

STATEMENT OF WORK

Project Name:	Boardroom AV Upgrade	Seller Representative:
Customer Name:	Marysville Joint Unified School District	Pat Hein
CDW Affiliate:	CDW Government LLC	866-642-8073
SOW Created Date:	September 11, 2018	pathei@cdwg.com
Version:	2.0	Solution Architect:
		S. Smith

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and Marysville Joint Unified School District ("Customer" and "you").

PROJECT DESCRIPTION

PROJECT SCOPE

Provider will upgrade and install new AV equipment in Customer boardroom.

- Demo of existing A/V system
- Install Extron CrossPoint 82 with processor
- Install two (2) Extron DTP transmitters
- Install two (2) Extron DTP HDMI receiver
- Install Extron TouchLink Pro Controller
- Provide and Install four (4) Electro Voice ZLX12 wall mount speakers
- Provide and Install one (1) Allen Heath QPAC digital mixer
- Provide and Install one (1) Lab Gruopen E10:4 power amplifier
- Provide and Install one (1) Omni Mount RE12 wall rack
- Install nine (9) hardwired Shure conference microphones
- Install two (2) wireless Shure QLX dual channel kit
- Provide and install all necessary speaker cabling
- Provide and install all necessary surface mount raceway
- Install two (2) new projectors in same locations
- Install Customer provided Time clock system with two (2) wall mounted clocks and a master timer controller
- Shoot image to existing screens
- Test all inputs
- Give Customer education on use of system

PROJECT ASSUMPTIONS

1. We assume this project will take 5-7 days to complete.

OUT OF SCOPE

1. Relocation of screens
2. Any electrical work
3. Patching or painting of any kind
4. Providing scissor lift for installation

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$12,412.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table .

Table 1– Services Fees

Project Milestones	Percentage	Fees
Completion of Work	100%	\$12,412.00
Totals	100%	\$12,412.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer for any time Seller's thereby idled or reassigned personnel would have spent on the project (calculated according to the rates specified under Professional Services Fees).
3. Seller may invoice Customer for any additional or different services prompted by Customer's inability to timely provide the Customer Components.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer will secure and maintain the confidentiality of all Seller personnel information.
6. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
7. Both parties have the right to terminate this SOW upon written notice to the other party.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person. The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

MISCELLANEOUS AND SIGNATURES

This SOW shall be governed by that certain Vendor Agreement 100614#CDW between CDW Government LLC and National Joint Powers Alliance effective December 1, 2014 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW is the proprietary and confidential information of Seller, provided however, nothing in this SOW or the Agreement shall prevent Customer from disclosing Seller's proprietary and confidential information to the extent required by law.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____
signature

Name: _____

Title: _____

Phone: _____

E-mail: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Marysville Joint Unified School District

By: _____
signature

Name: Michael Hodson

Title: Asst. Supt. of Business Services

Phone: 530-749-6115

E-mail: mhdson@mjusd.com

Date: _____

Mailing Address:

Street: 1919 B Street
City/ST/ZIP: Marysville, CA 95901

Billing Contact: 1919 B Street
Street: Attention: Bryan Williams
City/ST/ZIP: Marysville, CA 95901

- ☐ A purchase order for payment under this SOW is attached.
☐ A purchase order is not required for payment under this SOW.

Seller Services Manager Beth Wilcox

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
Marysville Joint USD 1919 B Street Marysville, CA 95901	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input type="checkbox"/> Custom Work



1. Introduction

This Statement of Work ("SOW"), effective as of the latter date of execution ("SOW Effective Date"), is entered into between Customer identified in section 2 below, and Palo Alto Networks, Inc., a Delaware corporation located at 3000 Tannery Way, Santa Clara, CA 95054, unless the contracting entity identified below is located outside North America or Latin America, in which case this SOW is entered into by Palo Alto Networks (Netherlands) B.V., located at De Entree 99-197 Oval Tower, 5th Floor 1101 HE Amsterdam, the Netherlands, collectively ("Palo Alto Networks").

The Palo Alto Networks professional services described in this SOW ("Services") are based on Palo Alto Networks' understanding of the current and future tasks related to the deployment of Palo Alto Networks network security solutions into Customer's network and its requirements. The Services provided under this SOW are governed by the Professional Services Agreement https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-professional-services-agreement.pdf.

2. Summary Information

SOW prepared date	9/25/2018
Deployment Location	Marysville, CA
Deployment Region	NAM
Account Location	Marysville, CA United States
Partner Contact: CDW NAM	Name: Pat Hein Phone: 866-457-2941 Email: pathei@dcwg.com
Customer Contact: Marysville Joint Unified School District	Name: Bryan Williams Email: bwilliams@mjud.k12.ca.us
Palo Alto Networks Contact	Name: Professional Services, Operations Email: pso-operations@paloaltonetworks.com

3. Services

Customer is purchasing a set number of professional services consulting days ("PS Consulting Days"), for use at a later date, but in no event, later than six (6) months from the Effective Date of this SOW. There are no pre-defined deliverables as part of the Services provided in this SOW.

4. Assumptions

This SOW was developed with the following assumptions:

- The Services are based on information provided by the Customer or as previously discussed (see Appendix B).
 - Customer will provide agreed upon technical resources and all agreed upon required technical information to complete the Services.
 - Customer is responsible for all device configurations outside of designated Palo Alto Networks' network security solutions.

5. Project Change Request Form Procedure

- A Project Change Request Form ("PCR") may be initiated by either party. The PCR form is attached hereto as Appendix A, and must be filled out and specifically describe the change, the rationale for the change and the effect the change will have on this SOW. A PCR may also be utilized to extend the expiration date of an SOW or purchase additional PS Consulting Days.
- Either party may request a change by sending an email to the other either project manager or Customer contact or to the PSO ops alias pso-operations@paloaltonetworks.com.
- Customer's project manager and the Palo Alto Networks project manager will review the proposed change(s) and recommend it for further investigation or reject it.
- If agreement is not reached within five (5) calendar days of the response to the requested change, the parties may elect to:
 - proceed without the requested change,
 - continue negotiating the change, or
 - escalate to upper management
- Once the change is agreed to, a PCR must be signed by authorized representatives from both parties to authorize implementation of the requested changes. Until a PCR is fully executed by the parties, the Services will continue in accordance with the latest agreed version of the SOW.



6. Responsibilities of the Parties

Palo Alto Networks' Responsibilities
<p>An assigned Palo Alto Networks resource will provide engagement management of the assigned tasks. Palo Alto Networks may provide the following Services as needed:</p> <ul style="list-style-type: none"> • Schedule and conduct preliminary teleconferences and communications with Customer prior to on-site or remote design and implementation activities. • Managing Palo Alto Networks consulting logistics, administration, and communications throughout this engagement. <p>The Palo Alto Networks resource performing the tasks will be Customer's primary technical point of contact</p>
Customer's Responsibilities
<p>In order for Palo Alto Networks to provide the Services, Customer will:</p> <ul style="list-style-type: none"> • Review and discuss Customer's environment and tasks to be accomplished in the time allotted. • Provide a list of contacts that will be a part of the project team. • Provide important dates that may impact project milestones and completion date such as any company wide network change freeze that may affect the project, public holidays, vacations schedules of key stakeholders, company events, etc. • Provide dedicated resource(s) to work with Palo Alto Networks resource(s) and all technical information required to complete the tasks in a timely manner. • Provide all on-site Palo Alto Networks resource(s) with a safe working environment, including a workspace, telephone, internet access, and building badges or passes for physical access within twenty- four (24) hours of onsite arrival. Internet access will allow the Palo Alto Networks resource(s) to communicate with Palo Alto Networks support teams and access to technical resources, should the need arise. • Provide two (2) weeks advance written notice should maintenance window(s) scheduling change. • Agreed upon start dates may be delayed if the above Customer responsibilities are not met. See section 7 below for details.

7. Scheduling

Palo Alto Networks resource(s) work a normal work day of eight (8) hours, and will adhere to the Customer's local business hours. In addition, Palo Alto Networks' resources will adhere to the local Palo Alto Networks office holiday schedule. Any Services performed after hours (8pm to 8am) and on weekends must be approved in advance by Palo Alto Networks management and will be assessed at a rate of 1.5 x per hour worked. For example: if a resource is requested to work after hours for an additional four (4) hours, six (6) hours will be charged against any existing PS Consulting Days or if additional time is needed, a PCR and purchase order will be required to cover the additional time required before exceeding the PS Consulting Days purchased.

If Customer reschedules the Services within two (2) weeks of the start date of the scheduled Services, Customer will be charged two (2) full business days from any existing PS Consulting Days and will be charged for any additional fees related to changes in airline tickets and non-cancellable reservation fees. If additional time is required to cover the cancellation or the rescheduling of the Services a PCR and purchase order will be required to cover the additional costs.

For PS Consulting Days that are to be delivered on-site, services must be scheduled in three (3) day blocks or more, where one (1) day equals eight (8) hours. PS Consulting Days that are to be delivered remotely will need to be scheduled in four (4) hour blocks or more.

Part Name	Quantity
PAN-CONSULT-DAY	11
PAN-CONSULT-CUTOVER-1HR	4
PAN-CONSULT-PRJM-DAY	2
PAN-CONSULT-TE	Referenced in Quote ID: 17610712

**8. Fees**

Payment for the Services are subject to the terms set forth in the agreement by which Customer purchased the Services through Partner.

9. Miscellaneous

- i. Upon the signing of this SOW and receipt of purchase order, a Palo Alto Networks representative will schedule a project kick-off meeting where staffing and project start date will be mutually agreed upon.
- ii. The PS Consulting Days must be utilized within six (6) months from the last signature date set forth below ("SOW Effective Date"). Any hours/days remaining following the six-month period will expire, along with any obligation to deliver any further Services unless otherwise mutually agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the SOW Effective Date.

Marysville Joint Unified School District

Palo Alto Networks, Inc.

Signed: _____

Signed: _____

Print Name: _____

Michael Hudson

Print Name: _____

Title: _____

Asst Supt. of Business Services

Title: _____

Date: _____

10.1.18

Date: _____

**Appendix A – Project Change Request Form****Project Change Request Information- Completed by Palo Alto Networks**

Request Date:		Request Type:		Extension		Change	
Current Project ID:		Current SoW #:					
Company Name:		PCR ID:					
Customer Contact (Requestor):		Phone:					
Palo Alto Networks Project Manager:		Phone:					
Description of Change:							
Impact of Change:							
Issues/Concerns with Request:							
Palo Alto Networks Part Name:							
Additional Travel & Expenses:	\$						

**Appendix B – Related information provided by Customer****Project Initiation**

The Palo Alto Networks Project Manager or Project Coordinator will be the point of contact for all project related matters and liaise with the Customer Project Manager/Lead to provide the following assistance:

Facilitate a Project Kick-off call to:

- Review SOW and project objectives
- Identify project timelines
- Identify contact information for key project personnel in technical roles
- Establish next steps
- Provide email summary to Customer

Project Management

Additionally, the Palo Alto Networks Project Manager will provide the following services as part of the project:

Project plan development

- Identify project timeline, tasks and key dates
- Assist Customer Project Manager with Project Plan development
- Assist Customer Project Manager with Project Plan updates
- Track project milestones

Project status reporting

- Provide project status on a mutually agreed upon interval
- Coordinate project touch points with the customer Project Manager/Lead
- Work with both technical teams to keep up to date

Issue/risk management

- Identify project timeline or issue risks
- Communicate with customer Project Manager/Lead in a timely manner
- Escalate within Palo Alto Networks as required to facilitate resolution

Project closeout

- Review project delivery
- Wrap-up

Platform Migration

Palo Alto Networks Professional Services Engineer(s) will work with the Customer to migrate the security and NAT rule configurations by using a combination of Palo Alto Networks migration tools and human review of the migrated rules and final configuration. Post-migration, the Palo Alto Networks resource will work with Customer to review and verify the migrated configurations and tune where needed to meet Customers' requirements.

Location 1:**Migration Details**

- Number of firewalls: 1
- Types of Systems to be migrated from: Cisco ASA 5545 9.4
- Approximately 200 security rules
- Approximately 110 NAT rules
- Net-new QoS policies for SBAC



- 1 site-to-site IPSec tunnel

Platform Configuration

- Platform: Physical
- HA configuration: A/P
- Deployment as Layer 3 with static routing

Threat Protection

- Antivirus
- Anti-Spyware
- Vulnerability Protection
- WildFire file scanning functionality

GlobalProtect

- GlobalProtect will be deployed using either customer provided certificates, or self-signed certificates depending on customer environment.
- Up to 1 gateways configured
- Up to 1 portal deployed
- On demand mode
- Two-factor authentication
- HIP configurations

Cutover/Logistics

- Work to be completed by a combination of on-site and remote resources
- 1 after-hours cutover of up to 4 hours

Post Cutover support

- Security and NAT rule fine tuning
- Traffic and threat log review
- Firewall health monitoring
- Threat assessment

App-ID

Post-migration of Layer 3/4 ruleset, Palo Alto Networks Professional Services Engineer will assist Customer with conversion of port-based rules to Layer 7/App-ID for well-known applications by performing the first iteration of the App policy creation methodology. Disabling of legacy policies will not be performed.

Location 1:

Port-based rules conversion

- 200 security rules in current environment
- 0 custom app-ID signatures

Cutover/Logistics

- Work to be completed by remote resources
- Work to be completed during primary business hours

User-ID

Install and configure the User-ID agent to read the event logs from the Active Directory (AD) servers. Configure the firewall to



read the user-group information from the AD server. Provide an overview of how User-ID can be used for activity reporting and policy enforcement.

Configuration of User-ID agent for up to:

- 4 domain controllers
- 2 AD domains

Knowledge Transfer

Knowledge transfer will be provided to the customer. Topics can relate to standup, operations, and guidance to transition from Alert-Only to block mode, or default to tighter controls. Knowledge transfer may occur throughout the engagement and not necessarily a single block of time at the end of the engagement.

Out of Scope

The project scope completely covers aspects of configuration specified in the above scope details. Any items not defined in the above scope are out-of-scope for this project including, but not limited to:

- Physical device mounting/powering (rack/stack)
- Custom Signatures
- Application Overrides
- SSL Decryption
- Custom Reporting
- QoS
- Custom DoS Zone Protection Tuning
- Custom Response Pages
- Migration/deployment of devices not listed in this scope

Additional services or a change in scope can be accommodated via a mutually agreed upon and documented Change Control process as defined in this document.

FEATHER RIVER AQMD PROPOSAL SUMMARY FORM

Fiscal Year 2018-2019

The following information must be provided with each project application:

PROJECT TITLE: Replacement of an older and higher emissions school bus with new, low emissions school bus

Agency/Company Name: Marysville Joint Unified School District

Mailing Address: 1919 B Street, Marysville CA 95901

Phone Number: 530-749-6199 Fax Number: 530-741-4112

CONTACT PERSON

Name: Greg Taylor E-Mail Address: gtaylor@mjuds.com

Mailing Address: 1919 B Street, Marysville CA 95901

Phone Number: 530-749-6199 Fax Number: 530-741-4112

BRIEF DESCRIPTION OF PROJECT: Replace one 1995 Thomas School Bus
VIN# 1T75U4B29S1124929

FUNDING

AB134 Funding (Requested): \$ 134,999.99

Other Funding: _____ Source: _____
\$ 30,000 MJUSD Matching Funds

TOTAL PROJECT COST: \$ 164,999.99

SIGNATURE

Signature of Responsible Official: _____
(Original Signature Required/No Photocopies)

Print Name and Title: Michael Hodson, Assistant Superintendent of Business Services

NOTE: Read **Section VIII, Contents of Proposals**, carefully. Detailed project information is required. Incomplete applications will not be accepted. A proposal summary form is required for each separate project. **ATTACH REQUIRED INFORMATION TO THIS FORM** including Statement of Objectives, Background, Project Organization, Work Statement, and Cost Breakdown.

Community Air Protection Program

In response to Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), the Feather River Air Quality Management District is implementing the Community Air Protection Program (CAPP or Program). The Program's focus is to reduce exposure in communities most impacted by air pollution. FRAQMD staff have been working closely with the California Air Resources Board (CARB) on implementation of the CAPP. The FRAQMD would also like feedback from community groups, community members, environmental organizations, and regulated industries on their air pollution concerns within their communities. We welcome and encourage your participation in this effort.

In September 2017, the governor and legislature established an early action component to AB 617 that would use existing incentive programs to get immediate emission reductions in the communities most impacted by air pollution. AB 134 appropriated \$250 million from the Greenhouse Gas Reduction Fund to reduce mobile source emissions (including criteria pollutants, toxic air contaminants, and greenhouse gases) in those communities.

The Feather River AQMD has been allocated \$500,000 of these funds for emission reduction projects in the first year of program funding. These funds will be used to implement projects under the Carl Moyer Memorial Air Quality Standards Attainment Program in accordance with the 2017 Carl Moyer Guidelines and the Community Air Protection Funds Supplement to the Carl Moyer Memorial Air Quality Standards Attainment Program 2017 adopted by CARB in April 2018. The projects should be located in and directly benefit SB 535 and AB 1550 communities. The District will prioritize zero-emission equipment projects.

Community participation will be relied on to inform program outreach and identify projects. From August 14, 2018, to October 15, 2018, you can submit input regarding the funding priorities and project types. Please submit input to fraqmd@fraqmd.org. The District will also be attending community events like the Yuba County Safety & Wellness Fair on September 29th, 2018, to gather community input. Community input and possible projects will be presented to the District Board of Directors at the December 3, 2018 meeting.

For more information on the CAPP, please contact the District at (530) 634-7659 or visit CARB's website: <https://ww2.arb.ca.gov/our-work/programs/community-air-protection-program-ab617>.

Feather River
Air Quality Management District

Request for Proposals:
Blue Sky Grant Program

Allocation of Air District
Motor Vehicle Registration Funds
(AB 2766 and AB 923)

Released on:
August 14, 2018

FEATHER RIVER AQMD PROPOSAL SUMMARY FORM

Fiscal Year 2018-2019

The following information must be provided with each project application:

PROJECT TITLE: Replacement of an older and higher emissions school bus with new, low emissions school bus

Agency/Company Name: Marysville Joint Unified School District

Mailing Address: 1919 B Street, Marysville CA 95901

Phone Number: 530-749-6199 Fax Number: 530-741-4112

CONTACT PERSON

Name: Greg Taylor E-Mail Address: gtaylor@mjud.com

Mailing Address: 1919 B Street, Marysville CA 95901

Phone Number: 530-749-6199 Fax Number: 530-741-4112

BRIEF DESCRIPTION OF PROJECT: Replace one 1991 Thomas School Bus
VIN# 1T75T4B21M1097795

FUNDING

AB2766 Funding (Requested): \$ 0

OR

AB 923 Funding (Requested): \$ 114,999.99

Other Funding: Source:

\$ 50,000.00 MJUSD Matching Funds

\$ _____

TOTAL PROJECT COST: \$ 164,999.99

SIGNATURE

Signature of Responsible Official: _____
(Original Signature Required/No Photocopies)

Print Name and Title: Michael Hodson, Asst. Supt. of Business Services

NOTE: Read **Section VIII, Contents of Proposals**, carefully. Detailed project information is required. Incomplete applications will not be accepted. A proposal summary form is required for each separate project. **ATTACH REQUIRED INFORMATION TO THIS FORM** including Statement of Objectives, Background, Project Organization, Work Statement, and Cost Breakdown.

I. PURPOSE

The Feather River Air Quality Management District (District) requests proposals for the Blue Sky Program. The Blue Sky Program encompasses the annual AB 2766 and AB 923 funding for Yuba and Sutter counties. The District is requesting proposals for projects or programs that will reduce emissions from motor vehicles and assist in meeting the requirements of the California Clean Air Act.

The AB 2766 allocation seeks projects and programs that will:

- 1) Reduce air pollution emission from motor vehicles, or
- 2) Implement transportation control measures (TCMs), or
- 3) Establish public education programs that support and do not duplicate any of the District's efforts.

The District has approximately \$250,000 available from the AB 2766 fund.

The AB 923 allocation may fund the following project types:

- 1) Replacement of a diesel fueled school bus with a new school bus, or
- 2) The replacement of natural gas fuel tanks for school buses, or
- 3) CNG refueling infrastructure maintenance for school buses, or
- 4) Diesel school bus retrofits, or
- 5) Other programs as identified in the statute such as accelerated vehicle retirement or repair programs.

The District has approximately \$300,000 from the AB 923 fund.

Entities with proposals that are selected for either full or partial funding must enter into contracts with the District setting forth performance criteria. Public and private entities are eligible to apply either individually or in combination for this funding. All proposals will be evaluated to ensure they result in a public benefit.

Credits for emission reductions from a project or program funded by AB 2766 and AB 923 funds are not transferable and may not be used as emission offsets. They may be used to meet the emission reductions mandated for the District by the California Clean Air Act and the Federal Clean Air Act Amendments.

II. BACKGROUND

Sections 44220 through 44247 of the Health and Safety Code (AB 2766) authorize air pollution control districts to impose a \$2 to \$4 motor vehicle registration fee to provide funds for air districts to meet new responsibilities mandated under the California Clean Air Act. The District has set the fee at \$4 per registered motor vehicle.

The California Health and Safety Code states that the fees collected shall be used to support District operated planning, monitoring and enforcement and technical studies necessary to implement the California Clean Air Act. Three additional uses allowed are: 1) to support programs that reduce air pollution from motor vehicles; 2) to support implementation of transportation control measures by a council of governments, regional agency, or local agency; and 3) to meet the requirements of

Government Code section 65089 (Congestion Management Programs). The District Board determines what amount of AB 2766 fees are to be budgeted to fulfill the District's requirements for implementing the California Clean Air Act, and what amount will be allocated to fund motor vehicle emission reduction projects that will further the District's goals and are proposed and administered by other entities. The budget allocation may vary from year to year based on available funding, legislative mandates and District priorities. See Chapter VII (Allocation Policies) for specific policies adopted by the District Board.

Section 44225 of the Health and Safety Code (AB 923), amended in 2004, authorized air pollution control districts to increase this motor vehicle registration fee to \$6 per registered vehicle. The District Board of Directors approved Resolution 2005-13 in December 2005, which allowed the District to collect the additional \$2 motor vehicle registration fee. The fee increase provides funding for specific types of clean air projects, including the new purchase of school buses pursuant to the Lower Emission School Bus Guidelines (LESBP) developed by the California Air Resources Board (CARB). Effective January 1, 2012, AB 462 and AB 470 authorized the AB 923 fee to be used to fund three new project categories: natural gas fuel tank replacements, refueling infrastructure maintenance, and school bus retrofit projects. AB 462 and AB 470 require the new funding sources to be implemented pursuant to the LESBP. CARB's mail-out MSC 11-37 contains the LESBP Guideline Revisions for the expanded funding opportunities for AB 923. The Carl Moyer Program 2017 Guidelines include the funding of school bus replacements as a project category. School bus replacement projects funded using the Carl Moyer 2017 Guidelines must be in compliance with all local, state, and federal rules and regulations but there is no age requirement for the school bus to apply.

A committee has been established to recommend to the District Board the allocation of the fees. The committee ranks proposed projects and programs based on the evaluation criteria in Section V. The District Board may reject or approve the recommendations from the committee or refer the recommendations back to the committee for reconsideration with the District Board's comments.

III. PROJECT TERM

The term for AB 2788 projects shall be from January 1, 2019 to December 31, 2019. Multiple-year or phased projects may apply each year for the next year's funding. Exceptions to this policy may be made at the discretion of the Committee with the approval of the District Board.

The term for AB 923 projects will be in accordance with the LESBP Guidelines or the Carl Moyer 2017 Guidelines.

IV. ELIGIBLE PROJECTS

Projects or programs eligible for AB 2766 funding include projects that implement transportation control measures (TCMs). More specifically, any program or project that would result in reductions of emissions from motor vehicles, reductions in vehicle miles traveled or reductions in vehicle trips, or a public education/awareness program that supports any of the above programs.

Below are some examples of projects and programs that could be funded by AB 2766 funds. They are not listed by priority and additional innovative projects are encouraged.

- Traffic Flow Improvements (Not all traffic flow improvements are considered TCMs)
- Public Transit
- Rideshare – Carpool – Vanpool Programs
- Park and Ride Lots
- Bicycling and Pedestrian Programs
- Trip Reduction Programs
- Publicly accessible Electric/Plug in Vehicle Charging stations
- Fleet Operator Alternative Fuels Projects (i.e. CNG/LNG/LPG)
- Alternative Fuel Infrastructure
- Public Education – Awareness Projects
- Auto Buy Back Programs

Projects that may apply for AB 923 funding include new purchase of school buses, school bus retrofit projects, school bus natural gas fuel tank replacements, school bus refueling infrastructure maintenance, and other project types as defined in the statute. Projects must be eligible under either the Lower Emission School Bus Guidelines¹ or the Carl Moyer 2017 Guidelines².

V. EVALUATION CRITERIA

AB 2766 projects will be evaluated using the following criteria:

A. Project Benefit

The project benefit will be evaluated based on:

1. The cost effectiveness of quantifiable mobile source emission reductions for each non-attainment pollutant or its precursor,

Or

2. If quantifiable emission reductions are not easily derived, the extent to which the project advances or supports transportation control measures, reduces motor vehicle trips or vehicle miles traveled, or other transportation related goals of the District's Clean Air Plans.

B. Development and Implementation of Clean Air Plans – Applies to projects that apply emission reduction measures and strategies included in the District Air Quality Attainment Plans. The District Air Quality Attainment Plans are available on our website www.fraqmd.org or at the District office.

C. Leveraging Funds – Applies to projects that have co-funding from other sources, particularly if leveraging funds will result in increased cost-effectiveness. Projects with co-funding should include a letter of support or other demonstration of co-funding.

D. Demonstration and Introduction of New Technology – Applies to projects that develop, demonstrate, and introduce new technologies.

¹ <https://www.arb.ca.gov/msprog/schoolbus/schoolbus.htm>

² <https://www.arb.ca.gov/msprog/moyer/moyer.htm>

E. Broad Application – Applies to projects with concepts that are easily copied or applied to other areas, government agencies, or private businesses.

F. Public Benefit – Projects should be available to the public or provide an air quality benefit to public spaces.

G. Other Desirable Factors:

- Rapid results
- Regional distribution
- Creative/innovative
- Database development
- Low administrative costs
- Increased public awareness
- Coordination with projects funded by other air quality improvement funds
- Co-benefits such as reducing toxic air contaminants or greenhouse gases.

Projects that are not funded and those projects that are only partially funded may be placed on a list for future funding. The District Board may direct that funds allocated for projects for which no contract was completed within the allotted time be allocated to the next project(s) on the established list.

AB 923 projects will be evaluated based on age of the existing school bus to be replaced, geographic distribution of funding, previous grant awards, cost-effectiveness, and/or other factors as determined by the District Board.

VI. ALLOCATION POLICIES ESTABLISHED BY THE FRAQMD BOARD OF DIRECTORS

The District Board has adopted the following policies regarding allocation of funds from Vehicle Registration Fees:

- 1) The District Board shall emphasize allocation of funds proportionate to the population distribution between the Yuba and Sutter counties and cities. However, the Board may, depending on the value of a project, allocate the funds as determined to be most beneficial.
- 2) The amount of funding available for public education programs shall be limited to five percent (5%) of the total available funds, as approved in the District budget. Public education programs are those that educate the public as to air quality relevant issues, such as bicycling education.
- 3) Ten percent (10%) of the total available funds shall be set aside as “reserve” funding.

VII. TENTATIVE SCHEDULE

RELEASE OF REQUEST FOR PROPOSALS	August 14, 2018
PROPOSALS DUE	October 15, 2018
DISTRICT REVIEW AND EVALUATION	October 2018
POLICY/FINANCE COMMITTEE MEETING	November 2018

RECOMMENDATIONS TO DISTRICT BOARD	December 3, 2018
CONTRACTS SIGNED FOR PROJECTS APPROVED BY BOARD	January 2019

VIII. CONTENTS OF PROPOSALS

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format may result in elimination from proposal evaluation at the District's discretion.

AB 2788

All proposals shall be submitted on white paper and stapled (not bound). The maximum acceptable length is ten (10) 8 ½" x 11" sheets of paper in addition to the Cover Letter and Proposal Summary Form. These ten sheets may be printed on both sides. Technical appendices of no more than twenty (20) 8 ½" x 11" sheets of paper, including information on project proponent's past projects and experience, may be attached. If the proposal will exceed these lengths, approval must be obtained prior to submittal. No videos will be accepted.

Some proposals may be reduced in scope and/or funding level so that a greater number of proposals may be approved. Proposals should be presented in segments, so portions of a proposal may be easily approved for funding. The Committee may recommend to the District Board only a portion of the scope of work and funding requests. In that case, the proponent may be requested to submit a revised work statement, schedule of deliverables, and cost breakdown.

An AB2766 proposal shall include the following documents:

1. Cover Letter – Must include the name, address, telephone number and contact person for the project proponent, and be signed by the person or persons authorized to represent the proposing entity. For proposals from more than one entity, a letter of support or memorandum of understanding from all proposing entities must be included.

2. Proposal Summary Form – The "Proposal Summary Form" is included as page 16 in this RFP and must be completed in full and attached to the proposal immediately following the Cover Letter. Provide basic information indicated, including a brief project overview in the space provided.

3. Statement of Objectives – Identify the objective(s) of the proposal and describe the scope of work of the proposed project. This section shall clearly state the estimated emission reductions, vehicle miles traveled (VMT) reductions, vehicle trip reductions, or persons served. The calculations and assumptions necessary to derive and support these estimates shall be included in the technical appendix. Additional information for specific project types is listed below:

A. CLEAN FUEL VEHICLES/INFRASTRUCTURE PROJECTS

The Clean Fuel Vehicle/Infrastructure category includes the following types of projects:

- Purchase of new OEM low-emission on- road cars, trucks and buses.
- Repowering or retrofitting existing on- road vehicles with cleaner engines or other low-emission technology
- Alternative Fuel Infrastructure (CNG, LNG, Electric Vehicle Charging Stations)
- Electric Vehicles

Project Requirements:

- i. All new vehicles must be Original Equipment Manufacturer (OEM) and the vehicles (or any conversion kit) must be certified by the California Air Resources Board to be cleaner than the standard (base) gasoline or diesel vehicle.
- ii. The alternative fuel must be certified by the California Air Resources Board to be cleaner than the standard fuel used in the base vehicle.
- iii. Electric vehicles must meet all state and federal standards for on-road operation.
- iv. Submit copies of the manufacturer's descriptive literature that includes the engine make and series, certification standard, and a picture of the proposed vehicle.
- v. Provide the estimated project life in years.
- vi. Discuss the short term versus long term objectives of the proposed project.
- vii. Describe any regional benefit that can be expected. How will this benefit be obtained?
- viii. Provide an estimate of annual vehicle miles traveled, including any assumptions used.
- ix. What is the incremental cost of the project (cost difference between the conventionally fueled vehicle and the low emission vehicle)?
- x. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

B. ALTERNATIVE TRANSPORTATION PROJECTS

Applications must include detailed project descriptions and the following information:

TMA or Employer Based Rideshare Incentive Program

- 1) Provide short term versus long term goals and objectives of the proposed project.
- 2) Explain how the program will encourage alternative commute modes.
- 3) Explain the type of mode shift that is encouraged and why.
- 4) Estimate the number of employers/employees to be served by the program.
- 5) Does the program have an evaluation or monitoring element to determine participation or effectiveness of the program over time? If so, please explain.
- 6) Describe in detail any physical changes/additions to existing or new facilities proposed to implement the project.
- 7) Provide an itemized list of equipment, materials or services to be purchased and the proportion of the cost of each item to be funded by the District.
- 8) Provide the estimated project life.
- 9) Provide an estimate of the VMT reductions expected, including any assumptions used.
- 10) Describe any regional benefit that can be expected. How will this benefit be obtained?
- 11) If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

Bicycle/Pedestrian Facilities

- 1) Provide a detailed project description including vicinity and a detailed project map, major origins and destinations to be served by the project, and any existing and proposed bicycle/pedestrian routes effecting the proposed project if applicable.
- 2) State short term versus long term goals and objectives of the proposed project.
- 3) Estimate the type and number of users of the proposed facility (commuter vs. recreational).

- 4) Does the project implement or is it consistent with an approved bikeway/transportation/air quality plan?
- 5) Provide an itemized equipment, materials, and services list to be purchased and the proportion of the cost of each item to be funded by the District.
- 6) Provide an estimated project construction schedule and completion dates.
- 7) Provide the estimated project life.
- 8) Describe any regional benefit that can be expected. How will this benefit be obtained?
- 9) Provide an estimate of the VMT reductions expected, including any assumptions used.
- 10) If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

Develop/Update/Revise Planning Documents for Air Quality

- 1) Provide a detailed project description including any consultants involved in the project.
- 2) State short term versus long term goals and objectives of the proposed project.
- 3) Provide an estimated project schedule and completion dates.
- 4) Provide an itemized list of equipment, materials and services and the proportion of the cost for each item to be funded by the District.
- 5) Provide the estimated project life.
- 6) Describe any regional benefit that can be expected. How will this benefit be obtained?
- 7) If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

C. TRANSIT SERVICES

Applications must include detailed project descriptions and the following information:

- 1) Provide the proposed number of buses and passenger capacity.
- 2) Establish New or Expand/Maintain Existing Transit Services/Programs or Related Promotional Activities
- 3) Estimate the number of passengers per trip.
- 4) What is the fuel type? (CNG, diesel, other).
- 5) Submit copies of the manufacturer's descriptive literature that includes the engine make and series, certification standard, and picture of the proposed vehicle.
- 6) Provide a map of the proposed route.
- 7) Provide a route schedule.
- 8) Show connections to other bus systems.
- 9) What is the gross vehicle weight?
- 10) Provide the daily VMT per bus.
- 11) Provide the estimated project life.
- 12) State short term versus long term goals and objectives of the proposed project.
- 13) Provide an estimate of the VMT reductions expected, including any assumptions used.
- 14) Describe any regional benefit that can be expected. How will this benefit be obtained?
- 15) If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a copy of the final report

(or a detailed status report if project is not completed) on the previously funded project. Were the stated objectives achieved or not?

Vanpool/Shuttles

- 1) Provide the vehicle capacity.
- 2) Provide number of van pools/shuttles.
- 3) Provide the proposed route schedule.
- 4) Provide a map of the route.
- 5) What is the fuel type? (CNG, gasoline, diesel, other).
- 6) Estimate the daily VMT per van/shuttle.
- 7) Submit copies of the manufacturer's descriptive literature that includes the engine make and series, certification standard, gross vehicle weight and picture of the proposed vehicle.
- 8) Provide the estimated project life.
- 9) State short term versus long term goals and objectives of the proposed project.
- 10) Provide an estimate of the VMT reductions expected, including any assumptions used.
- 11) Describe any regional benefit that can be expected. How will this benefit be obtained?
- 12) If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

D. PUBLIC EDUCATION/INFORMATION

Applications must include detailed project descriptions and the following information:

- i. Indicate target audience and describe the message to be delivered.
- ii. State short term versus long term goals and objectives of the proposed project.
- iii. Describe how the message targets specific behavioral changes to reduce emissions.
- iv. Does the project have an evaluation component analyzing if and how well the message was received?
- v. Provide an estimate of the VMT reductions expected, including any assumptions used.
- vi. Will surveys be used to document the change in trips reduced and VMT? If yes, please explain.
- vii. Estimated the number of individuals to be served by the program.
- viii. Provide the estimated project life.
- ix. Describe any regional benefit that can be expected. How will this benefit be obtained?
- x. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

4. Funding Request – Describe the funding amount requested. Include total project costs, including but not limited to the following:

- Total project costs.
- Indicate estimated costs by task.
- All sources of funds, including the Blue Sky funds, plus all direct and in-kind (non-dollar) contributions and their source.

- An itemized list of equipment to be purchased and the proportion of the cost of each piece of equipment to be funded by Blue Sky funds. The intent of this program is to fund only that portion of the equipment's cost that is related to the provision of an air quality benefit (e.g., the District may fund the cost of labor and add-on equipment to convert a vehicle to run on a clean alternative fuel but may not fund the base price of the vehicle).
- The names of all subcontractors, plus their hourly or daily rates of compensation and the number of hours their services will be utilized. If subcontractors are not identified, provide an estimate of their rates of compensation and number of hours or days the subcontractors' services will be utilized.

It is recommended that proposals include alternative funding levels in case the Committee cannot fully fund the proposal.

5. Background – Provide a description of the project proponent and an explanation of its need for funding for the proposal. If sub-contractors are to be used on the project, identify them and state their qualifications. If sub-contractors have not yet been identified, state the specific qualifications that they must meet.

6. Project Organization – Describe the project proponent's proposed management structure, any program monitoring procedures, the organization of the contractor, and the facilities available for the proposal.

7. Work Statement – Describe separately each phase of the work to be performed. List and describe tasks within each phase of work. State the sequence of work activities, including starting and completion dates. Include all relevant information regarding (a) the technology involved in the project and (b) the parties involved in the project. NOTE: The work statement, subject to modification by the Committee, will be attached to the contract for successful applicants.

Projects will normally be reimbursed on a quarterly basis for work completed. Exceptions can be made for projects requiring startup funds and more frequent reimbursement, but the need for an exception must be documented in the proposal.

8. Letters of Support from Other Agencies/Entities – Please do not include letters of support from other public agencies or private entities unless they are co-sponsors of the project as described in the section VIII.1 on Cover Letters (above). Letters from agencies that are not co-sponsors of the project will not be considered during project ranking.

An AB923 proposal shall include the following:

1. General Applicant Information

- i. School Bus Database Contract Information
- ii. Applicant Type (school district, JPA, or private transportation agency)
- iii. Applicant Name
- iv. Applicant Address
- v. Applicant City
- vi. Applicant Zip Code
- vii. Date Contract Signed
- viii. Date of Contract Completion (when applicant/vendor is reimbursed for a completed project)
- ix. Applicant Contact Person Name
- x. Applicant Contact Person Title
- xi. Applicant Contact Person Phone Number
- xii. Applicant Contact Person Fax Number
- xiii. Applicant Contact Person E-mail Address
- xiv. Number of buses to be replaced
- xv. Number of buses to be retrofitted

2. If Applying for School Bus Replacement Provide Information on Old Bus

- i. Bus Identification Number
- ii. Vehicle Identification Number
- iii. Bus Manufacturer
- iv. Bus Model
- v. Bus Model Year
- vi. Engine Serial Number
- vii. Engine Manufacturer
- viii. Engine Model
- ix. Engine Model Year
- x. Engine Displacement
- xi. Bus Type: C/D/Special Needs
- xii. Gross Vehicle Weight Rating (GVWR) (should be greater than 14,000 pounds)
- xiii. Fuel Type: CNG, Diesel, Electric, Gasoline, Propane
- xiv. License Plate Number
- xv. Current California Highway Patrol Bus Safety Certificate plus previous two years (CHP 292 Form, etc)
- xvi. Copy of current DMV registration
- xvii. Bus Disposal Method
- xviii. Bus Storage Address
- xix. Bus Storage City
- xx. Bus Storage Zip Code

3. Information on the New Buses Being Purchased:

Note: Effective January 12, 2015, the maximum emission criteria for new buses is 0.20 g/bhp-hr NOx and 0.01 g/bhp-hr PM.

- i. Bus Identification Number (if available)
- ii. Vehicle Identification Number (if available)

- iii. Bus Manufacturer
- iv. Bus Model
- v. Bus Model Year (should be 2007 or newer)
- vi. Engine Serial Number (ESN) (if available)
- vii. Engine Manufacturer
- viii. Engine Model
- ix. Engine Model Year (should be 2007 or newer)
- x. Engine Displacement
- xi. Bus Type: C/D/Special Needs
- xii. Gross Vehicle Weight Rating (GVWR) (should be greater than 14,000 pounds)
- xiii. Fuel Type: Hybrid-Electric, CNG, Diesel, Electric, Propane
- xiv. Executive Order Showing Emission Certification
- xv. Purchase Order Date
- xvi. Date of Bus Delivery
- xvii. Bus Price

4. If partially funded by other source, provide

- i. Date Air District/Implementing Agency Reimbursed the School District/Vendor
- ii. Match Funding Amount
- iii. Match Funding Source
- iv. Amount funded by 07/08 LESBP bond funding
- v. Amount funded by LESBP interest earned on bond funding

5. If Applying for Fueling Station Provide the Following

- i. School Bus Database Fueling Station Information
- ii. New Fueling Station Funded: Yes/No
- iii. Cost of Fueling Station
- iv. Number of Buses that Fueling Station would serve
- v. Operational Date
- vi. Fueling Station Address
- vii. Fueling Station City
- viii. Fueling Station Zip Code

6. If Applying for Retrofit Provide the Following

- i. Bus Identification Number
- ii. Vehicle Identification Number (should be a unique number in database)
- iii. Bus Manufacturer
- iv. Bus Model
- v. Bus Model Year
- vi. Engine Serial Number (ESN) (should be a unique number in database)
- vii. Engine Manufacturer
- viii. Engine Model (Air District staff must check if the Level 3 Retrofit Device chosen by the applicant is verified for this bus engine – Check Executive Order on ARB web site)
- ix. Engine Model Year (1993 or newer)
- x. Engine Displacement
- xi. Bus Type: C/D/Special Needs
- xii. Gross Vehicle Weight Rating (GVWR)
- xiii. License Plate Number

- xiv. Fuel Type: CNG, Diesel, Electric, Propane
- xv. Did CHP inspect the retrofitted bus after the retrofit was installed: Yes/No (the retrofitted bus must be inspected post-retrofit installation and before returning to service AND the Air District must have a copy of the inspection documentation [either Form 343 or 343A] in the Air District files)
- xvi. Cumulative Mileage
- xvii. Bus Storage Address
- xviii. Bus Storage City
- xix. Bus Storage Zip Code
- xx. School Bus Database Level 3 Retrofit Devices being Purchased
- xxi. Level 3 Retrofit Device Manufacturer and Name of Device
- xxii. Cost of Level 3 Retrofit Device (including tax and installation)
- xxiii. Cost of Additional Expenses (infrastructure, cleaning, data-logging)
- xxiv. Infrastructure Cost
- xxv. Cleaning Cost
- xxvi. Data-logging Cost
- xxvii. Purchase Order Date
- xxviii. Retrofit Device Dealer/Installer
- xxix. Retrofit Installation Date
- xxx. Amount funded by 07/08 LESBP bond funding
- xxxi. Amount funded by LESBP interest earned on bond funding
- xxxii. Date Air District/Implementing Agency Reimbursed the School District/Vendor

The Proposal Summary Form should also be included for AB 923 proposals.

IX. SUBMISSION OF PROPOSALS

All proposals must be submitted according to specifications set forth in Section VIII – Contents of Proposal and this section. **Failure to adhere to these specifications shall be cause for rejection of proposal.**

Signature – All proposals shall be signed by an authorized representative.

Copies – The project proponent shall submit **2 complete copies** of the AB 2766 proposal or one copy of the AB 923 proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the proponent.

Due Date - All proposals are due no later than **5:00 p.m., October 15, 2018**, and shall be delivered to:

Feather River AQMD
541 Washington Avenue
Yuba City, CA 95991

Late proposals *will not* be accepted.

Grounds for Rejection – A proposal shall be rejected if:

1. It is received at any time after the date and time set for receipt of proposals, or
2. It is signed by an individual not authorized to represent the project proponent.

Applicants should contact the District at (530) 634-7659 ext 210 if they have any questions regarding this program.

Disposition of Proposals – The District may reject any or all proposals. All proposals become property of the District.

Modification or Withdrawal – Once submitted proposals may not be altered without the prior written consent of the District. All proposals shall constitute firm offers and shall not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

X. AUDIT PROCEDURES

Any entity which receives AB 2766 funding shall be subject to an audit of each program or project funded. The audit shall be conducted by District staff or by an independent auditor selected by the District. Any entity which receives AB 923 funding shall be subject to an audit by the District or by an independent auditor selected by the District, as well as CARB, as outlined in the LESBP Guidelines and the Carl Moyer 2017 Guidelines.

Upon the completion of an audit, the District shall make the audit available to the public and to the proponent upon request. The District shall review the audit to determine if the monies were used for the reduction of air pollution from motor vehicles pursuant to the California Clean Air Act of 1988 and the District's Air Quality Attainment Plans.

XI. CONTRACT PREPARATION

Proponents whose projects are selected for funding must enter into a written contract with the District as a condition of receiving funds. Contract preparation shall begin immediately upon approval of projects by the District Board and shall be reviewed and approved for legal form by the District Counsel.

The contract may include, at the District's discretion, provisions requiring the proponent to carry insurance in amounts and coverage deemed adequate by the District and to indemnify the District and its officers, employees, and agents against all liabilities arising from the proponent's acts or omissions. It also may require adequate record keeping and include requirements for monitoring and reporting by the proponent. The District reserves the right to conduct a fiscal audit to ensure appropriate expenditure of Blue Sky funds.

After the District Board approves a project for funding, the District shall present the project proponent with a contract, and the proponent shall sign and return the contract to the District within 30 days. Failure to do so may release the funding for other projects, at the Board's discretion.

CHARTER
OF THE
MARYSVILLE CHARTER ACADEMY FOR THE ARTS:
A CALIFORNIA PUBLIC CHARTER SCHOOL

5-Year Renewal
(7/1/19-6/30/24)

1. Educational Program

The Charter School is designed to be a secondary level school for students in grades seven through twelve. Its curriculum will emphasize instruction in literary, visual, and performing arts. Students will receive instruction in the core subject areas of English, math, science and social science as well as specialized instruction in a wide variety of the arts. Instruction in the core subject areas will be interdisciplinary, thematic and integrate the arts whenever feasible.

Instruction in all subject areas will primarily be through Project Based Learning. Project Based Learning is an innovative model for teaching and learning that focuses on the central concepts and principles of a discipline, involves students in problem-solving investigations and other meaningful tasks, allows students to work autonomously to construct their own knowledge and culminates in realistic products, demonstrations and presentations. Project Based Learning is a natural method for teaching the creative arts. Core subject areas will also be taught primarily through Project Based Learning. Assessment of students in all subject areas will focus on the products, portfolios and presentations created by students while including traditional evaluation methods when appropriate.

Students will learn to use and apply appropriate technology throughout the academic and creative arts curriculum. They will be taught how to operate computers and be expected to utilize computer applications effectively throughout their project based learning program. A student laptop computer checkout program will encourage students to be “anytime, anywhere learners.” Students will also learn how to use other appropriate technology in all classes, from hand tools to digital cameras.

High school students will be expected to identify and develop a specific area of study within the field of creative arts. They will create an academic and career plan that includes current and future studies and applications in their area of specialty. Student academic plans will include activities that extend learning beyond the walls of the classroom and into the community.

The Charter School will serve as a vehicle for school and community connection. Charter school students will be expected to participate in local artistic endeavors such as music, dance and dramatic presentations. Students will also be expected to provide service to the community in support of artistic endeavors in schools and community organizations. Local artists will be able to teach and share their expertise in all fields of art including traditional and ethnic arts. All local ethnic populations will be encouraged to participate in all aspects of the school. Strong connections with local colleges, universities, businesses and other community partners will be established for the purpose of mutual benefit.

The Charter School will create a structure and environment for students to be able to become autonomous, cooperative and creative learners, ready for the 21st century. Students will be expected to develop skills for productive work and learn how to integrate them into lifelong learning.

2. Measurable Pupil Outcomes

Students of the Charter School will demonstrate the following skills upon promotion and graduation:

- **CORE ACADEMIC SKILLS**

Appropriate age or grade-level mastery of:

1. Language Arts: Students will demonstrate strong reading, writing, listening, speaking, and presentation skills, in multiple forms of expression (e.g. written, oral, multimedia), with communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures.
2. Mathematics: Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects which the staff and Board deem appropriate.
3. History/Social Science: Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.
4. Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and earth sciences.

5. World Language: Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least one language in addition to their native tongue. Students will understand key aspects of the culture, both past and present, of the second language.
6. Underlying and utilized throughout each of the above subject areas will be other core skills such as:
 - a. Critical thinking skills, e.g. problem-solving, analyzing, and applying knowledge)
 - b. The ability to effectively use technology
 - c. Creative expression through various forms of the arts, e.g. music, visual/studio arts, drama, and dance
 - d. Knowledge of pertinent issues of health and the development of physical fitness

- **LIFE-LONG LEARNING SKILLS**

Students will develop skills which will enable them to pursue their own path of learning throughout their adult lives, including:

1. Study skills and habits, e.g. note-taking, library research skills, studying strategies
2. Ability to plan, initiate and complete a project
3. Ability to reflect on and evaluate one's own and others' learning

- **SOCIAL/INTERPERSONAL SKILLS**

Students will demonstrate:

1. Strong citizenship and leadership skills by planning and implementing projects in service to the school and greater community
2. Ability collaborate and work effectively with others in cooperative groups

- **LIFE SKILLS**

Students will develop skills necessary for a healthy adult life, including:

1. Personal financial management skills, e.g. budget development, balancing check books)
2. Job readiness and career development skills, e.g. developing resumes, job internship skills

3. Higher education continuance skills, e.g. college applications, financial aid forms

These student exit outcomes will be further subdivided into a list of specific skills required in each of the above areas at different grade and skill levels. These specific grade and skill-level standards and graduation requirements will incorporate those included in the District board policy, administrative regulations, standards and the California State content and performance standards. The minimum course of study for a Charter School high school diploma may differ slightly from the minimum course of study for a comprehensive school diploma, as determined by board policy or district administrative regulations. Students wishing to enroll in a public university in California will have the opportunity to pursue a course of which meets the "A-F Requirements." In addition to attaining specific content area and grade/skill-level standards, students will also demonstrate their overall progress toward promotion and graduation readiness through a series of benchmark performances at various points throughout their experience at the Charter School. Benchmarks will primarily be demonstrations of knowledge thorough portfolios and public exhibitions on at least a yearly basis and acceptable performance on these benchmark portfolios will equate to completion of a senior project required by the District.

In order to best serve our students and community, the Charter School will continue to examine and refine its list of student outcomes over time to reflect the school's mission and any changes to state or local standards that support such mission. The Charter School will submit to the District board at any time prior to expiration of the charter, a description of any changes to the above student outcomes as an amendment of the charter. The District board agrees to hear and render, where appropriate an amendment decision pursuant to the timelines and processes as specified in the Education Code Section 47605(b).

The Board will set yearly performance goals for students that clearly reflect excellence and continuous progress in all areas of assessment. At a minimum, students in the Charter School will perform as well or better than students in comparable grades in the District on the SAT9 and other STAR tests required by the State of California and other performance indicators adopted by the District. Student attendance and numbers of graduates working or enrolled in college will match or exceed those for comparable grades in the District. Drop out rates will be lower than those for District students. Performance standards and assessments for students with special needs or limited English proficiency will be adapted as appropriate to their Individual Education Plans or English proficiency levels.

3. Methods to Assess Pupil Progress towards Meeting Outcomes

Charter School students will be assessed in each of the **CORE ACADEMIC, LIFE-LONG LEARNING AND LIFE SKILL** areas by a combination of ongoing authentic assessments end of course tests adopted by the District, standardized tests, including the Stanford 9 Achievement Test and any appropriate District tests. Authentic assessments will include demonstrations, products, portfolios, presentations and public exhibitions. High school students will be required to complete the minimum course of study necessary for a District high school diploma, including a Senior Project, and must pass the required state proficiency or high school exit exams and any additional District assessments.

Students of the Charter School will be assessed in the **SOCIAL/ INTERPERSONAL SKILL** area upon completion of at least one community service project and at least two cooperative group projects that they have designed and implemented, documenting their work in a portfolio and presenting it for evaluation by the public in a community exhibition.

All Charter School students will demonstrate “academic mastery” in all of the core academic areas. For non-special needs and non-limited English language learners (ELL) students, “mastery” will be defined as grades of C or better on all culminating academic portfolios and exhibitions. Portfolios and exhibitions will be assessed according to schoolwide rubrics and District adopted standards, with input from teachers across all content areas and outside community members. “Mastery” for special needs and ELL students will be defined appropriately according to their Individualized Education Plans and English proficiency levels.

The following chart outlines how each exit outcome aligns with the curricula used to teach to it and how each outcome is assessed:

Exit Outcomes	Curricula	Assessment
Core Academic Skills	IP, SBC, CG, CI, CC	P, E, GC, DA, SST, OTA
Life-long Learning Skills	IP, SBC, CG, CI, CC	P, E, GC, DA, OTA
Social/Interpersonal Skills	IP, CG, CU, CC	P, E, GC, OTA
Life Skills	IP, SBC, CG, CI, CC	P, E, GC, OTA
Key	IP = interdisciplinary project SBC = skill-building classes CG = cooperative group work CI = community internship CC = college classes	P = portfolio E = exhibition GC = graduation committee DA = District assessment SST = state standardized test OTA = ongoing teacher assessments

4. Governance Structure of the School

The Board of the District shall serve as the Board for the Charter School. Positions on the Board shall be filled through public election in accord with state and local law. The established bylaws of the Board shall govern the rules of order, offices and officers, committees and all regular functions of the Trustees. Any new bylaws needed to effectively govern the Charter School including protecting the school's mission and vision over the long term shall be developed cooperatively with the appropriate advisory bodies of the school. In considering changes in by-laws, the Board will consider the unique needs of the Charter School and how to best meet their governance needs.

The District Superintendent, or his/her designee will be responsible for the administration of the Charter School in accordance with the board policies and administrative regulations of the District. As with all schools in the District, the Superintendent will support the unique goals and priorities of Academy and develop annual performance goals for the school in accordance with

District goals and in cooperation with the goals of the School Site Council. The Superintendent or his/her designee will be responsible for the hiring, evaluation, and/or termination of all Academy personnel.

The Charter School shall form a School Site Council that will act as the primary advisory body for the school. The School Site Council will have the responsibility for establishing, monitoring and evaluating school goals in cooperation with the District Superintendent. The members of the School Site Council will consist of three (3) parents of charter school students elected by the charter school parents; five (5) members of the charter school staff elected by the charter school staff; three (3) members of the student body elected by the student body; and the principal or director of the charter school. Upon election and constitution of the School Site Council, the members will immediately draft the bylaws by which they will operate.

The Board will be responsible for charter accountability and revision. The School Site Council will be responsible for recommending to the Superintendent and Board the selection of staff, budget development, and the school calendar subject to final approval by the Board. The School Site Council for the Charter School will also encourage parents to form a parent advisory committee to help develop and adopt a set of parent involvement policies and strategies.

The District will maintain in effect general liability insurance and Board errors and omissions insurance policies.

Civil liability effects for the District shall remain the same for the Charter School as the District's liability to other schools within the District.

The Charter School will work in cooperation with the District to ensure that a free and appropriate education is provided to all students with exceptional needs.

The school intends to function as a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services pursuant to Education Code Section 47641(b). During each school year in which the school operates as an arm of the District for special education purposes, the school shall pay to the District an amount of funding per unit of average daily attendance equal to the District's direct costs of providing special education and related services minus the District's revenues from all special education and transportation funding sources. In return, the District shall provide the school with all funding and/or services reasonably necessary to ensure that all students with exceptional needs who attend the school are provided a free and appropriate education.

The charter school and District shall annually and in good faith negotiate and enter into a written agreement to more clearly specify the desired mix of special education funding and services to be provided. The school shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code 47646(b). The school and District shall work in good faith to document the specific terms of this relationship in an annual contract or memorandum of understanding. The Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations consistent with all board policies and administrative regulations. Furthermore, the charter school will not charge tuition nor will it discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.

5. Employee Qualifications

The Charter School will retain or employ teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach the core academic classes of mathematics, language arts, science, and history/social studies. These teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation as specified in the school's operational policies.

The Charter School may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity.

Instructional support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core or non-college preparatory courses and activities. Qualifications for teachers of non-core, non-college preparatory courses will be established and approved by the Board. The Board may employ or retain non-certificated staff to provide instruction in the visual and performing arts, including but not limited to dance, music, and acting, which shall be understood to constitute non-core, non-college preparatory subjects.

The Board shall also establish qualifications for any other full-time, part-time, or temporary employee. All non-instructional staff will possess experience and expertise appropriate for their position within the school as outlined in the Charter School's staffing plan and established board policies and administrative regulations.

6. Health and Safety Procedures

The Charter School will adopt the District's health, safety and risk management policies, but may propose to the Board for adoption exceptions as

appropriate for the school. These policies, at a minimum, will address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate “first responder” training or its equivalent.
- Policies relating to the administration of prescription drugs and other medicines.
- A policy that the school will be housed in facilities that have received Fire Marshal approval and that meet uniform building code standards.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.
- A requirement that each employee of the school submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

These policies will be incorporated as appropriate into the Charter School’s student and staff handbooks and will be reviewed on an ongoing basis in the Charter School’s staff development efforts and board policies.

7. The means by which the school will achieve racial and ethnic balance among its pupils, reflective of the general population residing in the District.

The Charter School will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a racial and ethnic balance among students that is reflective of the District:

- An enrollment timeline and process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.

- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations.
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic, and interest groups represented in the District.
- Outreach meetings in several areas of the District to reach prospective students and parents.

8. Admission Requirements

The Charter School will actively recruit a diverse student population from the District and surrounding areas who understand and value the school's mission and are committed to the school's instructional and operational philosophy. Admission to the school shall be open to any resident of the State of California. Prospective students and their parents or guardians will be briefed regarding the school's instructional and operational philosophy and will be given a copy or summary of the school's student-related policies.

Pupils wishing to enroll in the Charter School as 10th, 11th or 12th graders will be asked to audition and/or present a portfolio of artwork or clearly demonstrate a strong and well-defined interest in the arts.

Parents of all students will be expected to contribute a minimum number of hours of service to the school each academic year and/or take an active role in supporting the instructional process. The Board will determine the minimum number of hours required or their equivalents based on recommendations from the School Site Council.

Pupils will be considered for admission without regard to ethnicity, national origin, gender or disability. Admission of students will be administered by the Superintendent or her/his designee. In the event that the applications for enrollment in any year exceed the school's capacity, a public, random drawing will be used for admission purposes, pursuant to Education Code Section 47605.

9. Financial and Programmatic Audit

The Board will be responsible for contracting for an annual audit of the financial documents and practices of the Charter School consistent with state requirements and regulations. The audit will verify the accuracy of the school's

financial statements, revenue-related data collection and reporting practices, and review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school. To the extent required under applicable state and federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the chief financial officer of the District. The school's audit committee will review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Element 15.

The Charter School will compile and provide to the District an annual performance report. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes specified in Element number 2 from assessment instruments and techniques listed in Element number 3.
- An analysis of whether student performance is meeting the goals specified in element number 2. This data will be displayed on a school-wide basis and disaggregated by grade level and teacher.
- A summary of major decisions and policies established by the Board during the year.
- Data on the level of parent involvement in the Charter School's governance and other aspects of the school's operations, and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the Charter School and their qualifications.
- A copy of the Charter School's health and safety policies and/or a summary of any major change to those policies during the year.
- Information demonstrating whether the Charter School implemented the means listed in charter element 7 to achieve a racially and ethnically balanced student population.
- An overview of the Charter School's admission practices during the year and data regarding the numbers of students enrolled, the number on the waiting lists, and the numbers of students expelled and/or suspended.

- Analyses of the effectiveness of the Charter School's complaint procedures and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the charter generally.

10. Administrative Services

The Board and Superintendent or his/her designee shall provide and/or perform the administrative and supervisory oversight tasks and duties specified and/or necessitated by this charter. These oversight services shall include, but are not necessarily limited to, the following:

- Good faith efforts to develop any needed additional agreements to clarify or implement the charter.
- Regular review, analysis, and dialogue regarding the annual performance of the school.
- Monitoring of compliance with the terms of this charter and related agreements.
- Good faith efforts to implement the dispute resolution and related processes described in Section 15 of this charter.
- Timely and good faith review of requests to renew or amend this charter as permitted under law.
- Program and personnel supervision and evaluation.
- Management of Charter School budgets, purchasing, and other management activities.

The District agrees to allow the Charter School to separately purchase goods or services from the District or other service providers subject to the approval of the Superintendent or his/her designee. Such goods or services when provided by the District shall be made available to the charter school at cost. The specific terms and cost shall be contained in a separate, financial Memorandum of Understanding. These services and goods may include, but are not limited to, the following:

- Accounting, payroll, and fiscal support services.
- Student information, assessment, and other data processing services.

- Facilities maintenance, utilities, and groundskeeping.
- Services related to serving exceptional needs or language minority students enrolled in the charter school.
- Transportation services.
- Child nutritional services.
- Categorical programs management and grant development and compliance services.
- Legal counsel and insurance services.
- Purchasing, delivery, and warehousing services.

For any property and/or facility owned by the District that the Charter School occupies, the Charter School and District shall enter into a lease agreement.

The District agrees to promptly notify the Charter School in the event that the District vacates existing space that may be appropriate for instructional purposes.

If the Charter School leases any property not owned by the District, the Charter School and the District will enter into a separate written agreement addressing the purchase of goods and/or services.

11. Pupil Suspension and Expulsion

The Charter School will adopt the board policies and administrative regulations of the District related to pupil suspension and expulsion. These policies will be printed and distributed as part of the Charter School's student handbook and will clearly describe the Charter School's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or guardian will be required to verify that they have reviewed and understand the policies prior to enrollment. Any student who engages in repeated violations of the Charter School's behavioral or academic expectations will be required to attend a meeting with the school's staff and the student's parent or guardian. The Charter School will prepare a specific, written remediation agreement outlining future student conduct expectations, timelines, and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion. The Superintendent or his/her designee may, pursuant to the Charter School's adopted policies, discipline and ultimately suspend students who fail to comply with the terms of a remediation agreement.

Students who habitually fail to comply with Charter School policies and/or present an immediate threat to health and safety may also be suspended and later expelled by the Board upon recommendation of the Superintendent or his/her designee. Prior to expulsion, students will be accorded due process unless the student's conduct presents an immediate threat to the health or safety of others. The Charter School will notify the District of any expulsions and will include suspension and expulsion data in its annual performance report.

12. Retirement System

The Charter School will participate in the retirement programs provided for certificated and classified employees of the District, including STRS, PERS, and federal social security. The Charter School shall pay the District the amount of retirement contributions paid on behalf of Charter School employees.

13. Attendance Alternatives

Students who opt not to attend the Charter School may attend other District schools, if they are a resident of the District, or pursue an Interdistrict transfer in accordance with existing enrollment and transfer policies of their District or county of residence.

14. Description of Employee Rights

Charter School employees will be provided all of the rights and responsibilities of employees of the District. Employees will also be represented by employee organizations representing those positions in the District and will be covered by those employee-employer agreements with provision for addendums specific to the charter school.

District employees will lose no employment rights when coming to work or leaving the Charter School to work at another District school. When an employee chooses to leave the Charter School, he or she will do so in the manner described in the applicable collective bargaining agreement. When an employee who is hired by the Charter School leaves the Charter School, his/her return rights to the District will be pursuant to the applicable collective bargaining agreement.

15. Dispute Resolution Process, Oversight, Term, and Renewal

• Intent

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the Charter School's policies, (2) minimize the oversight

burden on the District, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

- **Public Comments**

The staff, Board, and the District agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. All parties shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

- **Disputes Arising from within the School**

Disputes arising from within the Charter School, including all disputes among and between students, staff, parents, volunteers, advisors, and partner organizations shall be resolved pursuant to policies and processes developed by the Charter School and approved by the Board.

The District shall refer any complaints or reports regarding such disputes to the Superintendent or his/her designee for resolution pursuant to the Charter School's policies.

- **Disputes between the School and the District**

In the event that the school or granting agency have disputes regarding the terms of this charter or any other issue regarding the school and grantor's relationship, both parties agree to follow the process outlined below.

In the event of a dispute between the Charter School and the grantor, the staff members of the Charter School and District agree to first frame the issue in written format and refer the issue to the Superintendent. In the event that the grantor believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Superintendent shall informally meet with the Charter School Site Council and staff members to confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members who shall jointly meet with the Superintendent, staff members and the Charter School Site Council and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, a third party arbitrator will be appointed to adjudicate the issue. The format of the arbitration session shall be developed by the arbitrator, and shall incorporate informal rules of evidence and procedures unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be

non-binding, unless the Charter School Site Council and District jointly agree to bind themselves.

- **Oversight, Reporting, Revocation, and Renewal**

The District may inspect or observe any part of the Charter School at any time. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the consent of the Charter School Site Council.

If the Board believes it has cause to revoke this charter, the Board agrees to notify the Charter School in writing, noting the specific reasons for which the charter may be revoked, and grant the Charter School reasonable time to respond to the notice and take appropriate corrective action. Cause to revoke the charter shall include, but not be limited to, the following:

- Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- Failed to meet or pursue any of the student outcomes identified in the charter.
- Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
- Violated any provision of law.
- Any other reason identified in the charter or Charter School related documents.

The Charter School and District agree to work together to accomplish all tasks necessary to fully implement this charter, including, but not limited to, the submission of any necessary and duly-prepared waiver requests to the State Board of Education.

The District agrees to receive and review the annual fiscal and programmatic audit and performance report as specified in Element 9. Within two months of the receipt of this annual review, the District must notify the Charter School as to whether it considers the Charter School to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the District's conclusions. If, in its review of the Charter School's annual report, the District determines that the Charter School is not making satisfactory progress towards its charter's goals, the Charter School will be provided with a specific listing and description of any areas of concern.

If, in its review of each of the Charter School's annual report, the District determines that the Charter School is making satisfactory progress towards its goals, the charter, and any mutually-agreeable amendments, may be renewed for a term of five years.

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the District and the Charter School. The District and Charter School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

Any amendments to this charter shall be made by the mutual agreement of the Charter School and the District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

The term of this charter shall begin on July 1, 2009 and expire June 30, 2014.

16. Labor Relations

The District shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Education Employment Relations Act. Specific employee rights, policies, and practices will be developed by the Board and adopted as the Charter School's employee policies. Such policies will be the same as, or consistent with District policies and administrative regulations. Employees will be required to be members of the exclusive bargaining agent for the classification in which they serve.

17. General Requirements

In addition to the above elements, the Charter School agrees to meet the following general requirements:

- All provisions of Education Code Section 47612.5 in regards to minimum instructional minutes, attendance records, and independent study laws.
- All provisions of Education Code Section 47610 with regards to establishing a minimum age for public school attendance.
- To insure the educational and financial viability of the Charter School, the minimum number of students to be enrolled must be at least seventy five (75). In the event enrollment falls below seventy five (75) students for two consecutive attendance months, the District may terminate the charter. If in any school year, the Average Daily Attendance falls below seventy (70) students, the District will also have the option of terminating the charter.

- The Charter School shall review student enrollment and attendance monthly and make appropriate budget adjustments to reflect any changes.
- The Charter School elects to be funded on the block grant funding model for general purpose and categorical purposes pursuant to Education Code Section 47634.
- The Charter School may not extend the faith and credit of the District to any third person or entity and may not contractually bind the District with any third party without prior Board approval.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AUTHORIZING THE PARTICIPATION IN THE RURAL SCHOOL BUS PILOT PROJECT

Resolution 2018-19/15

WHEREAS, on October 9, 2018, the Board of Trustees of the Marysville Joint Unified School District met in regular session; and

WHEREAS, California Climate Investments are funded by the State proceeds from Cap-and-Trade auctions. These funds provide an opportunity to the State to invest in projects that help achieve our climate goals and provide benefits to disadvantaged communities; and

WHEREAS, the California Air Resource Board (CARB) created the Rural School Bus Pilot Project (RSBPP), and has allocated funding from the California Climate Investments; and

WHEREAS, the North Coast Unified Air Quality Management District (NCUAQMD) has been selected to administer the RSBPP on behalf of CARB; and

WHEREAS, the NCUAQMD requires the submissions of information, on standardized forms (application forms), to determine eligibility and to rank proposed projects; and

WHEREAS, if selected to receive funding, in order to participate in the RSBPP, the grantee is required to enter into an agreement with the NCUAQMD wherein the fulfillment of terms and conditions is required in order to receive the funding.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District authorizes the submission of the application for the RSBPP grants; and

BE IT FURTHER RESLOVED that Mike Hodson, Assistant Superintendent of Business Services, is authorized to implement and administer the grant program.

PASSED AND ADOPTED THIS 9TH DAY OF OCTOBER 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Starkey, Superintendent
Secretary – Board of Trustees

Randy Rasmussen
President – Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/16

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
PRESCRIBING THE TERMS AND AUTHORIZING THE ISSUANCE OF BONDS OF
THE DISTRICT; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND
DELIVERY OF A FIRST SUPPLEMENTAL PAYING AGENT AGREEMENT, A BOND
PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AND AN
OFFICIAL STATEMENT; AUTHORIZING DISTRIBUTION OF THE OFFICIAL
STATEMENT AND SALE DOCUMENTS; AND AUTHORIZING EXECUTION OF
NECESSARY CERTIFICATES AND RELATED ACTIONS**

WHEREAS, pursuant to California Education Code sections 5304, 5322 and 15264 et seq., Article XIII A, Section 1(b), and Article XVI, Section 18(b), of the California Constitution, the Board of Trustees (the “Board”) of the Marysville Joint Unified School District (the “District”) adopted its Resolution No. 2007-08/54 on June 24, 2008 (the “Election Resolution”), ordering a school bond election, which was then regularly held in the District on November 4, 2008 (the “2008 Election”);

WHEREAS, the measure for incurring bonded indebtedness (commonly referred to as “Measure P”), which was fully described in the Election Resolution, was submitted to the voters at the election and abbreviated on the ballot as follows:

MEASURE P: To continue improving the quality of education in local schools and protecting the safety of our children, by repairing, replacing or updating fire alarm systems, worn-out roofs, outdated classrooms and science labs, plumbing and heating/air conditioning systems; and to help qualify for State matching funds for school modernization and construction, shall the Marysville Joint Unified School District issue \$47,000,000 of bonds at legal interest rates, with independent citizens’ oversight and audits, and no money for administrators’ salaries?

WHEREAS, the returns of the election were thereafter canvassed pursuant to law and the Certificate of Election received from the Registrars of Voters of Yuba County and Butte County authenticated that more than 55% (the amount required for passage) of the votes cast were in favor of issuing the general obligation bonds (the “Bonds”);

WHEREAS, on August 25, 2009 the District issued the first series of the Bonds authorized by the electors, designated as the “Marysville Joint Unified School District (Yuba County, California) General Obligation Bonds, Election of 2008, Series 2009” (the “Series 2009 Bonds”), in an aggregate principal amount of \$34,433,776.80;

WHEREAS, the Board has determined that it is now necessary and desirable to issue a second and final series of the Bonds authorized by the electors in an aggregate principal amount not to exceed \$12,566,223 to be designated as the “Marysville Joint Unified School District (Yuba County, California) General Obligation Bonds, Election of 2008, Series 2018” (the “Series 2018 Bonds”) to finance the acquisition, construction, and improvement of school facilities according to the terms and in the manner hereinafter set forth;

WHEREAS, it is contemplated that the Series 2018 Bonds may be comprised of current interest bonds and capital appreciation bonds;

WHEREAS, this Resolution was publicly and properly noticed on the agenda as an information item for the Board’s September 25, 2018 meeting, as required by Section 53508.5 of the California Government Code and Section 15146(b)(2) and (c) of the California Education Code, since it is anticipated that a portion of the Series 2018 Bonds may be issued as bonds that allow for the compounding of interest (i.e., capital appreciation bonds);

WHEREAS, in satisfaction of the requirements of the Government Code and the Education Code, the information presented to the Board at its September 25, 2018 meeting includes:

- an analysis containing the total overall cost of the Series 2018 Bonds that allow for the compounding of interest,
- a comparison to the overall cost of issuing only current interest bonds, and
- the reason bonds that allow for the compounding of interest are being recommended;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Series 2018 Bonds of the District; and

WHEREAS, the indebtedness of the District, including the proposed issuance of the Series 2018 Bonds, is within all limits prescribed by law.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Marysville Joint Unified School District, as follows:

Section 1. **Recitals.** The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. **Series 2018 Bonds; Issue Requested.** The Board hereby requests the County of Yuba (the “County”) issue on its behalf the Series 2018 Bonds in an aggregate principal amount not to exceed \$12,566,223. The estimated costs of issuance of the Series 2018 Bonds (including estimates of compensation for the underwriter) are estimated to be \$335,443. The premium for bond insurance, to be purchased by the underwriter of the Series 2018 Bonds at the underwriter’s option and expense only if financially efficient, is not expected to exceed \$104,055. The District is issuing the Series 2018 Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series 2018 Bonds and their execution, issuance, and sale, not

prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

The term of the Series 2018 Bonds shall be no longer than 30 years, and specifically, no longer than 25 years for capital appreciation bonds. The final maturity of the Series 2018 Bonds shall not exceed August 1, 2047. The estimated repayment ratio for the Series 2018 Bonds is expected to be 2.5 to 1. It is estimated that over the term of the Series 2018 Bonds total assessed value of taxable property within the District is expected to increase by 3.5% annually.

Section 3. Approval of First Supplemental Paying Agent Agreement. The Board hereby approves the form of the First Supplemental Paying Agent Agreement (the "Paying Agent Agreement") between the District, the County, and The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), as presented to this meeting and on file with the Clerk of the Board. The President, Vice President, Clerk, and Secretary of the Board, the Superintendent, and the Assistant Superintendent of Business Services (the "Designated Officers"), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreement, with the advice of Parker & Covert LLP ("Bond Counsel"), may require or approve. The execution of the Paying Agent Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Series 2018 Bonds shall be as provided in the Paying Agent Agreement, as finally executed.

Section 4. Approval of Method of Sale and Bond Purchase Agreement. The Board hereby approves the form of the Bond Purchase Agreement (the "Bond Purchase Agreement") between the District, the County, and Piper Jaffray & Co. (the "Underwriter"), and further authorizes the sale of the Series 2018 Bonds to the Underwriter pursuant to the terms of the Bond Purchase Agreement. The Board hereby further authorizes the sale of the Series 2018 Bonds with an underwriter's discount in an amount not to exceed 0.70% of the principal amount of the Series 2018 Bonds. Upon the recommendation of KNN Public Finance, LLC (the "Financial Advisor"), the Designated Officers, and each of them individually, on behalf of this Board, are hereby authorized to negotiate the final terms of the sale of the Series 2018 Bonds with the Underwriter, and to execute and deliver the Bond Purchase Agreement to the Underwriter. The method of sale described above has been selected by the Board because it offers greater flexibility than a public sale process in setting and changing the time and terms of the sale.

Section 5. Approval of Continuing Disclosure Certificate. The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Series 2018 Bonds (the "Continuing Disclosure Certificate"), as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the

Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

Section 6. Official Statement. The Board hereby approves the form of the Preliminary Official Statement relating to the Series 2018 Bonds (the "Preliminary Official Statement"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statement"), presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the final Official Statement in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of the Financial Advisor may require or approve. The execution of the final Official Statement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to parties who may be interested in the purchase of the Series 2018 Bonds, and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series 2018 Bonds. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statement, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Section 7. Valid Obligations. The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Series 2018 Bonds in order to make them legal, valid, and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series 2018 Bonds have been performed and have been met, in regular and due form as required by law, including compliance with Government Code section 5852.1 (with good faith estimates set forth in Exhibit A attached hereto); that the full faith and credit of the District are hereby pledged for the timely payment of the principal and interest on the Series 2018 Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2018 Bonds.

Section 8. Paying Agent's Fees. In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the Yuba County (the "County") to include within the annual tax levy for the Series 2018 Bonds the fees and expenses payable to the Paying Agent.

Section 9. Building Fund and Tax Collection Fund. (A) **Building Fund.** The District hereby requests that the Yuba County Treasurer and Tax Collector (the "Treasurer") establish and create and/or maintain the "Marysville Joint Unified School District, Series 2018 Building Fund," (the "Building Fund") and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit the proceeds of the sale of the Series 2018 Bonds (except any premium or accrued interest received from the sale) into the Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District and costs of issuance of the Series 2018 Bonds.

(B) Series 2018 Bond Interest and Sinking Fund. The District hereby requests that the Treasurer establish and create and/or maintain the “Marysville Joint Unified School District, Bond Interest and Sinking Fund (the “Bond Interest and Sinking Fund”), and keep the fund separate and distinct from all other District and County funds. The District hereby further requests that the Treasurer deposit any premium received from the sale of the Series 2018 Bonds into the Bond Interest and Sinking Fund. The District hereby further requests that the Treasurer withdraw from the Bond Interest and Sinking Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series 2018 Bonds, and to pay the fees and expenses of the Paying Agent.

Section 10. Identification of Professionals Involved. The Board hereby approves the firm of KNN Public Finance, LLC, to act as financial advisor; The Bank of New York Mellon Trust Company, N.A., to act as Paying Agent; and the firm of Parker & Covert LLP, to act as bond and disclosure counsel to the District, with respect to the sale and delivery of the Series 2018 Bonds.

Section 11. Official Intent. The District intends to undertake the construction, repair and acquisition of school facilities and equipment, described in the bond measures, to serve the District (the “Improvements”). The District intends to use the proceeds of its Series 2018 Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Series 2018 Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District’s official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

Section 12. Authorization of Officers to Execute Documents. The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, including to apply for and purchase a municipal bond insurance policy, in order to complete the sale, issuance, and delivery of the Series 2018 Bonds, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 13. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on October 9, 2018, by the Marysville Joint Unified School District Board of Trustees, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT**

By: _____
Randy L. Rasmussen
President of the Board of Trustees

ATTEST:

By: _____
Gay Starkey, Ed.D.
Secretary of the Board of Trustees

EXHIBIT A

GOOD FAITH ESTIMATES (California Government Code section 5852.1)

Supplemental to the terms and conditions of the Series 2018 Bonds set forth in this Resolution, the good faith estimates set forth in this Exhibit A are provided with respect to the Series 2018 Bonds in compliance with California Government Code section 5852.1. Such good faith estimates have been provided to the District by KNN Public Finance, LLC, as the District's financial advisor under Education Code section 15146(b)(1)(C) (as identified in Section 10 of this Resolution) and as Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934 (the "Municipal Advisor"), and by Piper Jaffray & Co., the underwriter of the Series 2018 Bonds (the "Underwriter").

True Interest Cost of the Series 2018 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming the estimated principal amount not to exceed \$12,566,223 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series 2018 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2018 Bonds, is 4.49%.

Finance Charge of the Series 2018 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming the estimated principal amount not to exceed \$12,566,223 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series 2018 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2018 Bonds), is \$335,443, as set forth in Section 2 of this Resolution.

Amount of Proceeds to Be Received. The Municipal Advisor and the Underwriter have informed the District that, assuming the estimated principal amount not to exceed \$12,566,223 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2018 Bonds, less the finance charge of the Series 2018 Bonds, as estimated above and in Section 2 of this Resolution, and any reserves or capitalized interest paid or funded with proceeds of the Series 2018 Bonds, is \$12,365,420.

Total Payment Amount. The Municipal Advisor and the Underwriter have informed the District that, assuming the estimated principal amount not to exceed \$12,566,223 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2018 Bonds, plus the finance charges for the Series 2018 Bonds, as described above, not paid with proceeds of the Series 2018 Bonds, calculated to the final maturity of the Series 2018 Bonds, is \$29,730,130.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Series 2018 Bonds issued and sold, the true interest cost thereof, the finance charges thereof,

the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Series 2018 Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Series 2018 Bonds sold being different from the estimated principal amount not to exceed \$12,566,223, (c) the actual amortization of the Series 2018 Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Series 2018 Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2018 Bonds and the actual principal amount of Series 2018 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2018 Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Series 2018 Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.