84 | | | 220 | \$35,164.80 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | | | | | | | | |
| b. Reimburse parent | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| 4. Speech/Language | | | | | | 30 mins per week x 36 | | | \$1441.8 |
| a. Group of | | | | | | | | | |
| b. Individual | | x | | | \$80.10 | | | | |
| c. Consultation | | | | | | | | | |
| 5. SCIA | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Group of | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|--|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|---|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy a. Group of b. Individual c. Consultation | | x | | | \$85.50 per hour | 30 mins per week x 40 | | | \$1710.00 |
| 8. Physical Therapy a. Individual b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) a. Consultation b. Direct (BI) c. Supervisor (BID) d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Other | | | | | | | | | |
| | | | | | | TOTAL COST | | | \$38,316.60 |
| | | | | | | | | | 0 |

ESTIMATED MAXIMUM RELATED SERVICES COST \$

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES**

\$ 38,316.60

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON: July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Odyssey Learning Center
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

J. Wheeler
(Signature)

7/21/2016
(Date)

(Signature)

(Date)

Jeannine Wheeler, Co-Director/
Principal
(Name and Title)

(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on July 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | |
|--|--|--|--|
| Local Education Agency (LEA) | | Nonpublic School/Agency | |
| Marysville Joint Unified School District | | Sierra School at Easter-Upper | |
| Address | | Address | |
| 1919 B Street | | 1150 Eastern Avenue | |
| City, State, Zip | | City, State, Zip | |
| Marysville, California 95901 | | Sacramento, CA. 95864 | |
| LEA Case Manager | | Phone | |
| Toni Vernier | | 916-488-2515 | |
| | | Fax | |
| | | 916-488-6763 | |
| | | e-Mail | |
| | | | |
| Student | | Program Contact Name | |
| Last Name | | Brittany Auernig, Director | |
| First Name | | Phone | |
| | | Fax | |
| D.O.B. | | e-Mail | |
| 8-14-98 | | | |
| I.D. # | | | |
| Grade | | Number of Days | |
| 12+ | | 180 | |
| | | Number of Weeks | |
| | | | |
| Parent/Guardian | | Education Schedule - Extended School Year | |
| Last Name | | Number of Days | |
| Hanson | | 19 | |
| First Name | | Number of Weeks | |
| | | | |
| Address | | Contract Begins | |
| 1052 Humphrey Road | | 7-1-2016 | |
| City, State, Zip | | Ends | |
| Marysville, CA 95901 | | 6-30-2017 | |
| Home Phone | | Master Contract Ratified | |
| | | by the Governing Board on | |
| | | 7-19-2016 | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per week/month | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|---|----------|-----|-----|---------------|------------------------------|-----------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg. School Year | ESY | |
| A. BASIC EDUCATION | | X | | | \$145.00 | | 180 | 19 | \$28,855.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation a. Pupil to NPS b. Pupil to parent | | | | | | | | | |
| 2. Counseling a. Group b. Individual c. Parent | | X | | | \$65.00 per hour | 30 mins weekly for 41 weeks | | | \$1,332.50 |
| 3. Adapted P.E. a. Group of b. Individual | | | | | | | | | |
| 4. Speech/Language a. Group of b. Individual c. Consultation | | | | | | | | | |
| 5. SCLC a. Individual b. Group of | | | | | | | | | |

| K. RELATED SERVICES (Cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|-----------------------------------|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|--|
| | LICA | NIS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy | | | | | | | | | |
| a. Group or | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BIP) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BIP) | | | | | | | | | |
| c. Supervision (BIP) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Other | | | | | | | | | |
| | | | | | | TOTAL COST | | | \$30,187.50 |

5. Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (Specify) _____

MASTER CONTRACT RATIFIED for March 1, 2016 BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Sierra School at Eastern-Upper
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

Brittany Auernig 8/11/16
(Signature) (Date)

(Signature) (Date)

Brittany Auernig, Director
(Name and Title)

(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on July 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | |
|--|-------------------|--|-----------------------------|
| Local Education Agency (LEA) | | Nonpublic School/Agency | |
| Marysville Joint Unified School District | | Sierra School at Easter-Upper | |
| Address: 1919 B Street | | Address: 1150 Eastern Avenue | |
| City/State/Zip: Marysville, California 95901 | | City/State/Zip: Sacramento, CA. 95864 | |
| LEA Case Manager: Toni Vernier | | Phone: 916-488-2515 | Fax: 916-488-6763 |
| Student Last Name: [REDACTED] | | Program Contact Name: Brittany Auernig, Director | |
| Student First Name: [REDACTED] | | Phone: [REDACTED] | |
| D.O.B.: 5-9-98 | | E-Mail: [REDACTED] | |
| I.D.#: [REDACTED] | | Education Schedule - Regular School Year | |
| Grade: 12+ | Level: [REDACTED] | Number of Days: 180 | Number of Weeks: [REDACTED] |
| Parent/Guardian Last Name: [REDACTED] | | Education Schedule - Extended School Year | |
| Parent/Guardian First Name: [REDACTED] | | Number of Days: 19 | Number of Weeks: [REDACTED] |
| Address: [REDACTED] | | Contract Begins: 7-1-2016 | Ends: 6-30-2017 |
| City/State/Zip: Marysville, CA 95901 | | Master Contract Notified | |
| Home Phone: [REDACTED] | | By the Governing Board on: 7-19-2016 | |
| Business Phone: [REDACTED] | | | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per week/month | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|---------------------|----------|-----|-----|---------------|------------------------------|-----------------------------------|----------------------------|-----|--|
| | LEA | SEE | NPA | OTHER Specify | | | Reg. School Year | ESY | |
| A. BASIC EDUCATION | | x | | | \$145.00 | | 180 | 19 | \$28,855.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Para-Transport | | | | | | | | | |
| b. Reimbursement | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Parity | | | | | | | | | |
| 3. Adaptive PE | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| 4. Speech/Language | | x | | | \$100.00 per hour | 30 minutes per week for 41 weeks | | | \$2,050.00 |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 5. SCLC | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Group of | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per week/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|--------------------------------------|----------|-----|-----|------------------|------------------------------------|---|----------------------------------|-----|--|
| | LHA | NPS | NPA | Other Specify | | | Reg School Year | ESY | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy | | | | | | | | | |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BI) | | | | | | | | | |
| c. Supervision (BI) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Other | | | | | | | | | |
| TOTAL COST | | | | | | | | | \$30,905.00 |

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify) _____

MASTER CONTRACT RATIFIED for March 1, 2016 BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Sierra School at Eastern-Upper
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

Brittany Auernig 8/1/14
(Signature) (Date)

(Signature) (Date)

Brittany Auernig, Director
(Name and Title)

(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on July 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | |
|-------------------------------------|--|-----------------------------------|-------------------------------------|
| Local Education Agency (LEA) | Marysville Joint Unified School District | Nonpublic School/Agency | Sierra School at Easter-Upper |
| Address | 1919 B Street | Address | 1150 Eastern Avenue |
| City, State, Zip | Marysville, California 95901 | City, State, Zip | Sacramento, CA. 95864 |
| LEA Case Manager | Toni Vernier | Phone | 916-488-2515 |
| | | Fax | 916-488-6763 |
| Student Last Name | [REDACTED] | Student First Name | [REDACTED] |
| D.O.B. | 3-31-96 | ID # | [REDACTED] |
| Group | 12+ | Level | (x) M () F |
| Parent/Guardian Last Name | [REDACTED] | Parent/Guardian First Name | [REDACTED] |
| Address | [REDACTED] | City, State, Zip | Marysville, CA 95901 |
| Phone | [REDACTED] | Business | [REDACTED] |
| | | Program Contact Name | Brittany Auernig, Director |
| | | Phone | [REDACTED] |
| | | e-Mail | [REDACTED] |
| | | Number of Days | 180 |
| | | Number of Weeks | [REDACTED] |
| | | Education Schedule | Extended School Year |
| | | Number of Days | 19 |
| | | Number of Weeks | [REDACTED] |
| | | Contract Begins | 7-1-2016 |
| | | Ends | 6-30-2017 |
| | | Master Contract Ratified | by the Governing Board on 7-19-2016 |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per week/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|--------------------------------|----------|-----|-----|---------------|------------------------------|-----------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| A. BASIC EDUCATION | | x | | | \$145.00 | | 180 | 19 | \$28,855.00 |
| B. ADDITIONAL SERVICES / OTHER | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | | | | | | | | |
| b. Reimburse parent | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Group of | | x | | | \$100.00 per hour | 30 minutes per week for 41 weeks | | | \$2,050.00 |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 5. SGIA | | | | | | | | | |
| a. Individual | | x | | | \$18.50 per hour | 5.5 hrs daily | | | \$20,248.25 |
| b. Group of | | | | | | | | | |

| B. RELATED SERVICES (CONT'D) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|--------------------------------------|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg. School Year | ESY | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| Occupational Therapy | | | | | | | | | |
| a. Group of _____ | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BI) | | | | | | | | | |
| c. Supervision (BI) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Speech | | | | | | | | | |
| | | | | | | TOTAL COST | | | \$51,153.25 |

5. Progress Reporting Requirements: X Quarterly Monthly Other (Specify) _____

MASTER CONTRACT RATIFIED for March 1, 2016 BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Sierra School at Eastern-Upper
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on JULY, 1 2015 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | | | | | |
|-------------------------------------|--------------|--|-----------------------------------|---|-------------|--|------------------------|
| Local Education Agency (LEA) | | Marysville Joint Unified School District | | Nonpublic School/Agency | | Devereux Texas Treatment Network | |
| Address | | 1919 B Street | | Address | | 1150 Devereux Drive | |
| City, State, Zip | | Marysville, CA 95901 | | City, State, Zip | | League City, TX 77573 | |
| LEA Case Manager | | Toni Vernier | | Phone | | 281-335-1000 | |
| Student Last Name | | [REDACTED] | | e-Mail | | pmilner@devereux.org | |
| Student First Name | | [REDACTED] | | Program Contact Name | | Penny Milner | |
| D.O.B. | | 11-16-03 | | Phone | | [REDACTED] | |
| ID. # | | [REDACTED] | | e-Mail | | [REDACTED] | |
| Grade | 7 | Level | | Sex | () M (x) F | Education Schedule -- Regular School Year | |
| Parent/Guardian Last Name | [REDACTED] | | Parent/Guardian First Name | [REDACTED] | | Number of Days | Number of Weeks |
| Address | | 11162 Loma Rica Road | | Education Schedule -- Extended School Year | | Number of Days | Number of Weeks |
| City, State, Zip | | Marysville, CA 95901 | | Contract Begins | | July 1, 2016 | Ends |
| Home Phone | 530-411-9450 | Cell | [REDACTED] | Master Contract Approved by the Governing Board on | | July 19, 2016 | |
| Contract Ends | | June 30, 2017 | | | | | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|---|----------|-----|-----|---------------|------------------------------|---------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| A. BASIC EDUCATION | | x | | | 129.02 | | 250 | | \$32,255.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation a. Paid to NPS/A b. Reimburse parent | | | | | | | | | |
| 2. Counseling a. Group b. Individual c. Family | | x | | | 171.84 | | 365 | | \$62,721.60 |
| 3. Adapted P.E. a. Group of b. Individual | | | | | | | | | |
| 4. Speech/Language a. Group of b. Individual c. Consultation | | | | | | | | | |
| 5. SCIA a. Individual b. Group of | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|-----------------------------------|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|---|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BI) | | | | | | | | | |
| c. Supervision (BI) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Room and Board | | x | | | 214.11 | 365 | | | \$78,150.15 |
| | | | | | | TOTAL COST | | | \$173,126.75 |

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES:

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Devereux Texas Treatment Network
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

Pamela E. Reed
(Signature)

7-21-16
(Date)

(Signature)

(Date)

Pamela E. Reed, Executive Director
(Name and Title)

(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on JULY, 1 2015 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | | | | | |
|-------------------------------------|--|--|--|---|--|----------------------------------|------------------------|
| Local Education Agency (LEA) | | Marysville Joint Unified School District | | Nonpublic School/Agency | | Devereux Texas Treatment Network | |
| Address | | 1919 B Street | | Address | | 1150 Devereux Drive | |
| City, State, Zip | | Marysville, CA 95901 | | City, State, Zip | | League City, TX 77573 | |
| LEA Case Manager | | Toni Vernier | | Phone | | 281-335-1000 | Fax |
| Student Last Name | | [REDACTED] | | e-Mail | | pmilner@devereux.org | |
| Student First Name | | [REDACTED] | | Program Contact Name | | Penny Milner | |
| D.O.B. | | 4-10-98 | | Phone | | | Fax |
| Grade | | 12+ | | e-Mail | | | |
| Level | | | | Program Contact Name | | Penny Milner | |
| Sex | | () M (x) F | | Phone | | | Fax |
| Parent/Guardian Last Name | | [REDACTED] | | e-Mail | | | |
| Parent/Guardian First Name | | [REDACTED] | | Education Schedule - Regular School Year | | | |
| Address | | 4300 Boardwalk Drive | | Number of Days | | | Number of Weeks |
| City, State, Zip | | Marysville, CA 95901 | | Education Schedule - Extended School Year | | | |
| Home Phone | | [REDACTED] | | Number of Days | | 250 | Number of Weeks |
| Cell | | [REDACTED] | | Contract Begins | | July 1, 2016 | Ends |
| | | | | Master Contract Approved by the Governing Board on | | July 19, 2016 | |
| | | | | | | June 30, 2017 | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|---------------------|----------|-----|-----|---------------|------------------------------|---------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| A. BASIC EDUCATION | | x | | | \$123.32 | | 250 | | \$30,830.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | | | | | | | | |
| b. Reimburse parent | | | | | | | | | |
| 2. Counseling | | x | | | \$125.54 | | 365 | | \$45,822.10 |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 5. SCIA | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Group of | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|-----------------------------------|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|---|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| | | | | | | | | | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BI) | | | | | | | | | |
| c. Supervision (BID) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Room and Board | | x | | | 214.11 | 365 | | | \$78,150.15 |
| | | | | | | TOTAL COST | | | \$154,802.25 |

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES:

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Devereux Texas Treatment Network
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

82

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on July 30, 2016, unless sooner terminated as provided in the Master Contract and by applicable law.

| | | | | | | | |
|-------------------------------------|--|--|--|---|--|--------------------------------|--|
| Local Education Agency (LEA) | | Marysville Joint Unified School District | | Nonpublic School/Agency | | Sierra School at Easter, Lower | |
| Address | | 1919 B Street | | Address | | 1150 Eastern Avenue | |
| City, State, Zip | | Marysville, California 95901 | | City, State, Zip | | Sacramento, CA 95864 | |
| LEA Case Manager | | Toni Vernier | | Phone | | 916-488-5455 | |
| | | | | Fax | | 916-488-6763 | |
| Student Last Name | | [REDACTED] | | Student First Name | | [REDACTED] | |
| D.O.B. | | 1-12-05 | | Program Contact Name | | Carlee Erickson | |
| Grade | | 6 | | Phone | | [REDACTED] | |
| Level | | [REDACTED] | | E-Mail | | cerickson@sierra-school.com | |
| Sex | | () M (x) F | | Education Schedule - Regular School Year | | | |
| Parent/Guardian Last Name | | [REDACTED] | | Number of Days | | 180 | |
| Parent/Guardian First Name | | [REDACTED] | | Education Schedule - Extended School Year | | | |
| Address | | [REDACTED] | | Number of Days | | 19 | |
| City, State, Zip | | Olivehurst, CA 95961 | | Contract Begins | | 7-1-2016 | |
| Home Phone | | [REDACTED] | | Ends | | 6-30-2017 | |
| Business Phone | | [REDACTED] | | Master Contract Approved by the Governing Board on | | 7-19-2016 | |

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

| SERVICES | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|---------------------|----------|-----|-----|---------------|------------------------------|---------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| A. BASIC EDUCATION | | x | | | \$145.00 | | 180 | 19 | \$28,855.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | | | | | | | | |
| b. Reimburse parent | | | | | | | | | |
| 2. Counseling | | x | | | \$65.00 | 60 min per week | 39 weeks | | \$2,535.00 |
| a. Group | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Group of | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 5. SCLIA | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Group of | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|-----------------------------------|----------|-----|-----|------------------|------------------------------------|--|----------------------------------|-----|--|
| | LEA | NPS | NPA | OTHER Specify | | | Reg School Year | ESY | |
| 6. Intensive Academic Instruction | | | | | | | | | |
| 7. Occupational Therapy | | | | | | | | | |
| a. Group of _____ | | | | | | | | | |
| b. Individual | | | | | | | | | |
| c. Consultation | | | | | | | | | |
| 8. Physical Therapy | | | | | | | | | |
| a. Individual | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 9. Behavior Intervention (BI) | | | | | | | | | |
| a. Consultation | | | | | | | | | |
| b. Direct (BI) | | | | | | | | | |
| c. Supervision (BIE) | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 10. Nursing | | | | | | | | | |
| 11. Residential 24/7 Care | | | | | | | | | |
| | | | | | | TOTAL COST | | | \$ 31,390.00 |

5. Progress Reporting Requirements: x Quarterly Monthly Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON July 19, 2016

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Sierra School at Eastern-Lower
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of School District)

Carlee Erickson
(Signature)

8/1/16
(Date)

(Signature)

(Date)

Carlee Erickson, Director
(Name and Title)

(Name of Superintendent or Authorized Designee)

Memorandum of Understanding

2016-2017

***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 Superintendent, Special Education

Budget Code: Special Ed. Contacts

Services to be performed during the 2016-2017 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.

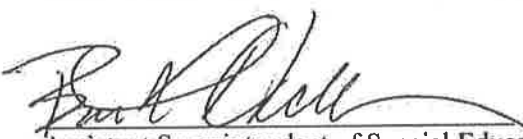
Hold Harmless and Indemnification:

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 400 hours of services during the 2016-2017 school year.

Compensation rate is \$ 88.32 per hour. Total hours compensated not to exceed \$ 35,328.00 during the 2016-2017 school year.

Sutter County will invoice MJUSD for services performed.


Assistant Superintendent of Special Education
Sutter County Superintendent of Schools

Barbara Hickman

7/21/16
Date

Assistant Superintendent of Business Services
Marysville Joint Unified School District

Print Name

Date

Date of Board Approval: _____

Business Services Department

Approval: Pe

Date: 8/12/16

85

y 28, 2016

Jul

JUL 28 2016

Dear Mr. Carreon and Mr. Cena,

Please accept this letter of resignation pertaining to my position as a teacher for MJUSD. An opportunity recently arose where I can apply the skills I learned from the wonderful staff members of Marysville High School. Pending board approval I will be working at Butte View continuation school. I wish this opportunity would have opened up earlier in the summer as I would never want to put undue pressure on MHS.

I will be in contact with Mark Martinez to ensure he knows the location of the wrestling teams uniforms and to discuss any other items having to do with the future success of the team. The program is near and dear to my heart and I will do whatever I can to ensure it remains successful. I hope it's not out of place for the original intent of this letter but the current McKinney coach may be a good fit for the team. This may save time on a search for a coach as I realize it's not an easy position to fill. I will be in tomorrow to turn in my keys and clean out the classroom.

This is a hard letter for me to write because I'm leaving a place where I have been treated with tremendous respect and understanding. Mr. Cena, I can truly say I have never learned so much from a supervisor or an administrator as I have learned from you. The education I received from you character will guide my energy as I continue my career in education.

Thank you for all that has been done for myself and my family,

Robert Bennette

Ramiro Carreon

From: Matt Ford
Sent: Tuesday, August 09, 2016 3:56 PM
To: Ramiro Carreon
Subject: new job

8/9/2016

This is Matt Ford I just wanted to let you know I have accepted a job in Chico. Thanks for everything you have done for me!

Tracy Pomeroy

From: Alison Allread <alison.allread@gmail.com>
Sent: Monday, August 01, 2016 4:02 PM
To: Tracy Pomeroy
Subject: resignation notice

MJUSD
Personnel Dept.
AUG 03 2016

RECEIVED

Hi Tracy,

As I mentioned on the phone earlier, I moved to Davis over the summer. My original plan was to commute to Marysville each day, but I've been offered a position locally, and I've accepted it.

I will not be returning to my position of After School Program Support Specialist at Kynoch School. I've been with the STARS Program for almost nine years, and it has been the absolute best job I've ever had. There were so many highlights during my time at Covillaud School; hikes in the Sutter Buttes, musical plays, amazing coworkers, and the very BEST students and families. I'm still a bit heartbroken to be leaving it all behind.

Please let me know if there is anything I can do to help as you start the new school year. If you are looking for help with finding new leads, I highly recommend Robert Jory as a potential lead for Covillaud School. He knows the program inside and out, as well as the staff, students, and families. He is a rock in the STARS program, having been there since the day it all began.

Tracy, I wish you the best of luck as you start your new position at STARS, and invite you to call or email if I can be of any assistance.

Sincerely,

Alison Allread
(530) 300-0160


8-3-16

88

Rolanda Arroyo
1609 Larry Street
Olivehurst, CA 95961

MJUSD
Personnel Dept.

AUG 03 2016



RECEIVED

7/29/2016

I'm writing to inform you that I will not be returning in August for the 2016-2017 school year.

Thank you for the opportunity. I've greatly enjoyed my time working for the STARS program.


It's been a pleasure working for such a rewarding program and amazing team.

Rolanda Arroyo



Bobbi Vardell

From: KaRyn Mertz
Sent: Monday, August 08, 2016 6:29 PM
To: Bobbi Vardell; Ramiro Carreon
Cc: Jessica Guth; Mariah Oseguera; kmertzslpa@gmail.com
Subject: Resignation

MJUSD
RECEIVED
AUG 08 2016


Mr. Carreon

Please accept this letter as my resignation from my position of SLPA with MJUSD. My family situation necessitates my working closer to home, and the commute to Marysville puts an undue hardship on my family at this time. I will not be returning for the 2016-2017 school year.

It has been a pleasure working in the district and I have grown and learned a great deal and only have good things to say about my time with the district. I wish the Speech team and all the students continued success.

Sincerely,

KaRyn Mertz

90

MJUSD
Personnel Dept.

JUL 29 2016

7/29/2015

RECEIVED

MJUSD
1919 B Street
Marysville, CA 95901

MJUSD,

Please accept this letter as notice of my resignation from my position as School Tech Lead. My last day of employment will be August 11th, 2016.

I received an offer to serve as a Supervisor to the Child Development Center/Youth Center at Beale, I realize that this opportunity is too exciting for me to decline.

It has been a pleasure working with you and your team over the last year.

MJUSD/LHS/Bob Eckhardt, thank you again for the opportunity to work for Lindhurst. I wish you and your staff all the.

Sincerely,

//signed//

Jessica Kalivoda-Sullivan

850-855-6489

MUSC
Personnel Dept

AUG 10 2016

RECEIVED

Dear Tracy Pomeroy,

As discussed, please accept my resignation from STARS provider position effective August 8, 2016.

Sincerely,



Allison Urban

Catrina L. Zimmer
14870 Fountain House Road
PO Box 553
Dobbins, CA 95935
530-755-6943
anirtac80@gmail.com

MJUSD
Personnel Dept.
AUG 03 2016
RECEIVED

July 29, 2016

Personnel Department
1919 B Street
Marysville, CA 95901


To whom it may concern,

Please accept this letter as my formal resignation as a Para Educator at Dobbins School, effective two weeks after the date above.

I have accepted a position at a different company. Thanks to your support and leadership which developed me professionally. Likewise, my students at Dobbins and Yuba Feather School have given me great contentment over the years and the coworkers has been helpful to work with. I wish you all the best.

If I can be of any support, please let me know.

Sincerely,



Catrina Zimmer

AUG 09 2016

RECEIVED

P.O. Box 5932
Marysville, California 95901
August 3, 2016

Ms. Kathy Woods
Child Development Program Coordinator
1919 B Street
Marysville, California 95901

Dear Ms. Kathy Woods and the Child Development Program Staff:

It has been an honor working for the Marysville Joint Unified School District for the past three school years. I have gained a lot of knowledge, experienced many hands-on learning and made memories to look back on. I enjoyed working with each and every one of you.

Kathy, thank you for allowing me to work with such a great team and for helping me grow. You truly are a wonderful and supportive coordinator. Thank you for taking the time to listen to my concerns, allow me time to grow and help point me in the right direction.

Child Development Staff, thank you for welcoming me into your classrooms and giving me a chance to learn from and along-side each of you. I have great respect for your work and dedication.

It saddens me to let you know that I am resigning my paraeducator position with the Marysville Joint Unified School District effective Wednesday, August 3, 2016. I will be relocating out of state. I leave you all with warm wishes for continuous memories to be made.

Sincerely,



Becky Thao
Linda Preschool Paraeducator

Approval: RD
Date: 8/11/16



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$145 for professional services and for travel time. All charges, including expenses, will be approved by the Assistant Superintendent of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months. Amount not to exceed \$15,000.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Ryan DiGiulio, Assistant Superintendent
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland

President
RYLAND SCHOOL BUSINESS CONSULTING

Date

8/11/16

Date

95



Marysville Joint Unified School District

GAY TODD, SUPERINTENDENT

1919 B STREET—MARYSVILLE, CA 95901 (530) 749-6100 FAX (530) 741-7894

August 26, 2016

The Honorable Julia L. Scrogin
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

RE: Response by the Board of Trustees of the Marysville Joint Unified School District to the Final Report of the Yuba County Grand Jury 2015-16, Pages 38-47

The Honorable Julia L. Scrogin:

Pursuant to California Penal Code sections 933 and 933.05, on behalf of the Marysville Joint Unified School District's ("District") Board of Trustees (the "Board"), I hereby submit the required formal response to the 2015-16 Yuba County Grand Jury Final Report ("Report"), pages 38-47.

BOARD OF TRUSTEES' REQUIRED RESPONSES TO FINDINGS

Finding 1:

The 2015-2016 Grand Jury finds that MJUSD failed to properly maintain the HVAC system at Lindhurst High School. Specifically, the Grand Jury found no evidence that the water was being treated per documented specifications as found in a number of magazines and periodicals related to building maintenance: Contracting Business, ACHR News, and Facility Management. This failure may have potentially exposed the students, staff and public to Legionnaires' disease or Pontiac Fever (CDC).

In addition, the lack of water treatment and maintenance has led to the water lines becoming corroded and blocked, reducing the efficiency of the system (Contracting, 2010) and putting pressure on the Central Plant, "resulting in an increased load and wear on the machinery" (MJUSD, Aug 14, 2016). In a public letter, the MJUSD Superintendent indicates knowledge of the hard water in this area (MJUSD, Aug. 25, 2015).

In light of this lack of maintenance on the system, the chillers failed prematurely. The chillers had only eight years of actual wear and the Grand Jury's research showed that, with proper maintenance, they have a life expectancy of around 20 to 30 years (Grassi, 2013).

Response to Finding 1:

Agree.

The Board agrees with the finding that the HVAC system at Lindhurst High School was not properly maintained in the past under the previous department director. According to District staff, the District has not found documentation indicating the existence of a formal preventative maintenance plan for the HVAC system, including chiller water treatment, at Lindhurst High School prior to April of 2015. The Board is also informed by District Staff that the District is not aware of any instances of Legionnaire's disease or Pontiac Fever resulting from improper maintenance of the HVAC system at Lindhurst High School.

The Board agrees that a lack of water treatment and maintenance likely contributed blockage and corrosion of water lines to the chillers. According to District staff, the District believes that in the past, a chemical company treated the water and/or lines for the chillers at Lindhurst High School on at least one occasion.

The Board agrees that it is likely that the chillers failed prematurely, at least in part, due to improper maintenance.

Finding 2:

The 2015-2016 Grand Jury finds that MJUSD failed to maintain a log detailing work done on the HVAC system as well as any noted irregularities of the HVAC system at Lindhurst High School. The Grand Jury had requested to see the maintenance log but was advised by MJUSD that they were unable to locate or did not have the log. In addition, the Grand Jury finds that MJUSD has very little documentation on work done through outside contractors.

Response to Finding 2:

Agree.

According to District staff, the District has not found documentation indicating the existence of a maintenance log for the HVAC system at Lindhurst High School prior to April of 2015. District staff does not believe that a maintenance log was kept prior to that date. Based on the information provided by District staff, the Board believes that the District's HVAC Technician was previously informed that the chillers at Lindhurst High School were on a preventive maintenance plan with an outside vendor, American Chiller. District staff informs the Board that it has been unable to locate documentation of the maintenance work performed by American Chiller or any other outside vendor. According to District staff when the previous department director left the district, no such documentation was provided to district management. Further, the district has thoroughly searched the offices of the maintenance department and could not find any of these records that should have been maintained by the previous department director.

Finding 3:

The 2015-2016 Grand Jury finds that MJUSD failed to act on a work order indicating a problem with the HVAC system at Lindhurst High School. Per Grand Jury interviews, this failure to act significantly contributed to the compressor being destroyed by a loose screw. This left the students at Lindhurst High School without air conditioning in triple-digit heat causing at least two walk-outs (Luery, 2015 and Barron, 2016).

Response to Finding 3:

Agree in part, disagree in part.

The Board agrees with the finding that the District failed to act on a work order indicating a problem with the HVAC system at Lindhurst High School under the previous department director. According to the District's Maintenance Department staff, the Maintenance Department previously received a work order reflecting problems with the HVAC system at Lindhurst High School. According to District staff, the District has not been able to locate a physical copy of this work order as records prior to April of 2015 cannot be located. For unknown reasons, this work order was not acted upon. District staff informs the Board that all documentation and records have been maintained on HVAC system at Lindhurst High School since May 2015 when new department leadership was brought in.

The Board does not agree that the compressor was destroyed by a loose screw. According to District staff, the District has found no evidence that the chiller failure was the result of a loose screw falling into the compressor. District staff informs the Board that to the best of the District's knowledge, the chiller failed as a result of the compressor seizing up. District staff has not determined the cause of failure with certainty, but it appears that the underground chiller water lines became clogged. This restricted water flow and an increase in water pressure. District staff believes that this ultimately placed too much strain on the chiller, causing it to fail.

The Board agrees that as a result of the failure of the air conditioning system at Lindhurst High School, at least two walk outs occurred.

Finding 4:

The 2015-2016 Grand Jury finds that the personnel in MJUSD Facilities and Energy Management Department do not have enough knowledge and experience in handling the HVAC systems. The Grand Jury was advised, during interviews, that the technician currently assigned to maintain the HVAC system is unfamiliar with the system.

Response to Finding 4:

Disagree.

The Board believes that the District's Maintenance Department staff has the tools, knowledge and expertise to work on HVAC systems in large part, and the Maintenance Department hired an additional HVAC technician in September of 2015. However, District staff informs the Board that they do not have the tools, knowledge or expertise to diagnose and work on chillers specifically. According to District staff, in the past, Maintenance Department staff notified Maintenance Department management that the operation of a chiller system is a specialized process requiring a specialist in that field. According to District staff, to fill this need, the Maintenance Department contracted with American Chiller to make repairs, diagnose problems, and conduct maintenance on the chiller. District staff informs the Board that to the best of its knowledge, American Chiller was the contractor who did all water treatment on the central plant at Lindhurst High School for the past ten years. According to District staff, this information was not shared to other staff or district management by the previous director of this department.

Finding 5:

The 2015-2016 Grand Jury finds that MJUSD is currently addressing the HVAC problem with an emergency HVAC replacement project (Barron, 2016). Per K. Barron and a 2015 newsletter from MJUSD (2016); this is a multi-stage project with the first stage addressing Lindhurst High School's C and F buildings. Building C should have a new system in late March to early April 2016, Building F in late April 2016. Work on a new HVAC system for the gym, locker room and classrooms in Building E is expected to start, by early fall of 2016. Research documentation shows that proper maintenance will reduce energy costs (ACHR, 2005) as well as reduce the potential risk of exposure to Legionella bacteria which is associated with Legionnaires Disease and Potomac Fever (CDC).

Response to Finding 5:

The Board notes that the Grand Jury Report does not require a response from the District to Finding Number 5. However, in an effort to provide a comprehensive response, the Board provides the following response:

The Board is informed by District staff that the District's Maintenance Department, under the direction of the current Executive Director of the Maintenance, Operations, and Transportation Department, made efforts to provide the C and F buildings at Lindhurst High School with sufficient and constant cool air flow. To do so, portable cooling units were brought in along with exhaust fans being installed over each building exit way. According to District staff, the District was able to maintain, for the most part, a steady temperature in the buildings ranging from 80 degrees Fahrenheit to 83 degrees Fahrenheit. Maintenance Department staff was able to verify this information through daily logs which tracked temperatures in Building C twice a day via the District's Energy Management System (EMS). With regard to the HVAC

replacement project, according to District staff, the District completed the majority of Increment 1 in April of 2016. Increment 1 involved the disconnection of Buildings C and F from the central plant/chillers, excavation and trenching for electrical and ground mounted pads, pouring of concrete pads at building C, and the installation of roof mounted mechanical equipment at Building F. Increment 1 also included the installation of thermostats and carbon dioxide sensors in Buildings C and F. Increment 2 of the HVAC replacement project is scheduled to begin in the fall of 2016. Increment 2 will involve the following work on Buildings B and H: trenching around Building B for electrical lines; removal of old mechanical equipment and chiller lines; installation of thermostats and carbon dioxide sensors; installation of new package units or split system HVAC equipment; and air balancing, commissioning, and development of an operation and maintenance plan.

REQUIRED RESPONSES TO RECOMMENDATIONS

Recommendation 1:

The 2015-2016 Grand Jury recommends that MJUSD set up a maintenance schedule per the manufacturer's specifications of the new independent HVAC systems. The 2015-2016 Grand Jury recommends that MJUSD set up a maintenance schedule for all HVAC support equipment including the chillers and controls. This is to be implemented upon the installation of the new systems. (F1)

The 2015-2016 Grand Jury recommends that MJUSD clean or replace the underground water lines that have become corroded and blocked (MJUSD, 2015). The 2015-2016 Grand Jury recommends that MJUSD maintain proper water treatment for all of the HVAC systems at Lindhurst High School. This is to be done upon the installation of the new systems. (F1)

Response to Recommendation 1:

Already implemented where applicable.

As referenced above, the Board is informed by District staff that a preventative maintenance plan has been implemented for all HVAC units in the District and records are now being kept and maintained of all maintenance and repairs performed. In addition, the District hired a second HVAC Technician with a certified, journey-level skill set for commercial HVAC units.

According to District staff, replacement of underground water lines for the chillers is not necessary as all new HVAC units in the District will be individual package units that do not incorporate the underground water lines previously used for chillers. The Board is informed by District staff that appropriate ongoing maintenance recommendations will be developed along with each increment of the HVAC replacement project.

Recommendation 2:

The 2015-2016 Grand Jury recommends that MJUSD set up a maintenance log for each HVAC system; documenting the date, a brief summary of the issue, and what was done. In addition, the Grand Jury recommends that MJUSD set up a filing system and maintain all work orders, purchase orders, contracts and any other paperwork documenting outside contracting work done on the HVAC system.

Response to Recommendation 2:

Already implemented.

According to District staff, a maintenance log has been established as part of the District's preventative maintenance plan. Pursuant to this plan, the District has an electronic filing system for work orders, purchase orders and contracts which are kept within specially tailored software. The Board is informed by District staff that any supplemental paper maintenance records will be kept in the preventative maintenance plan log.

Recommendation 3:

The 2015-2016 Grand Jury recommends that MJUSD address work orders immediately, document what actions were taken and maintain all documentation regarding work orders. This is to be implemented immediately.

Response to Recommendation 3:

Already implemented.

According to District staff, an electronic work order system was implemented in the fall of 2015 to expedite and make the work order process more effective. Since that time, District staff informs the Board that the District has been addressing work orders promptly.

Recommendation 4:

The 2015-2016 Grand Jury recommends that MJUSD ensure proper training is provided for the technicians responsible for the HVAC system. This is to be implemented immediately.

Response to Recommendation 4:

Already implemented.

According to District staff, the District's Maintenance Department has provided training for the District's HVAC Technicians and will continue to ensure they are up to date with all current methods and practices for commercial HVAC systems. To address the District's HVAC needs, the District hired an additional HVAC technician in September of 2015. Both of the District's HVAC Technicians have an extensive background in their field with certifications and a minimum of four (4) years of experience in the HVAC trade. District staff informs the Board that chillers in the District are inspected each year with necessary repairs made.

Recommendation 5:

The 2015-2016 Grand Jury recommends that MJUSD ensures that the projects of replacing the HVAC system for Lindhurst High School is completed.

- The gym, locker room and classrooms in Building E to be started by September 2016 and completed by April 2017.

Response to Recommendation 5:

Already Implemented.

At this time, according to District staff, the Grand Jury's recommendation is the best estimate of the timeline for completion of Increment 2, which should be completed in April 2017. The Board is informed by District staff that Buildings A, E, and G will only have commissioning completed and will not be taken off chiller #2 until Increment 3 has been completed, thus Building E will not be completed until the end of Increment 3. Increment 3 will include: disconnection of Buildings A, E, and G from the central plant/chillers; installation of ground mounted individual HVAC units for Buildings A, E, and G; removal of chiller water lines and other mechanical components; installation of concrete pads and fencing; air balancing and commissioning of new HVAC package units for Buildings A, E, and G; and decommissioning of the central plant/chillers. The District is working diligently to complete Increments 2 and 3 as soon as possible. District staff informs the Board that while the District will begin commissioning for Buildings A, E, and G in the fall of 2016, the date of completion of Increment 3 is subject to the District securing adequate funding.

CONCLUSION

The Board continually strives to act in the best interest of the District, its students, employees, the community, and the taxpayers, and will continue to do so in accordance with all applicable laws, policies, rules, and regulations.

Sincerely,

BOARD OF TRUSTEES
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Bernard Rechs
Board President

c: Board of Supervisors, Yuba County

00554-00112/3312780.1



CONTRACT SERVICES AGREEMENT
(SchoolWorks – GIS and Demographic Services)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of August, 2016 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and SchoolWorks, Inc., a California Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of One Year commencing from October 1, 2016 and concluding September 30, 2017. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in Exhibit "A" (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$5,500.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR in two increments as the Work is completed (to be billed in November 2016 and May 2017). For each increment, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30)

calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Assistant Superintendent, Business Services (hereinafter, the "DISTRICT Representative") to act as its representative for the performance of this Agreement. The DISTRICT Representative or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representative or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Ken Reynolds, President, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

- F. All of CONTRACTOR's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the DISTRICT.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.4 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.5 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

SchoolWorks, Inc.
 6815 Fair Oaks Blvd, #3
 Carmichael, CA 95608
 Attn: Ken Reynolds, President
 Phone: (916) 733-0402
 Email: ken@schoolworksgis.com

DISTRICT:

Marysville Joint Unified School District
 1919 B Street
 Marysville, CA 95901
 Attn: Assistant Superintendent, Business Services
 Phone: (530) 749-6115
 Email: rdigiulio@mjusd.com

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.6 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.7 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.8 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.9 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.12 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.



- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.19 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.20 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.21 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio, Assistant Superintendent,
Business Services

SCHOOLWORKS, INC.:

By: Ken Reynolds

Name: Ken Reynolds

Title: President

EXHIBIT A

Scope of Work

Update Enrollment Projections 2016/17

The enrollment projections are processed by counting and analyzing the number of students in each attendance boundary by grade level for each of the last four years. A cohort survival method is then used to project the number of students for up to ten years in the future. An adjustment is made for inter and intra district transfer students based on historical data to calculate the projected enrollments for each school. There are also augmentations made to account for the new housing developments within each school boundary and to adjust the projected kindergarten enrollment based on birth statistics. The enrollment projections are presented both by school and for the entire district.

Neighborhood School Attendance Area Analysis

Each school attendance boundary will be input into our GIS system. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra district transfers from within the district boundary, as well as inter district transfers from neighboring school districts.

Housing Development and Yield Rate Study

New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data.

Facility Planning and Utilization

By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration.

GIS Facility Planning Software Update

GIS is a tool often used by school districts seeking innovative ways to solve their facility planning problems. GIS stores information about the district as a collection of layers that can be linked together by a common locational component such as student address or school of residence. This powerful program provides your district with the ability to visualize, explore, query and analyze large complex data files and uncover past and future trends that give us an insight on the direction your district may take in the future.

Proposed Cost & Terms

SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated.

Marysville Joint Unified School District is authorized to enter into this agreement by Government Code 53060.

Services:

- Geocode 2016/17 Enrollment
- Analyze Student Demographics
- Update Enrollment Projections
- Facility Utilization Analysis
- New Housing Impacts and Yield Rate Study
- Present Final Demographic Study
- Update SchoolWorks GIS Facility Planning Software
- One (1) Board Presentation (Demographic Study)
- Unlimited Telephone technical Support
- School Locator Maintenance

COST: \$5,500.00

If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the district will be billed at \$140 per hour, plus travel time and expenses.

California Department of Education
WAIVER SUBMISSION - General

CD Code: 5872736
Year: 2016-17

Waiver Number: 7-6-2015-W-06

Date to be Submitted to SBE (*Pending MJUSD Board Approval*): 8/24/16

Local Education Agency: Marysville Joint Unified School District
Address: 1919 B Street
Marysville, CA 95901

Start: 7/1/2016 End: 6/30/2018

Waiver Renewal: Y

Previous Waiver Number: N/A

Previous SBE Approval Date: 9-2-15

Waiver Topic: Equity Length of Time
Ed Code Title: Equity Length of Time
Ed Code Section: 37202(a)
Ed Code Authority: 33050

Ed Code or CCR to Waive: Notwithstanding subdivision(a), a school district that is implementing an early primary program, pursuant to Chapter 8, commencing with Section 8970 of Part 6, may maintain kindergarten classes at (different) school sites within the district for different lengths of time during the school day.

Outcome Rationale: Our district is requesting that, as part of our early primary program established in 2007, we may maintain kindergarten and transitional kindergarten (TK) classes at the same school sites within the district for different lengths of time during the school day. Beginning in the 2015/16 school year, we are requesting that based on student need the instructional day for our students in kindergarten and transitional kindergarten classrooms range from a regular day of 210 instructional minutes to an extended day of up 255 instructional minutes per day. We feel that, at this time, allowing our teachers to assess and serve individual needs of students is in our students' best educational interest. Our early primary program provides students with developmentally appropriate, experiential activities and is preparing them for the more academically rigorous second year of schooling.

Student Population: 9,600

City Type: Urban

Public Hearing Date: Pending 8/23/2016

Public Hearing Advertised: Advertised by postings at meeting site, all schools and on the district website for 72 hours prior to the board meeting

Local Board Approval Date: Pending 8/23/2016

Community Council Reviewed By: Public Hearing
Community Council Reviewed Date: 6/26/07, 5/26/15, 8/23/16
Community Council Objection: Pending Response
Audit Penalty YN: N
Categorical Program Monitoring: N

Submitted by: Ms. Lennie Tate
Position: Executive Director, Educational Services
E-mail: ltate@mjUSD.com
Telephone: 530-749-6902
Fax: 530-741-7893

Bargaining Unit Date: 8/12/16
Name: Marysville Joint Unified Teachers Association
Representative: Inge Schlusser
Title: President
Position: Oppose, Neutral, **Support**
Comments: Support to continue current practice.

*Pending the MJUSD
Board Approval, this
waiver request will be
submitted online to the
State Board of Education
on 8/24/16.*

115

ATTACHMENT

MARYSVILLE JOINT Unified School District would like to request a waiver **renewal** to the California Board of Education of EC37202, specifically highlighted below:

(a) Except if a school has been closed by order of a city or a county board of health, or of the State Board of Health, on account of contagious disease, or if the governing board of a school district shall maintain all of the (elementary day schools established by it for an equal length of time during the school year) and all of the day high schools established by it for an equal length of time during the school year. (b) Notwithstanding subdivision (a), a school district that is implementing an early primary program, pursuant to Chapter 8 (commencing with Section 8970) of Part 6, may maintain kindergarten classes at different school sites within the district for different lengths of time during the school day.

Background - The Kindergarten Readiness Act of 2010 established Transitional Kindergarten (TK), the first of a two year Kindergarten Program across the state of California for those students turning 5 years old between September 1 and December 2 of the current school year. In MJUSD, the TK program meets the required number of instructional minutes for Kindergarten, as established by Education Code sections 46117 and 46201. Education Code Section 37202 requires that an "Equity of Time" waiver be submitted by school districts annually in which TK meets for fewer instructional minutes than the traditional Kindergarten program. MJUSD communicates the instructional minutes of TK to parents annually, prior to the start of school.

The rationale behind this request rests on several points:

- Our district is requesting that, as part of our early primary program established in 2007, we may maintain kindergarten and transitional kindergarten (TK) classes at the same school sites within the district for different lengths of time during the school day. Beginning in the 2015/16 school year, we are requesting that based on student need the instructional day for our students range from a regular day of 210 instructional minutes for both transitional kindergarten and traditional kindergarten to an extended day of up to 255 instructional minutes per day for traditional kindergarten. We feel that, at this time, allowing our teachers to assess and serve individual needs of students is in our students' best educational interest. Our early primary program provides students with developmentally appropriate, experiential activities and is preparing them for the more academically rigorous second year of schooling.
- Within the current structure of the TK program in MJUSD, our students participate in an intensive language arts and math curricula aligned to California State Standards in ELA and Mathematics. They also experience instruction in other core areas during this time, as well as support for behavioral, social and emotional development. This structure ensures that our TK students are fully prepared to meet the academic rigor in the second year of the Kindergarten sequence.
- TK teachers in MJUSD are fully credentialed educators who provide intervention and enrichment support to other primary classrooms in the afternoon portion of their daily schedule. This structure collectively reduces class size for our primary students in grades K-2, and ensures high quality teachers are working with students needing additional supports or enrichment.