



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

## Kynoch Elementary School

1905 Ahern Street - Marysville - CA - 95901

(530) 741-6141 FAX (530) 741-6020

*Eric D. Preston, Principal ~ Derek Morrison, Assistant Principal*

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Kynoch Elementary is about to go off (in a good way)! We are in the middle of a rebirth, in that we have an entirely new administrative team and are focused on going back to the basics, to crawl before we run. There is a solid foundation here at Kynoch in regards to teaching and support staff and a history of good practices and strategies, but we are stepping back to revisit our intervention process, our team collaboration, vertical collaboration and the PBIS process. Everything mentioned was already in place, but wasn't necessarily seen through a common lens and wasn't addressed using common language. We have begun the discussions about school-wide expectations behaviorally and about the intervention process. Administration has shared their vision for what a student leaving Kynoch will look like--we want our students leaving Kynoch at the end of 5th grade as students we can be proud to say attended Kynoch, to be kids who are respectful, responsible and academically ready for middle school and beyond. If they're not there yet, we want them to have at least made strides towards getting there. We want McKenney teachers to say with pride, "We can tell which kids are from Kynoch."

To this end, we have really worked on nurturing the strong sense of family that the staff shared, through summer surveys and a working lunch discussion at our August 14th Teacher Day, they feel is one of the greatest strengths about Kynoch Elementary. We have broken bread as a staff multiple times already, had a root beer float party to celebrate staying afloat the first week of school, had a staff get together and have scheduled the second one as well. We are really trying to establish that we are a family and to allow people to play to their strengths. Bobbi Jo Sanchez, 4th grade teacher, has been busily painting murals on campus and painted poles in each hallway to look like pencils (see attached). Heather Moural, 4th grade teacher, and Virginia Bondelie, 5th grade teacher, are currently in the third week with Girls on the Run. Heather Moural is also beginning a 4th and 5th grade leadership team, Cub Kids. Billie Barnecc, Elementary Student Support Specialist has been working with groups of students at recess and lunch on social interventions.



*"Producing Champions One Cub at a Time"*

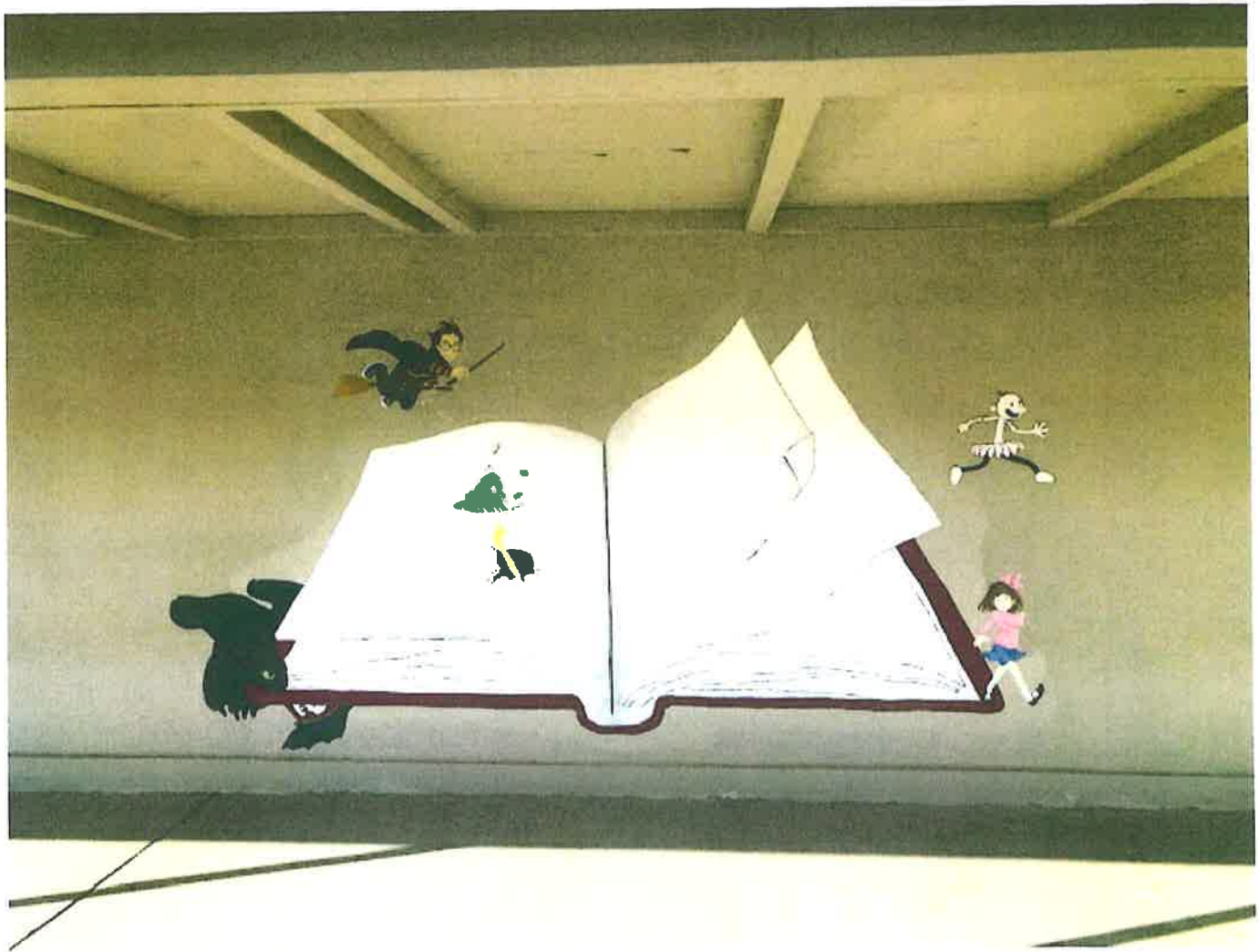
- 2008 California Distinguished School
- 2008 Title I Academic Achievement School
- 2009 California Shining Star School



We have continued the tradition of Flag Pole Friday and Star Student awards based on the monthly character trait. Tedi Lattuca, Literary Resource Technician, is continuing the Accelerated Reader store. We have created a school Facebook page that posts daily parenting tips from the Parent Institute and we have offered over 40 scholarships to parents to cover half of the cost of fingerprinting so that we can bring in more parent involvement.

We have sent Assistant Principal, Derek Morrison, 3rd grade teacher, Michelle Cross and 5th grade teacher, Chris Babb to a PBIS conference in Sacramento in early October and used that as a kick-start for our October 8th Teacher Work Day to reestablish our PBIS committee. We again have a grade level representative volunteer from each grade, have narrowed our list of school-wide expectations to an agreed upon two and will be adding a third. Our next step will be to create expectations for each part of the campus based on those school-wide expectations--Respectful Communication and Responsibility--that will help us to establish both consequences and rewards. We have sent Bobbi Jo Sanchez and Heather Teagarden Baker, 1<sup>st</sup> grade teacher, to the recent Solution Tree RtI at Work Institute in Sacramento and have begun the process of vertically discussing how we approach interventions so that we have a more systemic approach, including the utilization of similar resources and references such as posters, phrases, etc.

We are excited about maintaining traditions here at Kynoch, about sharpening our focus and fine-tuning what we do for kids, but most importantly, we are excited about the challenges inherent in building and supporting the family that is Kynoch Elementary School.



This mural is outside of the Library and is still in process. It currently has characters from *Harry Potter*, *How to Train Your Dragon*, *Junie B. Jones*, *Diary of a Wimpy Kid*, *Green Eggs & Ham* and will soon have characters from *No, David!*, *Pete the Cat*, *Little Critter*, and others.

**KYNOCH**



**ELEMENTARY**

This mural is now in our Cafeteria and will be bordered soon with wood and will have our Title I Academic Achievement Award and California Distinguished School Award symbols both added.





All of the wings now have poles painted like pencils and welcomed students and teachers back to school the first day!

# High School Textbook/Instructional Materials Adoption

☒ Primary Textbook/Materials    ☐ Supplemental Textbook/Materials  
(Intervention and acceleration Materials Exempt)    ☐ Updated Version  
(previously board approved)    ☐ Novel

For use beginning with the semester of: ☒ Fall    ☐ Spring    Year: 18-19

Textbook(s)/Material(s) Title: Theory and analysis - 3rd Ed.

Author(s): Jane Piper Clendinning / Elizabeth West Marvin

Publisher: Norton    Copyright: 2016

ISBN: 9780 393 263053    Hard Copy Cost: 143.75

Site Funding Source: \_\_\_\_\_    Digital Cost: \_\_\_\_\_

Grades: 11/12    Projected # of books: 10

Course Title(s): AP Music Theory    Course ID(s): APFA00

Does this textbook(s)/material(s) contain information that a parent/guardian or student may find objectionable?

☐ Yes, \_\_\_\_\_    ☒ No

Does this textbook(s)/material(s) cover the California content standards?

☒ Yes, thorough coverage/alignment    ☐ Yes, moderate coverage/alignment  
(Supplemental materials may be required.)

☐ Meets the legal compliance requirements of 60040 – 60048 and 60052

☐ Meets the intent of board policy and administrative regulation 6161.1

Submitted by: Sam Malke    Date: 8/10/18

Approved by:

New primary and supplemental textbooks REQUIRE Department & Site Principal agreement that these instructional resources will be the materials used in all courses with the same content/course ID throughout the district

Lindhurst High School Department Chair Riofina    Date: 8/31/18

Lindhurst High School Principal BL    Date: 8-23-18

Marysville High School Department Chair See attached    Date: \_\_\_\_\_

Marysville High School Principal See attached    Date: \_\_\_\_\_

Reviewed by:

	By Phone	By Email	In Person	Date:
<input type="checkbox"/> Marysville Charter Academy Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>8/10/18</u>
<input type="checkbox"/> South Lindhurst High School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8/10/18</u>
<input type="checkbox"/> Community Day School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8/10/18</u>
<input type="checkbox"/> District Parent Advisory Committee		In Person		Date: _____

☐ District School Board Approval    Date: \_\_\_\_\_

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Submitted by: [Signature]      Date: 8/10/18

Approved by:

New primary and supplemental textbooks REQUIRE Department & Site Principal agreement that these instructional resources will be the materials used in all courses with the same content/course ID throughout the district

Lindhurst High School Department Chair See Attached Date: \_\_\_\_\_

Lindhurst High School Principal See attached Date: \_\_\_\_\_

Marysville High School Department Chair Regina Hosh Date: 8/24/18

Marysville High School Principal Zhenan Plathones Date: 8/24/18

Reviewed by:

	By Phone	By Email	In Person	Date:
<input type="checkbox"/> Marysville Charter Academy Principal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>8/10/18</u>
<input type="checkbox"/> South Lindhurst High School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8/10/18</u>
<input type="checkbox"/> Community Day School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8/10/18</u>
<input type="checkbox"/> District Parent Advisory Committee		In Person		Date: _____

☐ District School Board Approval      Date: \_\_\_\_\_

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Attachment #3

Interim Event Security Contract

This agreement by and between the **13<sup>th</sup> District Agricultural Association**, hereinafter called the Association, and MJUSD - Pow Wow hereinafter called the Renter.  
(Name of Renter)

The purpose of this contract shall be limited to Fair Security Services to be provided on June 1-2, 2019. This event is a Spring Pow Wow which will  
(Date of Event) (Event type)

take place in North+South Carnival lots with expected attendance of 500.  
(Name of Hall/Area) (number)

The event will start at 6/1 11:00 am am/pm and end at 6:00 am/pm  
(Time) (Time)

Security will **START** at 6/2 10:30 am/pm and **END** at 6:30 am/pm  
(Time) (Time)

# of Supervisors: 1 # of guards: 1

Renter agrees to pay to Association **IN ADVANCE** the total cost of \$ 817.00.

**SECURITY SUPERVISOR RESERVES THE RIGHT TO CALL IN ADDITIONAL GUARDS IF THE EVENT WARRANTS IT. SECURITY SUPERVISOR WILL INFORM THE RENTER AT THE TIME AND THE RENTER WILL BE RESPONSIBLE FOR THE COST OF THE GUARD TO THE FAIR.**

**IN THE EVENT THAT SECURITY IS REQUIRED TO STAY PAST CONTRACTED HOURS, THE RENTER WILL BE BILLED AT \$47 PER HOUR PER GUARD/SUPERVISOR.**

By signing this agreement you are agreeing to the terms of security listed above and understand that you will be billed for any additional hours that may be accrued on the day of your event.

Renter \$

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

**TO: Marysville Joint Unified School District  
Yuba-Sutter Pow Wow**

**AO2019-35  
June 1-2, 2019**

Thank you for choosing the Yuba-Sutter Fairgrounds for your event. By following a few simple guidelines, we can accommodate all of your rental needs. The Fair Staff is available to answer all of your questions.

Enclosed you will find the information pertaining to your event. The following items are dated and must be returned to our office by the date listed. Please try to get everything to us on time so that last minute problems can be avoided.

- |                 |   |
|-----------------|---|
| <u>10/16/18</u> | Rental Agreement must be signed (fronts and backs). A signed copy will be returned to you.  |
| <u>10/16/18</u> | Security Agreement must be signed. A signed copy will be returned to you.   |
| <u>10/16/18</u> | General Rules Form must be signed and returned with signed Rental Agreement.  |
| <u>10/16/18</u> | Non Refundable Reservation Fee <b><u>\$100.00</u></b>   |
| <u>03/01/19</u> | Cleaning Deposit of <b><u>\$200.00</u></b> must be in our office 90 days prior to your event.   |
| <u>04/01/19</u> | Rental fees of <b><u>\$800.00</u></b> are due 60 days prior to your event.  |
| <u>04/01/19</u> | Security Fees of <b><u>\$817.00</u></b> are due 60 days prior to your event.<br>(Security Provided by Fair required.)   |
| <u>04/01/19</u> | Total due <b><u>\$1917.00</u></b> Insurance not included.   |
| <u>04/01/19</u> | Alcoholic Beverage Permit /Alcohol Liability Insurance.   |
| <u>04/01/19</u> | Certificate of insurance is required 60 days prior to your event. The Fair can assist you with this coverage if needed. Cashier's check or money order made to CFSA in the amount of <b><u>\$95.00</u></b> .  |
| <u>04/01/19</u> | Building layout is required if renter is requiring more than just tables and chairs. However, Maintenance Staff finds layouts helpful for all events.   |
| <u>N/A</u>      | Special Permits. Check with Sutter County Health Dept. for selling of food. Check with Fire Marshal regarding aisle widths, boothing, or closure of any exits and doorways. Decorative Materials can be found on page 3 & 4 of the Tenant Rules and Guidelines. |

**CANCELLATION 60 DAYS PRIOR TO EVENT MUST BE IN WRITING!  
IN THE EVENT OF A CANCELLATION WITHIN 60 DAYS PRIOR TO A  
RENTAL, THE SECURITY/CLEANING WILL BE FORFEITED BY THE  
RENTER.**

Please note that the deadline for all items checked is 04/01/19. Fair Staff will not be responsible for late or incomplete items. (Please see pages 5 & 6 of Tenant Rules and Guidelines). A returned item fee of \$35.00 will be assessed for each returned check. Please call if you have any questions. (530) 674-1280 or Fax# (530) 674-2196.



THIS AGREEMENT by and between the 13<sup>th</sup> District Agricultural Association, hereinafter called the Association, and Marysville Joint Unified School District hereinafter called the Renter,

**WITNESSETH:**

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on June 1, 2019 and ending on June 2, 2019.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement **Non-Refundable Reservation Fee \$100 / Deposit \$200.00 / South Carnival Lot & North Carnival Lot \$800.00 / Security \$817.00**
3. The purposes of occupancy shall be limited to: Yuba-Sutter Pow Wow and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below;

**ONE THOUSAND NINE HUNDRED SEVENTEEN Dollars and ZERO cents (\$1917.00) IN ADVANCE** / Use of any additional building, equipment, labor, or grounds will be an additional charge to the above rates

**\*\*Clean up by Fairgrounds \$47 per man hour (deducted from deposit)**

5. Renter agrees to pay fees required by Association for additional equipment, fixtures, camping, and to guarantee the payment of:
  - (a) Any money which may be payable to Association under this agreement;
  - (b) Any damage to Fair property; and utility charges, if any;
  - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions:

The following documents are hereby made a part of this agreement: Standard Terms & Conditions-Exhibit A, Insurance Statement Exhibit B, Sexual Harassment-Exhibit C, Yuba City Zoning Regulations-Exhibit D, Alcoholic Beverage Statement-Attachment #2, Security Statement-Attachment #3. **"In the event of any act of nature, state or national emergency, this contract may be cancelled at the option of the Association."**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

**IN WITNESS WHEREOF**, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above Written.

13<sup>th</sup> District Agricultural Association

Address: 442 Franklin Ave, Yuba City, CA 95991

By: \_\_\_\_\_

Title: CEO PH: 530-674-1280 FAX: 530-674-2196

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon Request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon Request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, not engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement" and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "rental agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



442 Franklin Avenue  
Yuba City, CA 95991

530.674.1280 tel  
530.674.2196 fax

13th District Agricultural Association • email: [info@ysfair.com](mailto:info@ysfair.com) • [www.yubasutterfair.com](http://www.yubasutterfair.com)

The undersigned agrees that he/she has read all rules and regulations pertaining to the rental and use of the facilities at the Yuba Sutter Fairgrounds. These rules include, but are not limited to, the General Rental Conditions and Rental Agreement Form F-31.

The undersigned agrees to abide by all rules and regulations set forth by the 13th District Agricultural Association (Yuba-Sutter Fair), including but not limited to the General Rental Conditions. Failure to do so can, and will result in additional charges and possible cancellation of event.

Signed

**EXHIBIT B: 2018-2019 ISA**

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

y.w.

This agreement is effective on 9/28/18 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School Alder Academy

LEA Case Manager: Name Adam Pitts/ Jessica Guth Phone Number 530-749-6171

Pupil Name [REDACTED] (Last) [REDACTED] (First) Sex: X ☒ M ☐ F Grade: 10th

Address [REDACTED] City Marysville, State/Zip 95901

DOB [REDACTED] Residential Setting: X ☐ Home ☐ Foster ☐ LCI #            ☐ OTHER           

Parent/Guardian [REDACTED] Phone (510) [REDACTED] ( )           

Address [REDACTED] City Marysville State/Zip 95901  
(if different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be:                      during the regular school year  
                     during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
20 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: 157.00

Estimated Number of Days 180 x Daily Rate 157.00 = **PROJECTED BASIC EDUCATION COSTS** 28,260

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415)							
a. Individual							
b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

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Business Services Department

Approval [Signature]

Date: 10.9.18

Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ None

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 28,260

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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6. Progress Reporting Requirements:   X   Quarterly   y   Monthly   y   Other (Specify)                     

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

-CONTRACTOR-

-LEA/SELPA-

Aldar Academy

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

*Daniel Ramirez*

(Date)

*10/3/18*

(Signature)

(Date)

(Name and Title)

*Daniel Ramirez Principal*

(Name of Superintendent or Authorized Designee)



**2018-19**  
**School Plan for Student Achievement (SPSA)**

# Marysville Charter Academy for the Arts

The School Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students.. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the Consolidated Application (ConApp) and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

<b>Principal:</b> Tim Malone	<b>Telephone:</b> (530) 749-6156
<b>Address:</b> 1917 B St.	<b>Email Address:</b> tmalone@mjuds.com
<b>District Name:</b> Marysville Joint Unified School District	<b>CDS Code:</b> 58-72736-5830138
X Initial Plan Approval: 10/11/2018	
Plan Revision Approval:	

Approved by District Board of Education on .

# **CAASPP Results (All Students)**

## **English Language Arts/Literacy**

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	73	73	72	73	72	71	73	72	71	100	98.6	98.6
Grade 8	71	76	77	71	76	76	71	76	76	98.6	100	98.7
Grade 11	55	47	60	55	45	60	55	45	60	98.2	95.7	100
All Grades	199	196	209	199	193	207	199	193	207	99	98.5	99

\* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	2575.1	2578.3	2574.3	14	12.50	19.72	52	59.72	40.85	25	20.83	30.99	10	6.94	8.45
Grade 8	2594.8	2616.9	2596.0	15	26.32	10.53	54	50.00	56.58	27	19.74	28.95	4	3.95	3.95
Grade 11	2658.6	2658.0	2634.7	38	42.22	31.67	44	46.67	43.33	16	8.89	21.67	2	2.22	3.33
All Grades	N/A	N/A	N/A	21	24.87	19.81	50	52.85	47.34	23	17.62	27.54	6	4.66	5.31

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	27	29.17	35.21	52	54.17	52.11	21	16.67	12.68
Grade 8	44	42.11	30.26	46	50.00	60.53	10	7.89	9.21
Grade 11	53	53.33	45.00	42	42.22	46.67	5	4.44	8.33
All Grades	40	39.90	36.23	47	49.74	53.62	13	10.36	10.14

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	37	27.78	26.76	45	68.06	61.97	18	4.17	11.27
Grade 8	25	34.21	19.74	59	56.58	68.42	15	9.21	11.84
Grade 11	53	51.11	35.00	42	44.44	50.00	5	4.44	15.00
All Grades	37	35.75	26.57	49	58.03	60.87	14	6.22	12.56

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Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	16	16.67	19.72	77	73.61	70.42	7	9.72	9.86
Grade 8	18	26.32	21.05	76	72.37	75.00	6	1.32	3.95
Grade 11	36	31.11	35.00	60	66.67	61.67	4	2.22	3.33
All Grades	23	23.83	24.64	72	71.50	69.57	6	4.66	5.80

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	34	36.11	28.17	52	55.56	59.15	14	8.33	12.68
Grade 8	37	43.42	38.16	58	52.63	51.32	6	3.95	10.53
Grade 11	64	48.89	41.67	33	51.11	50.00	4	0.00	8.33
All Grades	43	41.97	35.75	49	53.37	53.62	8	4.66	10.63

**Conclusions based on this data:**

1. ELA scores are up in 7th and 8th grade and maintained or down slightly in 11th grade, although still a very high rate of achievement at met or exceeded standard. The percent above standard increased in all areas of 11th grade English. The 2017 data is still not out.

# **CAASPP Results (All Students)**

## **Mathematics**

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	73	73	72	73	72	71	73	72	71	100	98.6	98.6
Grade 8	71	76	77	71	76	76	71	76	76	100	100	98.7
Grade 11	55	47	60	55	45	60	55	45	60	98.2	95.7	100
All Grades	199	196	209	199	193	207	199	193	207	99.5	98.5	99

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	2550.1	2559.1	2546.4	15	20.83	15.49	32	22.22	33.80	36	40.28	22.54	18	16.67	28.17
Grade 8	2577.3	2567.2	2554.6	23	21.05	13.16	21	23.68	25.00	34	25.00	32.89	23	30.26	28.95
Grade 11	2603.5	2580.3	2575.8	9	4.44	5.00	29	28.89	35.00	44	37.78	18.33	18	28.89	41.67
All Grades	N/A	N/A	N/A	16	17.10	11.59	27	24.35	30.92	37	33.68	25.12	20	24.87	32.37

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	26	26.39	25.35	44	44.44	39.44	30	29.17	35.21
Grade 8	28	25.00	26.32	41	38.16	42.11	31	36.84	31.58
Grade 11	16	6.67	20.00	51	51.11	30.00	33	42.22	50.00
All Grades	24	21.24	24.15	45	43.52	37.68	31	35.23	38.16

Problem Solving & Modeling/Data Analysis									
Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	27	23.61	18.31	48	50.00	49.30	25	26.39	32.39
Grade 8	21	26.32	15.79	63	46.05	56.58	15	27.63	27.63
Grade 11	22	13.33	10.00	60	62.22	48.33	18	24.44	41.67
All Grades	24	22.28	14.98	57	51.30	51.69	20	26.42	33.33

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Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 7	19	16.67	14.08	64	65.28	66.20	16	18.06	19.72
Grade 8	23	17.11	11.84	65	63.16	64.47	13	19.74	23.68
Grade 11	16	2.22	15.00	69	82.22	56.67	15	15.56	28.33
All Grades	20	13.47	13.53	66	68.39	62.80	15	18.13	23.67

**Conclusions based on this data:**

1. Math scores were up in all grades in terms of met or exceeded overall in math. 7th grade up 3%, 8th grade up 10%, and 11th grade up 11% from 2015 CAASPP scores. The 2017 math scores are not out yet.

**2015-16 California High School Exit Exam (CAHSEE) Results: English-Language Arts****Grade 10 Combined Test**

	# Tested	# Passed	% Passed	# Not Passed	% Not Passed	Avg. Score	% Prof. and Above
<b>All Students Tested</b>							
<b>Race/Ethnicity</b>							
American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							
<b>Language Fluency</b>							
English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient							
English Learner Students							
<b>Economic Status</b>							
Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							
<b>Special Education Program Participation</b>							
Students Receiving Services							

**Summarize your conclusions indicated by the CAHSEE English-Language Arts data:**

**2015-16 California High School Exit Exam (CAHSEE) Results: Mathematics****Grade 10 Combined Test**

	# Tested	# Passed	% Passed	# Not Passed	% Not Passed	Avg. Score	% Prof. and Above
<b>All Students Tested</b>							
<b>Race/Ethnicity</b>							
American Indian or Alaska Native							
Pacific Islander							
Filipino							
Hispanic / Latino							
African American							
Declined to State							
<b>Language Fluency</b>							
English Only Students							
Initially Fluent English Proficient (IFEP)							
Redesignated Fluent English Proficient							
English Learner Students							
<b>Economic Status</b>							
Non-Economically Disadvantaged Students							
Economically Disadvantaged Students							
<b>Special Education Program Participation</b>							
Students Receiving Services							

**Summarize your conclusions indicated by the CAHSEE Mathematics data:**

**California English Language Development (CELDT) Data**

Grade	Percent of Students by Proficiency Level on CELDT Annual Assessment														
	Advanced			Early Advanced			Intermediate			Early Intermediate			Beginning		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
7	44	***		56	***										
8		60		***	40										
9				***	***		***								
10				***	***										
11		***			***										
Total	29	50		64	50		7								

**Summarize and draw conclusions regarding the school's district Benchmark Data:**

The number of advanced and early advanced improved over 2015. The 2017 data is not available yet.

**Summarize your conclusions indicated by the CELDT and Title III Accountability Data. Provide specific "Action Steps" based on your findings. An emphasis should be placed on Intermediate level students and Long Term English Learners (LTEL= EL student 5+ years):**

Our English learners are progressing and learning English well.

Dropout and Graduation Rates

Indicator	School			District			State		
	2014-15	2016-17	2017-18	2014-15	2016-17	2017-18	2014-15	2016-17	2017-18
Dropout Rate (1-year)	0.00	0.00	0	11.60	8.30	8.3	11.50	10.70	10.7
Graduation Rate				79.56			80.95		

Summarize your conclusions indicated by the Dropout and Graduation data:

We have done a good job of keeping our students in school.



**District Benchmarks**

Grade Level	Quarter 1 Benchmark					
	% At or Above Proficient: ELA			% At or Above Proficient: Mathematics		
	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
Integrated math 1						
Integrated math 2						
Integrated math 3						

**Summarize and draw conclusions regarding the school's District Benchmark Data:**

Eighth grade math scores at or above proficient are very low. This may be due to ,however, the benchmark itself (it may need to be made to do a better job of testing the essential standards).

Grade Level	Quarter 2 Benchmark					
	% At or Above Proficient: ELA			% At or Above Proficient: Mathematics		
	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
Integrated math 1						
Integrated math 2						
Integrated math 3						

**Summarize and draw conclusions regarding the school's District Benchmark Data:**

Eighth grade math scores improved over 2016 but need to continue to improve significantly. The 7th grade scores in math decreased slightly. The ELA scores in ELA improved significantly.

Grade Level	Quarter 3 Benchmark					
	% At or Above Proficient: ELA			% At or Above Proficient: Mathematics		
	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
Integrated math 1						
Integrated math 2						
Integrated math 3						

**Summarize and draw conclusions regarding the school's District Benchmark Data:**

The grade 11 Q1 -3 benchmark increases did not correspond to the drop in CST scores for the 11th grade. Grade 10 showed a drop in Q1 and Q2 benchmark scores but an increase in Q3 scores. Grade English students was the only grade level to score higher on the CST.

Grade Level	Quarter 4A Benchmark (Algebra Only)		
	% At or Above Proficient: Mathematics		
	2016-17	2017-18	2018-19

**Summarize and draw conclusions regarding the school's District Benchmark Data:**

Grade Level	Quarter 4 Benchmark					
	% At or Above Proficient: ELA			% At or Above Proficient: Mathematics		
	2016-17	2017-18	2018-19	2016-17	2017-18	2018-19
Integrated math 1						
Integrated math 2						
Integrated math 3						

**Summarize and draw conclusions regarding the school's District Benchmark Data:**

District Writing Prompt

Grade Level	Writing Prompt		
	% At or Above Proficient		
	2016-17	2017-18	2017-18

Summarize and draw conclusions regarding the school’s District Benchmark Data:

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## VI. Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SCHOOL GOAL #1</b> <b>(Goals should be prioritized, measurable, and focused on identified student learning needs)</b> By June 2019, student results from state testing for common core math will improve by at least 3% over the CAASPP data for 2018.		
<b>What data did you use to form this goal (findings from data analysis)?</b> Math SBAC scores		<b>What did the analysis of the data reveal that led you to this goal?</b> MCAA's students' rate of achievement in math (proficient or higher) is lower than in other subjects.
<b>Who are the focus students and what is the expected growth?</b> All math students not meeting or exceeding the standards on the benchmarks and SBAC. The percentage of students meeting or exceeding the state standards in math will increase by 3% compared to the 2018 math SBAC data.		<b>What data will be collected to measure student achievement?</b> Benchmark and CCSS data.
<b>What process will you use to monitor and evaluate the data?</b> Math teachers will collaborate and review quarterly benchmark data, common assessments, and classroom quiz and other test data. They will then reevaluate their plans for student achievement.		

<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/ Estimated Cost</b>
1.1 Review concepts through warm-ups and exit slips	Continuous	N/A	
1.2 Retired math teacher will tutor struggling math students and fill in missing skills.	9-4-18 through 5-23-19	\$28 per hour up to \$8,960.	Block 8000.00
1.3 Strategically target students for in-class interventions, 9th block interventions, and mentoring.	9-17-18 till end of May, 2019	N/A	
1.4 Increase math collaboration time by dedicating 90 minutes during the normal work day for staff collaboration two to three times per week.	Throughout the school year.	N/A	

<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/            Estimated Cost</b>
1.5 Math teachers will provide after school tutoring	Throughout the school year.	Tutoring for 1 hour after school for 4 days each week.	Block \$7,034
1.6 Math teachers will utilize Carnegie integrated software.	Ongoing	The cost of Carnegie software was included in the purchase of the Carnegie math books.	
1.7 Math teachers will observe each other at least once during the school year.	One time during the school year	Teachers will observe each other, during their prep periods, at least 1 time during the school year. Cost of one hour of extra duty pay each time per teacher.	Block \$146.55
1.8 Professional Development for math teachers.	Throughout the 2018-19 school year	Cost of subs, registration, parking, and gas up to \$2,500.00.	Block \$2,500.00
1.9 District curriculum specialist will help math team disaggregate data, plan, and improve instruction and student learning.	Throughout the 2018-19 school year.	District curriculum specialist does not charge us.	
1.10 Teachers will utilize common assessments to achieve maximum effectiveness.	ongoing	N/A	



## VI. Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SCHOOL GOAL #2</b> <b>(Goals should be prioritized, measurable, and focused on identified student learning needs)</b> Add additional teacher collaboration time each month and provide professional development for the teaching staff in order to improve student achievement, as measured by the CCSS exam, AP Exams, and projects and performances that utilize rubrics in the arts.		
<b>What data did you use to form this goal (findings from data analysis)?</b> CST science, CAASPP data, and feedback from arts teachers.	<b>What did the analysis of the data reveal that led you to this goal?</b> Teachers need more time working together so that they can discuss students, data, interventions, lesson planning, etc. in order to target whole classes, individual students, or groups of students. Teachers also have the goal of integrating more of the arts into the academic curriculum.	
<b>Who are the focus students and what is the expected growth?</b> Students in the arts classes, all academic students. The percent of students meeting or exceeding the standards for state testing for math as determined by the SBAC will increase in all grades by 3% over 2018. The percent of students meeting or exceeding the state standards for English as determined by the SBAC will increase in all grades by at least 3% over 2018. The science baseline will be set in 2019. 50% or more of students taking AP exams are expected to pass them and receive college credit.	<b>What data will be collected to measure student achievement?</b> CAASPP data, benchmark exams, rubrics and student projects and performance videos.	
<b>What process will you use to monitor and evaluate the data?</b> Teachers will collaborate approximately 3 times per month in order to discuss data, rubrics and projects with the aim of improving student achievement. In these collaborative meetings they will reflect on student data, performances, and projects and, when necessary, modify rubrics, lessons, etc. in order to improve student achievement.		

<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/ Estimated Cost</b>
2.1 Continue to disaggregate data and plan accordingly, including interventions for students, at our collaboration meetings. (Teachers meet to analyze student work, to analyze common formative assessment data and other data in order to identify individual student needs, improve instruction and to plan interventions, including scaffolding and various school supports).	Ongoing	N/A	
2.2 Overall increase in collaboration time. We now have 20 days of 90 minutes of collaboration on Wednesdays built into the schedule.	8-29-18 to ongoing	N/A	

<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/            Estimated Cost</b>
2.3 Substitute teachers will be used to provide additional collaboration time beyond Wednesday collaboration days.	2018/19 school year	The cost of 12 days of substitute teachers for 4 teachers. One sub for one day equals \$135.00.	Block \$6480.00
2.4 District curriculum specialist and a Solution Tree collaboration specialist will help PLC teams to become more effective in raising student achievement.	8/30/18 to 4/30/19	The Solution Tree collaboration specialist costs \$5,000.00/day. We will have her at MCAA eight days for a total of \$40,000.00	Block \$40,000.00
2.5 Professional development for teachers (include project based learning, curriculum integration, arts education, AP development, quality instruction, professional communities, and Illuminate).	2018/19 school year	Cost of subs at \$135.00 per day, registration, parking, and flight ticket (excluding math teachers. They were included in goal one).	Block \$24,004.00
2.6 Review, create and refine assessments and assessment methods for the fine and performing arts. Tie to CCSS (when applicable), to portfolios, to culminating projects, and to Career (professional) Pathways Program.	August, 2018 to May, 2019	We will use our built-in Wednesday collaboration time.	
2.7 Objectives will be clearly stated and posted for each class. Unit maps for ELA and math will be made available on the school's web site.	Ongoing	N/A	

## VI. Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SCHOOL GOAL #3</b> <b>(Goals should be prioritized, measurable, and focused on identified student learning needs)</b> A plan will continue to be implemented that will allow for the addition or improvement in facilities so that more elective and academic classes can be added to the master schedule.		
<b>What data did you use to form this goal (findings from data analysis)?</b> Parent, staff, student surveys, and WASC team findings.	<b>What did the analysis of the data reveal that led you to this goal?</b> There is a need for a theater so that we can improve, expand, and better fund our arts programs. There is a need for a physical education facility (dance, martial arts, etc.). We currently rent from another organization and crossing the highway to get to this facility can be dangerous. We also need more classrooms in order to provide the teachers with a classroom. Added classrooms would allow us to expand our academic and arts programs. We are currently on the district bond, hopefully it will pass in November, for a performing arts center to be built for MCAA.	<b>What data will be collected to measure student achievement?</b> CCSS exam, Benchmarks
<b>Who are the focus students and what is the expected growth?</b> All 7th - 12th grade students. We plan to add another modular classroom to the campus in the fall of 2018 and in several years have a new theater or renovate the old Marysville theater. We may benefit from a district bond, which would give us a performing arts building, if passed.		
<b>What process will you use to monitor and evaluate the data?</b> Lobby the district for improved and additional facilities. Lobby the district to submit a bond that would provide funding for a theater. Submit grant applications in order to obtain facilities or improvements in facilities.		

<b>W</b> <b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/ Estimated Cost</b>
3.1 Save funds each year in order to add a staff workshop and an intervention room.	Groundwork was laid in the summer 2016. Should have the modular room added by December 2018.	Save up to \$65,000 for the cost of the modular room. Most of the infrastructure is already completed. The portable will cost approximately \$165,000.00.	Block 65,000.00
3.2 Save for future replacement of chromebooks, carts, computers, desktop computers, and MAC computers.	2018/19 school year.	Save \$17,000. for replacement of computers and possibly carts.	Block \$17,000.
3.3 Continue to offer additional elective and academic classes and class sections added to the master schedule (AP Art, AP Calculus, Dance, etc.)	Ongoing	Maintain the addition of two sections of martial arts to the master schedule. Maintain the addition of Study Skills classes by keeping 1FTE to teach Study	Block \$65,835.00

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<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/ Estimated Cost</b>
		Skills, Career Technology, English.	
3.4 Continue to lobby the district for and pursue funding for a new performing arts theater or renovations to the Marysville Auditorium, improvements to the MHS South Auditorium, and a new performing arts building (bond)	Ongoing	N/A	

## VI. Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SCHOOL GOAL #4 (Goals should be prioritized, measurable, and focused on identified student learning needs) Increased focus of resources on students needing extra help - both struggling (low achieving) and students in Honors and AP classes.		
<b>What data did you use to form this goal (findings from data analysis)?</b> Parent, staff, and student surveys, and WASC findings	<b>What did the analysis of the data reveal that led you to this goal?</b> Academic contract failure rate at 33% or higher. Math at standard or higher rate is too low compared to other subjects. A-G completion rate of seniors was 50% in 2016, the 2017 it was 71%, and in the 2018 A-G completion rate was 68%.	
<b>Who are the focus students and what is the expected growth?</b> Students receiving F's and/or less than a 2.0 GPA, foster youth, students on IEP's, 504's, SST's, EL students, and socio-economically disadvantaged students. The successful academic contract completion rate in the spring of 2018 was 44%. We should improve this by at least 6% or more by spring 2019.	<b>What data will be collected to measure student achievement?</b> CCSS exam, grade reports, academic contract completion, A-G completion rate.	
<b>What process will you use to monitor and evaluate the data?</b> We will collaborate on a regular basis, look at above data, discuss students, and adjust as needed.		

<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/ Estimated Cost</b>
4.1 Identify at-risk learners early each semester and provide interventions for them.	Identify at the beginning of each semester (9-17-18) and (2-25-19) provide interventions for them for at least one semester.	N/A	
4.3 Students can articulate what they are learning and set goals to meet the learning target.	ongoing	N/A	
4.4 Maintain school to home communication. Form an ELAC Committee when enrollment mandates it and utilize the committee to improve parent communication.	ongoing	School newsletter is translated into Spanish and mailed home. This is done through the district at no cost to the school. The school web site is updated and maintained on a regular basis.	
4.5 The PLC teams will utilize four 30 minute ninth block classes	Every year	The only cost for these interventions may be the cost	

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<b>Actions To Be Taken To Reach This Goal</b> Consider all appropriate dimensions (e.g. Parent Involvement, Teaching and Learning, Staffing and Professional Development).	<b>Timeline</b> (Action Start Date & Completion Date)	<b>Proposed Expenditures</b> List each expenditure and quantity needed.	<b>Funding Source/            Estimated Cost</b>
per week in order to reinforce and extend learning for all students including those in Honors and AP classes.		of subs so that the teachers can extend collaboration time, if needed. This sub cost is covered in goal 2.	
4.6 Provide adult mentors for struggling students and all foster students.	Ongoing every school year.	N/A	
4.7 Continue to provide multiple field trips to universities and performing arts schools and maintain or increase the number of college representative visits to MCAA.	Every school year	Cost of a bus or van and substitute teachers.	Block \$1,500.00
4.8 Teachers use a variety of instructional strategies to teach academic vocabulary in all content areas (including a common math and science language).	Every school year	N/A	
4.9 Develop and implement a plan to improve student self-evaluation of academic and school-wide goal achievement.	Every school year	N/A	

2018-19 Program Expenditure Summary					
Goal 1		Goal 2		Goal 3	
Block Grant	17,680.55	Block Grant	70,484	Block Grant	147,835
Other		Other		Other	
<b>Total</b>	<b>17,680.55</b>	<b>Total</b>	<b>70,484</b>	<b>Total</b>	<b>147,835</b>
Goal 4		Goal 5		Goal 6	
Block Grant	1,500	Block Grant	0	Block Grant	0
Other		Other		Other	
<b>Total</b>	<b>1,500</b>	<b>Total</b>	<b>0</b>	<b>Total</b>	<b>0</b>
Total Allocation		Total Expenditures		Balance	
Block Grant	0	Block Grant	237,499.55	Block Grant	-237,499.55
Other	755,123	Other			
<b>Total</b>	<b>755,123</b>	<b>Total</b>	<b>237,499.55</b>	<b>Total</b>	<b>517,623.45</b>

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### Programs Included in this Plan

Check the box for each state and federal categorical program in which the school participates and, if applicable, enter amounts allocated. (The plan must describe the activities to be conducted at the school for each of the state and federal categorical program in which the school participates. If the school receives funding, then the plan must include the proposed expenditures.)

State Programs	Allocation
Charter School Block Grant	0
List and Describe Other State or Local Funds: Transfer to Charter Schools in lieu of property taxes Other state revenue Unrestricted Lottery Restricted Lottery	755,123
Total amount of state categorical funds allocated to this school	\$755,123

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### School Site Council Membership

#### School Plan for Student Achievement (SPSA)

Education Code Section 64001 requires that this plan be reviewed and updated at least annually, including proposed expenditures of funds allocated through the Consolidated Application, by the school site council. The purpose of the SPSA is to raise the academic performance of all students to the level of state achievement standards. The SPSA must integrate the purposes and requirements of all categorical programs in which the school participates. The plan must be amended and approved by the local governing board at least annually and whenever there are material changes that affect the academic program for students at the school.

#### School Site Council Membership (SSC)

Education Code Section 64001 requires that the School Plan for Student Achievement (SPSA) be reviewed and updated at least annually by the school site council and include the proposed expenditures of funds allocated through the Consolidated Application.

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Tim Malone	1				
Linda Summers				X	
Nicole Tindall				X	
Nikki Kinner				X	
Brenda Brown			X		
Petra Nabi					X
Natalie Kinner					X
Constance Mathews					X
Arlin Ordaz					X
Todd deVlaming		X			
Valeri Mathews		X			
Vanessa Ramirez		X			
Cierra Maguire		X			
<b>Numbers of members of each category</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>3</b>	<b>3</b>

At secondary schools, the council must be constituted to ensure parity between (a) the principal, classroom teachers, other school personnel, and (b) parents of pupils attending the school or other community members, and pupils. Classroom teachers must comprise the majority of persons represented under section (a). Parity between pupils and parents or other community members must be ensured. Members must be elected by their peer group. (Education Code 52012)

The smallest secondary council has 12 members: Principal (1), Teacher (4), Other School Personnel (1), Parents (3,) and Pupils (3).

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## Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**):

English Learner Advisory Committee

X School Advisory Committee (Economic Impact Aid – State Compensatory Education)

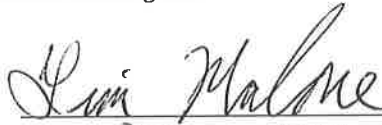
Other committees established by the school or district (list):

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on: '

Attested:

Tim Malone

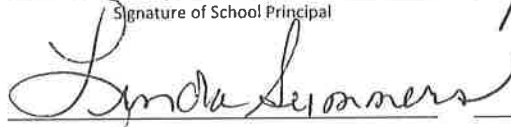
Typed Name of School Principal

  
Signature of School Principal

10/11/18  
Date

Linda Summers

Typed Name of SSC Chairperson

  
Signature of SSC Chairperson

10/11/18  
Date

Typed Name of ELAC Chairperson

Signature of ELAC Chairperson

Date

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# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

## AGREEMENT FOR INSPECTION SERVICES

PROJECT: **Marysville High School: South Auditorium Project**

This agreement is made and entered into on this **23th day of October, 2018**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack Campbell** referred to as "INSPECTOR".

### WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

#### 1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

#### 1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

#### 1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

**\$70.00 per hour for DSA Class I;**  
\$65.00 per hour for DSA Class II;  
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$ **15,500**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

\_\_\_\_\_  
Michael Hodson, Assistant Superintendent, Business Services

\_\_\_\_\_  
Date

'INSPECTOR'

\_\_\_\_\_  
Jack Campbell Class III & IV DSA Inspector

\_\_\_\_\_  
Date

10-23-18



**CONTRACT SERVICES AGREEMENT**  
**Edgewater Portable Addition Project**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this date **October 23, 2018** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Warren Consulting Engineers, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

**1.1 SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

**1.2 TERM:** This Agreement shall have a term of **school year** commencing from **October 24, 2018 – July 2019**

**1.3 COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.**(hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **Seven Thousand Five Hundred Dollars, \$7,500.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

**1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR in one lump sum within 90 days of the Work being completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **FORTY-FIVE (45)** calendar day of receipt of each invoice, DISTRICT shall pay all

undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

## II. PERFORMANCE OF AGREEMENT

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

- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.



### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind**

coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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

#### V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
Warren Consulting Engineers, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
ATT: Thomas Fassbender  
Phone: 916.985.1870  
Fax: 916.985.1877  
Email: [wce@wceinc.com](mailto:wce@wceinc.com)

**DISTRICT:**  
Marysville Joint Unified School District  
1919 B Street  
Marysville, Ca 95901  
ATT: Travis Barnett  
Director of Buildings and Grounds  
Phone: 749-6184  
Email: [tbarnett@mjusd.com](mailto:tbarnett@mjusd.com)

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

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

**CONTRACTOR:**  
Warren Consulting Engineers, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
ATT: Thomas Fassbender  
Phone: 916.985.1870  
Fax: 916.985.1877  
Email: [wce@wcelnc.com](mailto:wce@wcelnc.com)

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Marysville Joint Unified School District  
1919 B Street  
Marysville, Ca 95901  
ATT: Travis Barnett  
Director of Buildings and Grounds  
Phone: 749-6184  
Email: [tbarnett@mjud.com](mailto:tbarnett@mjud.com)

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

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- 6.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:**

By: \_\_\_\_\_  
Michael Hodson  
Assistant Superintendent of Business Services

**Contractor**

By: Thomas E. Fassbender  
Name: Thomas E. Fassbender  
Title: President





Warren Consulting Engineers, Inc.

August 27, 2018

email: tbarnett@mjud.k12.ca.us

Travis Barnett  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

**RE: PROPOSAL FOR SURVEYING SERVICES FOR THE EDGEWATER KINDER COMPLEX**

Dear Travis,

We are pleased to submit for your review and consideration our proposal for surveying services for the above referenced project. The scope of work consists of the following:

**1. Topographic Survey**

- A. Prepare a topographic survey of the site areas as noted on the attached sketch.
- B. Refer to attached checklist for items to be included on the survey.
- C. Prepare final signed topographic survey and provide AutoCAD disk.

**Total Fee: \$7,500.00**

**Items not included in this proposal are:**

- 1. Title reports.
- 2. Boundary Surveys.
- 3. Underground utility location.
- 4. Construction Staking.

Billing will be on a monthly basis for work completed within that month. Payments shall be made within 30 days of receiving the billing statement.

If this proposal is acceptable, please sign and return one copy.

Sincerely,

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

*Thomas E. Fassbender*

Thomas E. Fassbender, P.L.S., P.E.

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

TEF/tlb  
18P.243

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1117 Windfield Way, Ste. 110 El Dorado Hills, CA 95762  
Phone: 916-985-1870 Fax: 916-985-1877 Email: wce@wceinc.com

**TOPOGRAPHIC SURVEY CHECKLIST****DATE: 08/27/18**

TO: Travis Barnett  
PROJECT: Survey of Edgewater Kinder Complex  
LOCATION: 5715 Oakwood Drive, Marysville, CA 95901  
APN: \_\_\_\_\_  
OWNER: Marysville Joint Unified School District  
ADDRESS: 1919 B Street Marysville, CA 95901

**ITEMS NEEDED FROM OWNER**

- ☐ 1. Title Report – **NEEDED WITH NOTICE TO PROCEED.**
- ☐ 2. Permission to Enter Site
- ☐ 3. Contact Person and Phone Number
- ☒ 4. Owner to provide as built or design drawings of existing facilities on-site if available. **NEEDED WITH NOTICE TO PROCEED**

**DRAWINGS**

- ☒ 5. Scale of finished drawing shall be 1" = 20'.
- ☒ 6. Finish drawing shall be a signed bond paper plot.
- ☒ 7. CD AutoCAD disk, 2018 Release.

**ELEVATION BASIS**

- ☒ 8. Based on previous survey.
- ☐ 9. Based on design elevation.
- ☐ 10. Assumed elevation.

**BOUNDARY**

- ☐ 11. Property line bearings, dimensions, reference points, and other pertinent data.
- ☒ 12. Locate and identify monuments and markers found.
- ☐ 13. Set a monument at each change in boundary course when no monument is existing, and file record survey with the County.
- ☐ 14. Indicate easements, rights of way, and encroachments on and immediately adjacent to the property.

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# Edgewater

Legend

Google Earth



Edgewater Elementary School

**Valenzuela/CAHSEE Lawsuit Settlement**  
**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186(d)]  
**2018-2019**

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:  
(check one)

- ☒ October 2018-1<sup>st</sup> quarter-(7/1/18-9/30/18)  
☐ January 2019-2<sup>nd</sup> quarter (10/1/18-12/31/18)  
☐ April 2019-3<sup>rd</sup> quarter (1/1/19-3/31/19)  
☐ July 2019-4<sup>th</sup> quarter (4/1/19-6/30/19)

Date for information to be reported publicly at governing board meeting: October 23, 2018

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Dr. Gay S. Starkey

  
Signature of District Superintendent

October 15, 2018  
Date

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# **Marysville Joint USD**

## **Board Policy**

### **Education For Foster Youth**

#### **BP 6173.1** **Instruction**

The Board of Education recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.

(cf. 6011- Academic Standards)  
(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation.

The Superintendent or designee shall collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)  
(cf. 5141.6 - Student Health and Social Services)

#### **Legal Reference:**

##### **EDUCATION CODE**

42920-42925 Foster children educational services

48645.1 Juvenile court schools

48645.5 Coursework completed in public school, juvenile court school, or nonpublic nonsectarian school

48850-48859 Educational placement of students residing in licensed children's institutions

49061 Student records

49069.5 Foster care students transfer of records

49076 Access to student records

56055 Rights of foster parents in special education

##### **WELFARE AND INSTITUTIONS CODE**

300 Children subject to jurisdiction

309 Investigation and release of child

361 Limitations on parental or guardian control

366.27 Educational decision by relative providing living arrangements  
602 Minors violating law; ward of court  
726 Limitations on parental or guardian control  
727 Order of care, ward of court  
UNITED STATES CODE, TITLE 42  
11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

WEB SITES

California Department of Education, Foster Youth Services Program:

<http://www.cde.ca.gov/spbranch/ssp/fysprfa/fysrfa.htm>

California Department of Social Services, Foster Youth Ombudsman Office:

<http://www.fosteryouthhelp.ca.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

# Marysville Joint USD

## Board Policy

### Education For Foster Youth

#### BP 6173.1 Instruction

The Board of Education recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.

(cf. 0460 - Local Control and Accountability Plan)  
(cf. 3100 - Budget)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5147 - Dropout Prevention)  
(cf. 6011- Academic Standards)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6173 - Education for Homeless Children)  
(cf. 6179 - Supplemental Instruction)

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. . To that end, he/she shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's

feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 0450 - Comprehensive Safety Plan)  
(cf. 5131 - Conduct)  
(cf. 5131.2 - Bullying)  
(cf. 5137 - Positive School Climate)  
(cf. 5138 - Conflict Resolution/Peer Mediation)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.9 - Hate-Motivated Behavior)  
(cf. 6020 - Parent Involvement)

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(cf. 5131.2 - Bullying)  
(cf. 5137 - Positive School Climate)  
(cf. 5138 - Conflict Resolution/Peer Mediation)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.9 - Hate-Motivated Behavior)  
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)  
(cf. 5141.6 - Student Health and Social Services)

Legal Reference:

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California Department of Social Services, Foster Youth Ombudsman Office:

<http://www.fosteryouthhelp.ca.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

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