



Kynoch Elementary School



Home of the Cubs

1905 Ahern Street
Marysville, CA 95901
Phone: (530)741-6141
Fax: (530)741-6020
Principal: Angela Huerta

Report to the Board of Trustees

Angela Huerta, Principal
September 27, 2016

Overview

As the newly appointed principal at Kynoch, I have had the opportunity to see our school through a fresh set of eyes. I am impressed with the dedication of the staff and the teamwork that is apparent in every aspect of the school. The custodial team and cafeteria team are stellar. Mr. Pantoja and the office staff have worked closely with me to make my transition as principal as smooth as possible. As I visit classrooms on a daily basis, I am impressed with the dedication of the teachers to ensure that students are learning the grade level standards for each subject area. Students clearly understand the routines and procedures of the classroom; they are engaged in their learning. I look forward to working with the staff at Kynoch for the benefit of our students, parents and community.

Meeting Student Needs

Kynoch School Site Plan - Five Goals:

1. Student Academic Performance: Intervention time; computer lab time; Elementary Student Support Specialist to assist with student behaviors; Afterschool tutoring.
2. Staff development will be provided for certificated and classified staff to increase educators' knowledge and skills for students to increase academic performance.
3. Parent Involvement: Parents are encouraged through multiple venues to participate in their students' education: site council, PTO, Finger printing, etc.
4. School Safety: PBIS, Behavior Interventions with support staff.
5. Technology will be integrated into the curriculum to achieve measureable educational objectives and a higher level of student engagement: Classrooms equipped with smartboards, ipads, laptops, elmos and LCD Projectors.

Academic Growth

Our goal at Kynoch is to ensure that each student progresses academically. This is achieved by assessing each student's strengths and area of need. Teachers use multiple measures to determine student progress: classroom work, summative assessments, interim assessments and curriculum based assessments.

Administration

As principal of Kynoch, my goals this year include relationship building with staff and community, systems analysis and supporting student academic achievement.

School Presentation: Video ~ Kynoch News. **Music Presentation:** Violins: Mrs. Haddorff

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901-3731	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	16	14332	7273	01
Attention Gay Todd, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Marysville Joint Unified School District	Resource Code	Revenue Object Code	58	
Telephone 530-741-6000	5630	8290	INDEX	

Name of Grant Program
Education for Homeless Children and Youth Program

0604

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$26,115.00		\$26,115.00		7/1/2016	6/30/2017
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.196A	S196A16005	Education for Homeless Children and Youth			U.S. Department of Education	

I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.

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

Please return the original, signed Grant Award Notification (AO-400) and completed 2016–17 Grantee Budget Request within 10 days of receipt to:

Pat Boncella, Associate Governmental Program Analyst
Coordinated School Health and Safety Office
California Department of Education
1430 N Street, Room 6408
Sacramento, CA 95814-5901

California Department of Education Contact Patricia Boncella	Job Title Associate Governmental Program Analyst
E-mail Address pboncell@cde.ca.gov	Telephone 916-319-0384
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Tomlison</i>	Date 9/2/16

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified in the grant application and in this document; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Gay Todd, ED.d.	Title Superintendent
E-mail Address gtodd@mjusd.com	Telephone 530-749-6101
Signature <i>Gay Todd</i>	Date 9/12/16



PortionPac Chemical Corporation
400 N Ashland Avenue
Chicago IL 60622
(800) 289-7725 x 5703

Marysville Joint Unified School District : Marysville, CA
Child Nutrition Department
Service Agreement

SFSPac® shall deliver a complete food safety & sanitation system from August 01, 2016 to July 31, 2017.

SFSPac Food Safety & Sanitation System

SERVICE

SFSPac® is a complete system of food safety and sanitation for your district-not a detergent delivery service. Our service model distinguishes our program from all others.

- + You will be notified of all service visits and activities with a pre-visit notification.
- + Your service representative will visit on a 30-working-day rotation.
- + Site visits include education, support, and routine checks as well as on-the-spot corrective action.
- + SFSPac's certified Food Safety Specialists are certified ServSafe® instructors and proctors and participate in a Factory Certification program that includes OSHA, HACCP and SNA Level 1 curriculum.
- + Hazardous Materials Audits in each facility assess liability as part of a Hazardous Communication Plan.
- + We guarantee a maximum 24-hour response time to concerns or emergencies.

After each service call, service reports detailing areas of success and concern are sent electronically to the Child Nutrition Director within 48 hours. Reports include date, service duration, education provided, services provided, and corrective action taken.

EDUCATION

With our ongoing education, your team receives the support they need to succeed. We conduct food safety and sanitation education at every site visit. Educational material can be used between visits and for new hires:

- + An Education Module Calendar based on OSHA Guidelines, ServSafe® and HACCP principles. Education Module topics include proper hand washing; sanitizing techniques; food safety; temperature logs; calibrating thermometers and record keeping.
- + An SFSPac® Procedure & Reference guide that provides standard operating procedures, product mixing and use instructions, SDS, sanitizer logs and equipment cleaning procedures.
- + Instructional posters including proper mixing, sanitizer testing, proper hand washing, manual ware washing and proper dining table cleaning.
- + SFSPac® educational videos on food safety and sanitation practices.
- + An online learning portal with cleaning procedures, cleaning modules, and quizzes to track progress.

MATERIALS

SFSPac® will provide environmentally preferred cleaning detergents, sanitation tools and education to help maintain proper levels of sanitation to the 11 sites in the district as required by the Marysville Joint Unified School District Child Nutrition Department and the County Health Department.

Business Services Department

Approval: RL

Date: 9/16/16

SFSPac® liquid cleaning detergents are manufactured in America in pre-measured portion-controlled Pac® brand pouches. Package labeling has clear dilution and use instructions in English and Spanish. Detergents dilute instantly in hot or cold water, make an effective cleaning solution which leaves no film or residue, and will not stain or discolor equipment when used at recommended proportions. SFSPac® cleaning detergents are biodegradable, butyl free, acid free, phosphate free and carcinogen free. SFSPac® cleaning detergents are Green Seal™ certified or are in the process of seeking certification under available protocols. A full materials list is attached.

WAREWASH PROGRAM

SFSPac® will provide a total closed-loop dish machine chemical program including de-liming agents. Wall charts and technical bulletins will be provided and posted at each site. State-of-the-art digital dispensing allows for accurate and efficient chemical performance. All equipment is loaned at no charge to the district.

Upon installation of the equipment, all staff will receive in-service education on equipment, proper operation and maintenance of the dish machine. Site-based education will be performed on proper racking, de-liming, appropriate workflow, sanitary loading and unloading and maintenance checkpoints.

AGREEMENT TERMS

This set-cost agreement, which includes delivery of the specified SFSPac® Food Safety & Sanitation System, from August 01, 2016 to July 31, 2017, may be extended at the discretion and consensus of both parties.

- + Price changes may be absorbed by the district based on the Consumer Price Index or Wholesale Price Index but may not exceed 5% in any year unless this agreement is renegotiated.
- + Service billings are based on 12 equal installments on the 1st day of each month from August 01, 2016 through July 31, 2017.
- + Any Child and Adult food care programs (CAFCP) will be billed separately.
- + Sites with year-round calendars or summer feeding programs will be billed at a prorated monthly rate.



11	Sites	\$2,612.50	Monthly Billing Amount
12	Billings	\$31,350.00	Annual Billing Amount

TERMINATION

Either party may terminate this agreement with 60 days written notice. If either party breaches its material obligations and fails to cure the breach within 15 days of receiving written notice, the agreement may be terminated. All materials, dispensers, accessories and instructional charts that are provided as part of this program remain the property of PortionPac® Chemical Corp. and may be removed if the program is cancelled.

Billing and Remittance

All billings will be from PortionPac Chemical Corporation, unless otherwise notified. Remittance should be made payable to: PortionPac Chemical, Dept 20-7031, P.O. Box 5997, Carol Stream, IL 60197-5997.

 Marysville Joint Unified School District Authorized Signature	Ryan DiGuilio Assistant Superintendent of Business Services	9/16/16 Date
 PortionPac Chemical Corporation Representative Authorized Signature	Kyle Thatcher Printed Name	August 11, 2016 Date

MATERIALS ATTACHMENT

The below SFSPac® materials will be provided along with industry-leading cleaning education:

SFSPac Sanitizer/17-CA
SFSPac Degreaser
SFSPac Heavy Duty Pot & Pan Det.
SFSPac All Purpose Cleaner/5
MyTerra Hand Wash Foam
My Terra Wash
My Terra Rinse
My Terra Sanitizer-Low Temp Sanitizer
My Terra Rinse HW
SFSPac Light Duty Hand Cleanser (6)
SFSPac Sanitizer/10-CA
MyTerra Hand Wash Foam Pump Bottle
Stoko DuraPro (12 tube/case)
SFSPac Pot & Pan Detergent - 12 Gal
SFSPac Laundry Detergent

5

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

This agreement is effective on 9-6-16 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, 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 Schools Eastern Lower	
Address		1919 B Street		Address		1150 Eastern Avenue	
City, State Zip		Marysville CA. 95901		City, State, Zip		Sacramento, CA 95864	
LEA Case Manager		Toni Vernier		Phone	530-533-5464	Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name		Sheila McCarthy	
				Phone		Fax	
D.O.B.	7-09-2005	I.D. #		e-Mail			
Grade	5	Level		Education Schedule – Regular School Year			
		Sex	(x) M () F				
Parent/ Guardian Last Name		Parent/ Guardian First Name		Number of Days	180	Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days	20	Number of Weeks	
Address				Contract Begins	9-6-2016	Ends	6-30-2017
City, State, Zip	Marysville, CA 95901			Master Contract Approved by the Governing Board on		7-19-2016	
Home 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			\$145.00		180	20	\$29,000.00
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		a			\$100.00 Per hour	30 minutes weekly/38 weeks			\$1,900.00
5. SCIA a. Individual b. Group of ____									

Business Services Department

Approval:
Date: 9/16/16

6

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			Reg School Year	ESY	
				Specify					
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 (BII) c. Supervision (BID) d. Assessment									
10. Nursing									
11. Other									
						TOTAL COST			\$30,900.25

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ \$30,900.25

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7-19-2016

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

-CONTRACTOR-
Sierra Schools at Eastern Lower, Oroville

(Name of Nonpublic School/Agency)

(Signature)

(Date)

(Name and Title)

-DISTRICT-
Marysville Joint Unified School District

(Name of School District)

(Signature)

(Date)

(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 9-6-16 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, 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 Schools of Butte County	
Address		1919 B Street		Address		2775 Yard Street	
City, State Zip		Marysville CA. 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.		7-18-2002		ID #		[REDACTED]	
Grade		9		Level		[REDACTED]	
Parent/Guardian Last Name		(foster) [REDACTED]		Parent/Guardian First Name		[REDACTED]	
Address		[REDACTED]		Contract Begins		9-6-2016	
City, State, Zip		Rackerby, CA 95972		Master Contract Approved by the Governing Board on		7-19-2016	
Home Phone		[REDACTED]		Business		[REDACTED]	
Phone		[REDACTED]		Phone		[REDACTED]	
e-Mail		[REDACTED]		e-Mail		[REDACTED]	
Program Contact Name		Sheila McCarthy		Phone		[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	
Contract Begins		9-6-2016		Ends		6-30-2017	

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			\$165.00		180	19	\$32,835.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPSA b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family		b			\$61.75 per hour	30 minutes weekly/38 weeks			\$1,173.25
3. Adapted PE a. Group of b. Individual									
4. Speech/Language a. Group of b. Individual c. Consultation									
5. SCIA a. Individual b. Group of									

Business Services Department

Approval: [Signature]

Date: 9/16/16

8

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			\$34,008.25

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ \$34,008.25

4. Other Provisions/Attachments: _____

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

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 7-19-2016

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 Schools of Butte County, Oroville

Marysville Joint Unified School District

(Name of Nonpublic School/Agency)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

School Steps Inc

1079 Sunrise Ave, Ste B-183
Roseville, CA 95661
Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2017.

2. Scope of Work

Special education related services (Speech Therapy), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$750 per day

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Speech Therapy** for up to 1.0 full-time equivalents (8 hours per day) for the school year 2016-2017, not to exceed 5 days in a week without approval of Marysville Joint Unified School District

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Toni Vernier, Executive Director of Special Education** with **Marysville Joint Unified School District** before providing additional services.

The total will not to exceed \$135,000.00 for the year

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement including therapist case notes per best practices. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

5. Status of Consultant

Business Services Department

Approval : RL

Date: 9/12/16

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. 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.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent

Initial RD**12. Exclusivity**

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney

Consultant / Contractor

Sign Name / DateMarysville Joint Unified School DistrictSignature of Representative / Date

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 764-0119 ; Fax: (916) 415-0120

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc [Company]** and **Marysville Joint Unified School District [Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from the date of signing through June 30, 2017.

2. Scope of Work

Special education related services (Occupational Therapy), screenings, therapy, assessments, IEP meetings attendance (if held on agreed upon days of service), consultation, small group or direct contact. Additional assessments will result in an additional charge.

3. Payment & Billing

Marysville Joint Unified School District agrees to pay **School Steps Inc** at the rate of \$750 per day.

Based on current estimated caseload **Marysville Joint Unified School District** has secured **School Steps Inc** to provide

- **Occupational Therapy** for 1.4 full-time equivalents (8 hours per day) for the school year 2016-2017, not to exceed 6 days in a week without notification to Marysville Joint Unified School District

If the numbers of hours materially change due to changes in workload, **School Steps Inc** will contact **Marysville Joint Unified School District** before providing additional services.

The total will not to exceed \$ 159,750.00 for the year

School Steps Inc will invoice **Marysville Joint Unified School District** for the agreed upon set hours at the end of each calendar month. Hours cannot be added without Marysville Joint Unified School District approval.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. **School Steps Inc** will provide records, with a reasonable time, these records for review. **School Steps Inc** employees make no claim to the benefits **Marysville Joint Unified School District** provides to employees of Marysville Joint Unified School District.

Business Services Department
Approval: PR
Date: 9/14/16

13

5. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of **School Steps Inc** and those employed by **School Steps Inc**.

Marysville Joint Unified School District shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance. Proof of clearance will be provided to Marysville Joint Unified School District.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Marysville Joint Unified School District** upon the giving of 30 school days, not including holidays, in advance written notice. Such notice shall be delivered either in person or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered and at the contracted time and rate through the cancellation period.

8. 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.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Marysville Joint Unified School District**, the **Contacting Agency** hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer or employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached **Marysville Joint Unified School District** agrees to pay School Steps Inc a finder's fee of \$25,000.00 pro-rated per full time equivalent.

Initial pn**12. Exclusivity**

In a show of good faith in order to enter into this contract, School Steps Inc. agrees to not have any employees of School Steps Inc., who have been employed by Marysville Joint Unified School District within the previous year, render services on School Steps Inc.' behalf to Marysville Joint Unified School District.

School Steps Inc – William Delaney

Consultant / Contractor

Sign Name / DateRyan DiGiulioMarysville Joint Unified School District9/16/16Signature of Representative / Date

August 31, 2016

103
1000 1st St
AUG 31 2016



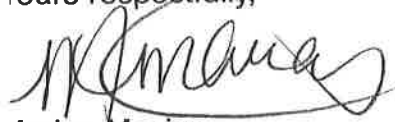
To whom it may concern,

Please accept this letter of resignation from the Para Educator position, effective two weeks from today. My last day at Marysville Community Day School will be September 14, 2016.

I am grateful for being rewarded with employment I've had with MJUSD, but with great consideration, my decision is final and I've decided to further my education.

Please feel free to contact me if you have any questions.

Yours respectfully,



Marisa Macias

MJUSD
Personnel Dept.
SEP 06 2016

September 2, 2016

Dear Tracy Pomeroy,

RECEIVED

Please accept this letter as my resignation, effective September 2, 2016. Due to my class scheduling I am regretfully unable to continue my employment as a STARS Para-educator on a regular basis. I would love to continue my employment with STARS as substitute on the days I am available. I plan to make my schedule next semester more stable to be able to return to Marysville Joint Unified School District. Thank you for the opportunity and I look forward to eventually returning to work at some point with this wonderful program and school district.

Respectfully,



Elena Krystal Mendoza

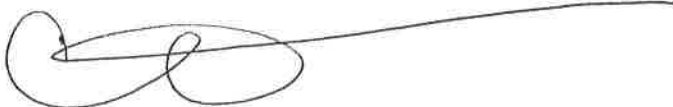
SEP 14 2016

RECEIVED

8/31/16

I am resigning my position as a STARS Activity Provider effective August 31, 2016.
I have accepted another position within the district.

Thank you,

A handwritten signature in dark ink, consisting of a large, stylized loop followed by a long horizontal stroke extending to the right.

Charli Townsend

Marysville Joint Unified School District

Resolution 2016-17/05

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

Whereas, the governing board of Marysville Joint Unified School district office, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 13, 2016, at 5:30 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

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

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

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

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

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

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

Therefore, it is resolved that for the 2016 -17 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

THE FOREGOING RESOLUTION was passed and adopted at its regular meeting of the Governing Board of the Marysville Joint Unified School District on September 27, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Bernard Rechs
President - Board of Trustees

Marysville Joint Unified School District
Core Programs

2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, World of Wonders, ©2015, Gr. TK
McGraw Hill, Reading Wonderworks, ©2015, RSP K-6
McGraw Hill, FLEX, ©2015, SDC 3-5
McGraw Hill, Wonders, ©2015, Gr. K-6

2002 Reading/Language Arts/English Language Development Adoption

Hampton Brown, High Point, ©2001, Gr. 6-8
McDougal Littell, Reading and Language Arts Program, ©2002, Gr. 7-8
SRA/McGraw-Hill, SRA/Reach Program, © 2002, Gr. 7-8

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

McDougal Littell, Language of Literature, ©2000, 9/27/05
Prentice Hall, Literature Timeless Voices and Timeless Themes, ©2000, 6/05/01
Pacemaker, American Literature (Alternative Ed Only), ©2005, 5/23/06
Pacemaker, English Composition (Alternative Ed Only), ©2002, 5/23/06
Longman Keystone, Keys to Learning Program 4 (9-12 ELA Intervention), ©2002, 8/2010
Bedford-St. Martin's, Literature & Composition, ©2011, 6/23/15
Bedford / St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, ©2014 7/28/2015
Worth Publishers, Hollywood Goes to High School, ©2005, 6/23/15

2006 History/Social Science

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

History/Social Science Board Approval 9-12

Steck-Vaughn, Geography of the US ©1984 2/7/1984
Prentice Hall, US History (CA), ©2008, 12/11/2007
Prentice Hall, Macgruder's American Government, ©2006, 5/9/06
Prentice Hall, Government in America, ©2006, 9/12/2006
Prentice Hall, Economics: Principles in Action, ©2007, 5/9/06
Prentice Hall, World History: The Modern World, ©2007, 5/9/2006
Glencoe McGraw Hill, Civics Responsibilities and Citizenship, ©1996, 5/7/96

Advanced Placement History/Social Science Board Approval 9-12

McGraw Hill, American History: Connecting with the Past - AP - 15th Edition, ©2015, 6/23/15
Pearson, Government in America: People, Politics, and Policy 15th Edition AP Edition, ©2011, 2/3/2016

2007 Science Adoption

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

Science Board Approval 9-12

Holt, Rinehart, and Winston, Physical Science, ©2007, 4/24/07
Prentice Hall, Earth Science (Geo Science), 4 ©2006, /24/07
Holt, Rinehart, and Winston, Modern Earth Science, ©2002, 9/11/12
Holt, Rinehart, and Winston, Life Science, ©1986, 4/24/07
McDougal Littell, Biology, ©2007, 4/24/07
Holt, Rinehart, and Winston, ©2007, Chemistry 4/24/07
Holt, Rinehart, and Winston, Environmental Science, ©1996, 4/13/04
Holt, Rinehart, and Winston, Physics, ©2007, 4/24/07
Holt, Rinehart, and Winston, Biology, ©2008, 1/24/07
Pacemaker, Physical Science (Alternative Ed Only), ©2005, 5/23/06
Macmillan McGraw Hill, Glencoe, Health and Guide to Wellness, ©1994, 5/3/94
Cengage Learning, Managing Our Natural Resources – 5th Edition, ©2009, 9/9/14
Cengage Learning, Agriscience Fundamentals and Applications – 5th Edition, ©2009, 2/24/15
Pearson Prentice Hall, Introduction to Livestock and Companion Animals, ©2004, 2/24/15
Pearson, On Cooking: A Textbook of Culinary Fundamentals - 5th Edition, ©2015, 6/23/15
Pearson, Engineering ENGR 10, ©2013, 10/27/2015
Delmar: Cengage Learning, Floriculture: Designing & Merchandising, ©2011, 2/24/2015
Pearson: Prentice Hall Interstate, Livestock & Companion Animals, ©2004, 2/24/2015
Pearson, Technology Skills for Success, ©2014, 7/28/2015
Course Technology, New Perspectives HTML and CSS 6th Edition, ©2011, 1/26/2016
Addison-Wesley, The Cosmic Perspective, Plus Mastering Astronomy with eText 7th Edition, ©2013, 1/26/2016
Delmar: Cengage Learning, The Science of Agriculture: A Biological Approach, ©2012, 5/10/2016

Advanced Placement Science Board Approval 9-12

Brooks/Cole Cengage Learning, Zumdahl, AP Chemistry 9th Edition, ©2014, 8/13/13
Pearson, AP Edition, Campbell, Biology in Focus, ©2013, 6/25/13
McGraw Hill, The Science of Psychology, ©2014, 6/23/2015

2014 Mathematics Adoption K-8

Houghton Mifflin Harcourt, Go Math, ©2014, Gr. K~8

Mathematics Board Approval 9-12

Addison Wesley, Pre-Calculus 10/14/03
Pearson Precalculus: Graphical, Numerical, Algebraic, Common Core, 9th Edition, ©2015, 7/19/2016
Prentice Hall, Calculus, ©2003, 10/14/03
Carnegie Learning, Integrated Math I, II, & III 2014

Advanced Placement Mathematics Board Approval 9-12

Pearson, Calculus: Graphical, Numerical, Algebraic AP Edition, ©2015, 11/17/2015
Worth Publishers, Krugman's Macroeconomics for AP, ©2015, 2/23/2016

Foreign Language Board Approval 9-12

Holt McDougal, ¡Avancemos! Spanish Course 1, 2, ©2013, 6/23/15
Holt McDougal, ¡Avancemos! Spanish Course 3, ©2010, Pending Board Approval
Holt McDougal, ¡Avancemos! Spanish Course 4, ©2013, 5/24/16
EMC Publishing, Somos Asis 2,3,and 4, (©1994), 5/17/94

Advanced Placement Foreign Language Board Approval 9-12

Vista Higher Learning, TEMAS: AP Spanish Language and Culture, ©2014, 2/23/2016

Marysville Joint USD

Board Policy

Superintendent Responsibilities And Duties

BP 2110

Administration

The Board of Education desires to establish a productive working relationship with the Superintendent and to ensure that the work of the Superintendent is focused on student learning and achievement and the attainment of the district's vision and goals. The Board also desires to provide a fair basis for holding the Superintendent accountable. The responsibilities of the Superintendent are detailed in law, in the Superintendent's contract, and throughout Board policies and administrative regulations.

(cf. 0000 - Vision)

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 2121 - Superintendent's Contract)

The Board shall clarify expectations and goals for the Superintendent at the beginning of every evaluation year.

(cf. 2140 - Evaluation of the Superintendent)

As the chief executive officer of the district, the Superintendent shall implement all Board decisions and manage the instructional and noninstructional operations of the schools. The Superintendent also serves as a member of the district's governance team and has responsibilities to support Board operations and decision making.

AUTHORITY TO APPROVE PUBLIC WORKS OF IMPROVEMENT AND RECORD NOTICE OF COMPLETION

The Superintendent, or designee, is authorized to accept public works of improvement that do not exceed \$175,000 individually and to record notice of completion thereafter pursuant to applicable law. The Superintendent shall report to the Board all action taken pursuant to this paragraph on a semi-annual basis.

(cf. 2210 - Administrative Leeway in Absence of Board of Education Policy)

(cf. 9000 - Role of the Board)

(cf. 9122 - Secretary)

The Superintendent may delegate any of his/her responsibilities and duties to other district staff, but he/she remains accountable to the Board for all areas of operation under the Superintendent's authority.

(cf. 4301 - Administrative Staff Organization)

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents

17605 Delegation of authority to purchase supplies, equipment and services

35020-35046 Powers and duties of superintendent

48900 Authority of superintendent to recommend suspension or expulsion

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

Superintendent Governance Standards, 2001

WEB SITES

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

American Association of School Administrators: <http://www.aasa.org>

Association of California School Administrators: <http://www.acsa.org>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

[Revised: agendized 9-27-16]

Marysville Joint USD

Board Policy

Animals At School

BP 6163.2

Instruction

The Board of Education recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures. **Unless otherwise required by law, the only time animals are allowed on school grounds is when they are being used for educational or service purposes. If any animal behaves aggressively or causes injury to staff or students, the animal must be immediately isolated and removed from the school premises until the situation is resolved.**

Other than for those purposes (and with all the requirements met therein), no animals including pets may be brought on to school grounds during school hours or events by an individual.

Before any animal is brought into the classroom for educational purposes, the principal or designee shall provide written notification to staff and all parent/guardians of student in the affected class or who are reasonably expected to come into contact with the animal asking them to verify any known allergies, asthma, health condition, cultural aversion or fear that may be triggered or adversely affected by the animal's presence.

(cf. 3514- Environmental Safety)

(cf. 5141.21- Administering Medication and Monitoring Health Conditions)

(cf. 5141.23- Asthma Management)

Seeing-eye dogs and service dogs may accompany students and staff at school as needed. **The Superintendent or designee, shall approve only one animal in training per school year at a given school site.**

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

The district assumes no liability for the safety of animals voluntarily brought to school.

(cf. 3320- Claims and Actions against the District)

(cf. 3530- Risk Management/Insurance)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

Animals Brought to School for Educational Purposes

Animals may be brought to school for educational purposes, subject to rules and precautions specified in administrative regulations related to health, safety and sanitation.

For the purposes of this policy and any accompanying administrative regulation, “educational purposes” shall not include circumstances where an animal serves an individual with a disability as a guide dog, signal dog or service animal. ~~Teachers shall ensure that these rules and precautions are observed so as to protect both the students and animals.~~ Teachers have the authority to enforce any school rule to compel the control of animals, brought to school for educational purposes for the protection of both the student and the animal.

(cf. 5141- Health Care and Emergencies)

(cf. 5141.22- Infectious Diseases)

(cf. 5142- Safety)

(cf. 5445.08- Refusal to Harm or Destroy Animals)

(cf. 6142.93- Science Instruction)

(cf. 6145.8- Assemblies and Special Events)

Animals brought to school are the full responsibility of the owner or person in possession of the animal. The district assumes no liability for the safety of these and any other animals voluntarily brought to school.

Guide Dogs, signal Dogs, and Service Animals at School

Individuals with disabilities, including children with disabilities, have the right to be accompanied by specially trained guide dogs, signal dogs, or served animals in all public places including schools. (Civil Code 54.6)

If the sole function of a service animal brought onto campus is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional wellbeing, it shall not be considered to be a service animal. All comfort animals, which are not service animals, shall be subject to the rules governing animals brought to school for educational purposes.

The district assumes no liability and shall not be responsible for the provision of a service animal. The user of the service animal is responsible for its care and conduct at all times. Service animals trained to provide assistance to individuals with disabilities may be transported in a school bus when accompanied by students with disabilities, by disabled teachers, and by individuals who train such service animals.

If the principal or designee determines that a student in the particular class has a health-related condition that would be affected by the presence of a service animal, the principal or designee shall attempt to accommodate both the individual controlling the service animal and the individual with the health-related condition affected by the presence

of the service animal by assigning them, if possible, to different locations within the room or different rooms.

Legal Reference:

EDUCATION CODE

233.5 Instruction in kindness to pets and humane treatment of living creatures

39839 Transportation of guide dogs, signal dogs, service animals

51202 Instruction in personal and public health and safety

51540 Safe and humane treatment of animals at school

CIVIL CODE

54.1 Access to public places

54.2 Guide, signal, or service dogs, right to accompany

GOVERNMENT CODE

810-996.6 California Tort Claims Act, especially:

815 Liability for injuries generally; immunity of public entity

835 Conditions of liability

VEHICLE CODE

21113 Public grounds

CODE OF REGULATIONS, TITLE 13

1216 Transportation of property

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions

35.136 Service animals

COURT DECISIONS

Sullivan v. Vallejo City USD, (1990) 731 F.Supp. 947

Management Resources:

HUMANE SOCIETY OF THE UNITED STATES

Catalogue of Publications, 1996

Guidelines for the Study of Animals in Elementary and Secondary School Biology, HE 1079

FEDERAL REGISTER

Rules and Regulations, September 15, 2010, Vol. 75, Number 178, pages 56164-56236

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

WEB SITES:

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

American Society for the Prevention of Cruelty to Animals: <http://www.aspca.org>

Humane Society of the United States: <http://www.hsus.org>

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008, Marysville, California

[Revised: agendized 9-27-16]

Marysville Joint USD

Administrative Regulation Animals At School

AR 6163.2

Instruction

Animals Brought to School for Educational Purposes

All animals brought to school must be:

1. In good physical condition
2. **Current in its** vaccinations against transmittable diseases **and in its immunizations; and**
3. Properly controlled and humanely housed ~~in clean, safe and suitable cages or containers or otherwise appropriately controlled~~ **specifically designed for the species.**

The certification of the vaccinations and immunizations must be provided to the district.

~~Students bringing animals to school must first obtain the consent of the teacher and the parent/guardian.~~

Prior to any animal, other than a guide dog, signal dog or service animal, being brought into any classroom, the principal or designee shall provide written notification to staff and all parents/guardians of students in the affected class or who are reasonably expected to come into contact with the animal in a classroom or confined area. Parents will be asked to verify if their child has any known allergies, asthma, health condition, cultural aversion, or fear that may be triggered or adversely affected by the animal's presence. If any child has any of the aforementioned conditions or aversion that may be triggered or adversely affected by the presence of the animal, other than a guide dog, signal dog or service animal, the Superintendent or designee may not allow the animal in the classroom.

No one shall bring poisonous or wild animals to school. If wildlife specimens are used in a science class, protective gloves and a face shield shall be worn by anyone handling these specimens and the animal's saliva and neurological tissue shall be treated as infectious.

(cf. 5141.22 - Infectious Diseases)

Every reasonable precaution shall be taken to ensure that animals are not teased, abused, mistreated, tormented, or in any manner made to suffer by any person or by any means.

Non-service animals brought to school by students, with permission from the Superintendent or designee shall be taken home the same day as they are brought to school.

Animals brought to school by students shall generally be taken home the same day they are brought to school.

With the consent of the ~~principal~~ **Superintendent** or designee, non-service animals may remain at school longer under the following conditions:

1. The non-service animal shall remain in the classroom only for the number of days needed to achieve the educational goal.
2. The teacher shall provide a plan for the proper care, sanitation, feeding and handling of the **non-service** animal.
3. The teacher shall be responsible for the non-service animal's care in the event of any school closure and may allow students to take class pets home over weekends with their parents'/guardians' permission
4. The teacher shall be familiar with any potential dangers caused by the **non-service** animal and shall give special consideration to any students who have allergies to certain **non-service** animals.

Animals shall not be brought to school on school buses without express permission of the **Superintendent** ~~principal~~ or designee. ~~Such permission shall not be required for seeing eye dogs or service dogs needed by students.~~

(cf. 5131.1 - Bus Conduct)

The purpose of Board Policy 6163.2 and these administrative regulations is not to preclude students from bringing non-dangerous animals to campus on a one-time basis for educational activities such as "show-and-tell." In such circumstances, the Superintendent, or designee, shall have discretion to waive one or all provisions of these regulations to allow household, non-dangerous animals, including but not limited to guinea pigs, gold fish, hamsters, or other such animals generally deemed harmless, onto campus for a limited period of time.

Guide Dogs, Signal Dogs, and Service Animals at School

Individuals with a disability requiring need for a guide, signal or service animals hereinafter referred to as "service animals" have the right to be accompanied on school property or at school sponsored programs or activities by a service animal specially trained for an individual with a disability.

A service animal must be required for the individual with a disability and the service animal must be "individually trained" to do work or a task for the individual with a disability. These tasks may include, but not be limited to, guiding an individual with a disability, alerting individuals with impaired hearing, pulling a wheelchair, or fetching dropped items. The task performed by the service animals must be directly related to the functional limitation of the individual's disability. Service animals are working animals and are not pets.

If it is obvious what service the service animal provides to the individual with a disability, then staff should not make any further inquiries regarding the tasks performed by the service animal (i.e. a guide dog for an individual with impaired vision). Only limited inquiries are allowed by district staff to determine if an animal is a service animal when it is not obvious what service the animal provides and staff may ask only the following two questions:

a. Is the service animal required because of a disability?

b. What work or tasks has the service animal been trained to perform?

"Therapy," "emotional comfort," or "companion" dogs are not service animals and are not covered under the Americans with Disabilities Act. Therapy, emotional comfort or companion animals will be treated as non-service animals, and any person wishing to bring such non-service animal on campus must receive permission by the Superintendent or designee as set forth in this administrative regulation.

When an individual brings a service animal on school property, the individual shall:

- 1. Inform the Superintendent or designee that the service animal is needed as a result of a disability, unless it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability;**
- 2. Inform the Superintendent or designee of the task(s) the service animal has been trained to perform for the individual, unless it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability;**
- 3. Ensure the service animal is properly harnessed or on a leash at all times, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means);**
- 4. Ensure the service animal wears an identification tag, issued by the county clerk, animal control department, or other agency, as authorized by Chapter 3.5 (commencing with Section 30850) of Division 14 of the Food and Agricultural Code, that identifies the dog as a guide dog, signal dog, or service animal;**
- 5. Be responsible for the care, cleanliness and conduct of the service animal at all times. The service animal shall be treated for, and kept free of, fleas and ticks and other pests; be kept clean and groomed to avoid shedding and dander; and be under the user's control at all times;**
- 6. The district is not responsible for the care or supervision of the service animal, such as walking the service animal, or responding to the service animal's need to relieve itself. The owner/handler of the service animal must always carry equipment sufficient to clean up the service animal's waste, immediately remove the waste, and be responsible for the proper disposal of the service animal's waste;**
- 7. The owner/handler of the service animal is liable for any harm or injury caused by the service animal to other students, staff, visitors, and/or property. (Civil Code [54.2](#).)**

The principal or designee shall provide written notification to all parents/guardians of students who attend the class(es) in which a service animal is expected to be regularly present, or who are reasonably expected to come in regular close proximity to a service animal while on campus. Parents/guardians will be advised to notify the principal if their child would be adversely affected by the animal's presence. If the principal or designee determines that a student in the particular class(es) has a health-related condition that would be adversely affected by the presence of a service

animal, the principal or designee shall attempt to accommodate both the individual requiring the service animal and the individual with the health-related condition adversely affected by the presence of the service animal by assigning them, if possible, to different locations within the room or different rooms.

The Superintendent or designee shall not permit the service animal to be on school property or at school-sponsored programs or activities if:

1. The service animal is out of control and the animal's handler does not take effective action to control it; or
2. The service animal is not housebroken.

However, the Superintendent or designee shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises. (Education Code [39839](#); Civil Code [54.2](#); 28 CFR [35.136](#).)

To the extent possible, the service animal shall not exhibit aggressive behavior toward staff, students or any other individuals, may not otherwise pose a direct threat to the health and/or safety of others, and may not be disruptive to the educational environment. Pursuant to 28 CFR [35.104](#), a direct threat is defined as a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

The district assumes no responsibility for any service animal brought on school property or to school-sponsored programs or activities.

The use of service animals must comply with all relevant federal and state laws.

Presence of Animals on School Grounds

Other than for the purposes outlined in the sections above (and with all the requirements met therein), no animals, including pets, may be brought on to school grounds by any individual during school hours or events. This regulation applies regardless of if school is currently in session.

Conditions requiring removal of an animal from school premises:

1. **Injury:** Any animal that causes injury to staff or students must be immediately isolated and removed from the school premises until the situation is resolved. An injury report must be completed and the appropriate medical care must be administered.
2. **Health Issue:** If a student or staff member has an allergic reaction, health problem, or other adverse reaction because of the presence of an animal except service animals, the animal must be immediately removed from the classroom/workspace of the affected individual and removed from school premises until the situation is resolved. Service dogs that cause allergic reactions or other health problems shall be treated according to the section titled "Guide Dogs, Signal dogs, and Service Dogs at School" contained in this Administrative Regulation.

3. Aggression: Any animal, except service animals, that behaves aggressively must be immediately isolated and removed from the school premises. Service animals that behave aggressively shall be treated according to the section titled "Guide Dogs, Signal Dogs, and Service Animals at School" contained in this Administrative Regulation.

Guide Dogs, Signal Dogs or Service Animals in Training

Licensed Trainers of service animals shall have the same rights and privileges under Board Policy 6163.2 and this Administrative Regulation as those individuals with disabilities who have the right to be accompanied by a service animal. (Civil Code 54 et seq. and Business and Professions Code 7200 et seq.)

Apprentices or volunteers who assist in the training of service animals do not have the same rights and privileges as Licensed Trainers or individuals with disabilities who have the right to be accompanied by a service animal.

On a case-by-case basis, and with prior approval from the Superintendent or designee, an apprentice or volunteer may bring a service animal in training on the campus in public and non-public areas. An apprentice or volunteer service animal trainer must be at least 13 years of age. An apprentice or volunteer service animal trainer must submit a written request for permission to bring a training animal onto campus to the Superintendent or designee no less than 10 calendar days before the intended date of the animal's presence on campus. The certified agency must name the district and Board members as additional insureds and carry a minimum of one million dollars (\$1,000,000) of liability insurance holding the district, Board, officers, agents, volunteers and employee harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the acts of the service animal in training.

Prior to receiving permission from the Superintendent or designee to bring a service animal in training on school property or to a school-sponsored program or activities, the apprentice or volunteer trainer of the service animal in training and/or parent/guardian shall do the following:

- 1. Provide information from a training certification agency to the Superintendent or designee establishing the individualized training of the animal and ability of the animal to be in public places.**
- 2. Provide information to the Superintendent or designee establishing that the apprentice or volunteer trainer has received proper individualized training and/or certification to handle, control, train and supervise the animal.**
- 3. Ensure the animal in training is properly harnessed or on a leash at all times and wears an identification tag that identifies the animal as a guide, signal dog, or service animal in training.**
- 4. Complete and sign a release of liability form which shall release the district from any and all liability for damage to persons, premises, or facilities caused by the animal in training. If the apprentice or volunteer trainer is a minor under the age of eighteen (18) years old, the parent/guardian shall complete and sign the release of liability form.**
- 5. Be responsible for the care, cleanliness and conduct of the animal in training at all times. The animal in training shall be under the user's control at all times.**

If the apprentice or volunteer trainer fails to satisfy any of the above conditions, the Superintendent or designee shall not permit the service animal in training to be on school property or at school-sponsored programs or activities.

The principal or designee shall provide written notification to staff and all parents/guardians of students who attend the class(es) in which a service animal in training is expected to be regularly present or who are reasonably expected to come in regular close proximity to a service animal while on campus. Parents/guardians will be advised to notify the principal if their child has any known allergies, asthma, health condition, cultural aversion or fear that may be triggered or adversely affected by the animal's presence. If the principal or designee determines that a student in the particular class(es) has any of the aforementioned conditions or cultural aversions that would be affected by the presence of a service animal in training, the principal or designee may not allow the animal in training in the classroom.

The Superintendent or designee, shall approve only one animal in training per school year at a given school site.

The Superintendent or designee, upon receiving a request from an apprentice or volunteer trainer to bring a service animal in training on school property or to school-sponsored programs and/or activities, shall meet with the student apprentice or volunteer and the parent(s) to discuss expectations, and any limitation to the animal in training being on the campus including length of time and locations on the campus.

If the Superintendent or designee grants permission to the student apprentice or volunteer trainer to bring the service animal in training on school property or to school-sponsored activities, the apprentice or volunteer trainer shall continue to be subject to the conditions stated above. Should the apprentice or volunteer trainer fail to abide by these conditions at any time, the apprentice or volunteer trainer shall be required to remove the service animal in training immediately and not bring the service animal in training back on school property until he or she can demonstrate to the satisfaction of the Superintendent or designee that all conditions are met.

The service animal in training shall not exhibit aggressive behavior toward staff, students or any other individuals, may not otherwise pose a direct threat to the health and/or safety of others, and may not be disruptive to the educational environment.

The district assumes no responsibility for any guide dog, signal dog, or service animal in training brought on school property or to school-sponsored programs or activities. The use of guide dogs, signal dogs, and service animals in training must comply with all relevant federal and state laws.

Regulation MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

approved: March 11, 2008 Marysville, California

[Revised: agendized 9-27-16]



Permission, Waiver, and Release of Liability for Service Animals in Training

In consideration for receiving permission from the Marysville Joint Unified School District (the "District") to bring a service animal in training on school property and/or to school-sponsored programs and activities, I agree to the following and make the following representations:

- * I understand and acknowledge that apprentices or volunteers who assist in the training of service animals do not have the same rights and privileges as Licensed Trainers or individuals with disabilities who have the right to be accompanied by a service animal.
- * I understand, acknowledge, and agree that bringing a service animal in training on school property or to school-sponsored programs and/or activities presents the potential for property damage, death or serious injury, and/or illness to me, my child, students, District employees, and/or other third parties.
- * I understand, acknowledge, and agree that at all times while on school property or at school-sponsored programs and/or activities, I am (or my child is) bringing the service animal in training at my (or my child's) own risk.
- * I hereby certify that my (or my child's) animal is receiving proper individualized training and certification to be a service animal, and I agree to provide information from the training certification agency establishing the individualized training of the animal and the ability of the animal to be in public places.
- * I further certify that I (or my child) have received proper individualized training and/or certification to handle, control, and supervise a service animal in training, and I agree to provide information stating as such.
- * I understand, acknowledge, and agree that my (or my child's) animal shall remain properly harnessed or on a leash at all times while on school property or at school-sponsored programs and/or activities and shall wear an identification tag at all times that identifies the animal as service animal.
- * I understand, acknowledge, and agree that I (or my child) shall be responsible for the care and conduct of the service animal in training including the cleanliness of the animal at all times while on school property or at school-sponsored programs and/or activities to protect the health and safety of others.

Service animals in training must comply with all relevant federal and state laws.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Marysville Joint Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liability, claim, loss, judgment, damage, demand or expense resulting from the service animal's presence on school property and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;

2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of the District's facilities. Applicant further agrees to reimburse the District for all liability, claim, loss, judgment, damage, demand, expense, fine, penalty, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

I understand that I must secure and maintain throughout the term of this waiver the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; and shall not commence performing any portion of the waiver until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this waiver. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

If I am a parent or legal guardian of a student under eighteen (18) years of age, I have read and voluntarily agree that said minor has my permission to bring his/her service animal on school property and/or to school-sponsored programs and activities, and I sign this release of his/her behalf.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF ALL LIABILITY BETWEEN ME AND THE DISTRICT. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL PROVISIONS IN THIS WAIVER AND RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

User of Service Animal in Training	Date
------------------------------------	------

Parent/Legal Guardian Signature	Date
---------------------------------	------

Marysville Joint Unified School District	Date
--	------

Licensed Trainer Signature	Date
----------------------------	------

36