

**Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum**

LEA Name

For which ESSA programs apply to your LEA?

Marysville Charter Academy for the Arts

Choose From:

CDS Code:

TITLE I, PART A

58-72736-5830138

Improving Basic Programs Operated by
State and Local Educational Agencies

Link to the LCAP:

(optional)

(note: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

<http://charter.mjusd.com/documents/LCAP/20>

[-21/2020-](#)

[21%20MCAA%20LCAP%20Draft.pdf](#)

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The Marysville Charter Academy for the Arts (MCAA) uses federal funds to supplement and enhance actions and services funded with state funds that are designed to close the achievement gap and support all students in meeting challenging state academic standards reflected in our LCAP. MCAA uses all federal funds to supplement the three goals of our LCAP:

LCAP Goal 1: Provide learning opportunities that result in increased academic achievement and ensure quality instruction for all students, including support systems that meet the needs of the targeted population.

LCAP Goal 2: Enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is culturally responsive to all students.

LCAP Goal 3: Increase parent, family, and community involvement in the education of all students.

Title I funds are primarily used for the purpose of supporting students who are not performing at grade level through additional staff and resources specific to remediating educational gaps. The purpose of Title I is to provide children significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Supplemental federal funds complement the core program and extend a multi-tiered system of support to enhance positive outcomes for all students. Federal funding works in conjunction with state supplemental and concentration dollars to enhance the improvement framework that focuses on rigorous state academic standards, differentiated and student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success.

Needs assessments determine areas in need of supplemental resources to support academic and socio-emotional growth. Data analysis and stakeholder input drive the needs assessment process. Our School Plan for Student Achievement aligns school goals with state priorities and LCAP goals. Stakeholder groups include parents, students, community members, and staff.

The MCAA LCAP guides the use of LCFF funds available to the school. All Title I funds are aligned to the MCAA LCAP goals. The school's 2019-20 unduplicated low-income student count is 59%. All MCAA goals are designed to close the achievement gap and meet the needs of targeted students. With the established goals and programs defined in the LCAP, all students benefit from these services. The expenditures of these funds are outlined in the activities and allocations in the development of MCAA's three strategic goals. Stakeholder input through surveys and public forums framed the MCAA LCAP plan that largely features services to English learners, students of low-income families, and foster youth through specific programs and personnel.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

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TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

The poverty criteria used is the percent of students who are eligible for free or reduced priced meals. Even though MCAA participates in the Marysville Joint Unified District's "Community Eligibility" program, MCAA continues to use multiple measures to collect data that qualifies as eligible poverty data for Title I purposes. The relevant Community Eligibility percentage of identified students and direct certification data combined with household income applications as reported to the California Department of Education serve as the basis of our free and reduced-price lunch percentages. Funding is generated based on socio-economic status, but services are directed to academically at-risk students.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A as the LEA is a Charter School. At MCAA, all academic classes are college preparatory. Thus all low-income and minority students are always integrated into grade level appropriate, college preparatory classes taught by the same teachers as all other students. In addition, MCAA sets high standards for hiring and makes every effort to recruit and retain highly qualified educators. MCAA continues to provide high quality professional development, Professional Learning Communities, wage increases, and incentives to encourage teacher recruitment and retention.

Parent and Family Engagement

ESSA SECTIONS 1112(B)(3) AND 1112(B)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

The Marysville Charter Academy for the Arts recognizes parents and families are their children's first and most influential teachers and that sustained parent and family engagement contributes greatly to student achievement and a positive school environment. Parents and families are involved in a range of activities at the school from advisory, decision-making, and advocacy roles to activities that support extra-curricular programs and learning at home.

The school Parent and Family Engagement Policy is distributed annually to all parents and guardians as part of our Annual Notice to Parents at the beginning of each new school year. The Parent and Family Engagement Policy is based upon Marysville Joint Unified School District Board Policy and Administrative Regulations to ensure compliance with both Federal and State regulations. It is updated annually based on recommended changes from the California School Board Association and through feedback received from our School Site Council and MJUSD parent advisory groups such as the District Advisory Committee and the District English Learner Advisory Committee. The policy is available on the school website with hard copies available in the school office.

Using a template developed by the Marysville Joint Unified School District, MCAA determined site needs with input from stakeholders, school leaders, teachers and parents. These site needs were utilized to develop SPSA goals. Statewide and local academic performance indicators also informed the SPSA development. The SPSA outlines evidence-based interventions to address resource inequities and the funding tied to each action item. The SPSA was approved by the MCAA School Site Council and the MJUSD Board of Trustees. District personnel support MCAA in evidence-based interviews and the identification and resolution of any resource inequities in the SPSA. MJUSD supports the MCAA School Site Council in its responsibility for developing and revising the SPSA in collaboration with the site instructional leadership team. Ongoing consultation with site advisory groups about student performance data, student needs, identified goals, appropriate interventions/preventions, and associated budgets is an integral part of the development and monitoring of the SPSA.

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Parents and families are encouraged to assist leadership and governance capacities through our School Site Council. Site Council meetings create a scheduled platform for interaction on the LCAP and Title I programs with dialogue active throughout the school year. Parents and families provide insight and input on the comprehensive needs assessment to assist with the creation of a Title I program that provides supplemental services and resources to assist its students in meeting grade level standards. The Site Council approves all Title I expenditures which ensures a collective responsibility between the school and parent/community stakeholders to meet the educational needs of students who are not achieving at grade level. Parents and families are encouraged to be a part of the planning, design, implementation, and evaluation on an ongoing basis.

In addition to the Parent and Family Engagement Policy, MCAA annually develops a School-Parent Compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. This Compact jointly developed with parents, describes specific ways the school and families will partner to help children achieve high academic standards. Both parents and school leadership sign the Compact.

A host of varied methods to encourage parent and family engagement are incorporated into the educational program. MCAA regularly sends home a newsletter and updates to keep parents and families apprised of opportunities designed specifically to welcome them to the campus. A telephone message system and digital message systems (Aeries Communication, MCAA app) are also utilized to keep parents updated on parent and family engagement opportunities as well as other important notifications. Back-to-school nights kick off the school year and set the tone for active engagement. MCAA makes a school calendar available on its website that includes important school events, activities, and opportunities for parent and family engagement opportunities. MJUSD also maintains a website with information and a wide range of resources for parents and families. To the extent practical, all communications at school and district levels are presented in a format and language the parents can understand.

MCAA site administration, with the assistance of staff and students, provides regular reports at school board meetings. On a rotation basis with other district schools, MCAA's report highlights unique school events and activities, student achievement, and parent and family engagement activities such as educational field trips, parent and student organizations, booster clubs, and visual and performing arts productions.

MCAA staff members are trained in the importance of working with parents and valuing their contributions as equal partners in education. Professional Learning Community meetings include sharing data with parents to strength ties between parents and the school. MCAA provides reasonable accommodations to parents and family members. Special accommodations are made for communicating with families that have accessibility needs or other special needs. On an individual basis, we remove communication barriers for our families.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

MCAA operates as a schoolwide Title I program.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A as MCAA operates as a schoolwide Title I program, not as a targeted assistance program. Based on the school's comprehensive needs assessment, the School Site Council is responsible for the development, annual review, and update of the School Plan for Student Achievement (SPSA). The SPSA is the strategic plan that MCAA utilizes to map the goals, actions, and strategies to increase student success. Title I funds are used in combination with federal, state, and local funds to upgrade the entire educational program for all students in the school. The SPSA is developed to particularly address the needs of low-achieving students and those at-risk of not meeting the state achievement standards. MCAA's SPSA outlines strategies that the school uses to address school needs and provide academic achievement interventions designed to bring students to grade level. Methods and instructional strategies that strengthen the academic program, increase the amount and quality of learning time, and help provide an enriched curriculum are outlined in the SPSA. MCAA also uses supplemental, adaptive, prescriptive, technology-based intervention programs managed by credentialed staff to enhance the core academic program.

MCAA leadership in conjunction with the School Site Council, develop the annual achievement goals and identify the programs and activities to provide a well-rounded education. SPSA goals are identified to address the specific educational needs of the school through a comprehensive needs assessment. Annually, the School Site Council evaluates the SPSA outcomes to ensure expenditures are aligned to improve academic achievement. The evaluation of the effectiveness of the instructional program is based on an analysis of verifiable student data and annual updates will reflect any appropriate modifications to the program.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

MCAA is supported by the Marysville Joint Unified School District Homeless Education Program. MJUSD's Homeless Education Program ensures that students in homeless situations have the right to go to school no matter where they live or how long they have lived there. The Homeless Education Program helps students to enroll and succeed in school, even if students do not have a parent with them or documents such as proof of residency, immunization records, other medical records, school records or other documents. The Program's mission is to ensure that homeless students have the same opportunity to meet the same high academic achievement standards as all students. The Homeless Education Program works to remove barriers for education by providing school supplies, clothes, shoes, and hygiene items and by arranging home to school transportation. The Program also connects families with school programs and refers families to community health, mental health, dental, and other health and welfare services.

Annual training for administrators, teachers, school office personnel, and student support staff on the provisions of the McKinney-Vento Homeless Assistance Act occurs through a series of back to school meetings. This professional development continues throughout the school year at school staff meetings. Homeless education information is also presented throughout the year during monthly administrative meetings. Homeless education training includes issues related to homelessness and the unique needs of children and youth in homeless situations, and the community resources available to assist homeless students.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

N/A

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) coordination with institutions of higher education, employers, and other local partners; and
- (B) increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Transitions of students from local elementary or middle schools to MCAA is accomplished by the targeted outreach of MCAA's Visual and Performing Arts programs and Counseling department. Performances and assemblies that highlight the Academy's Visual and Performing Arts opportunities are offered each spring at local schools. The Counseling department responds immediately to any requests from schools for informational presentations and prospective student advising. MCAA also encourages prospective students and their parents to visit the school and shadow current students. All new students participate in counseling enrollment sessions and a new student orientation. As a bridge school with a 7-12 grade level configuration, continuing MCAA students transitioning from 8th to 9th grade are very familiar with teachers, block scheduling, school culture, and creative arts opportunities. New 7th graders participate in school culture and information assemblies during the fall semester.

High school to college and career transitions are a focus for MCAA and continue to develop as CTE pathways are enhanced. Partnerships with our local community college are strengthened as we continue to develop dual (early college) and articulated courses like Technical Theater. Industry representatives participate on district advisory committees to help tailor CTE curriculum to meet employment demands. In addition, on average, 30 MCAA students (13% of MCAA high school students) are enrolled in at least one community college class each semester and during the summer session. Taking college classes during their high school years prepares students for college level course rigor and enhances their ability to get into their university or college of choice.

MCAA students will also be eligible to participate in the developing MJUSD "Early College Program" partnership with Yuba College that will allow 8th graders transitioning to high school to enter into high school and the junior college simultaneously. These students will be able to complete an AA in humanities at the time of their graduation from high school. MJUSD also plans to build this program with the hopes of scaffolding connections to a proximal university to facilitate ongoing student education post 12th grade.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A. MCAA does not receive Title I, Part D.

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the LEA and correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Parent and Family Involvement

ESSA SECTION 1423(8)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A. MCAA does not receive Title II.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A. MCAA does not receive Title III.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (C) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (D) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A. MCAA does not receive Title IV.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FOOD SERVICE AGREEMENT WITH
AeroSTEM Academy

Addendum #1

The changes in this Addendum are effective starting with meals provided on August 12, 2020.

Addendum to Article A:

SFA will provide supper and snacks that comply with the nutrition standards as established by the United States Department of Agriculture for the Child and Adult Care Food Program (CACFP) to the Academy.

Addendum to Article B:

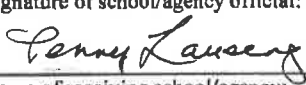
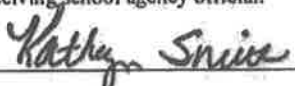
The delivered price per meal will be as follows:

- Supper: free for all enrolled students and \$4.50/non-student supper
- Snack: free for all enrolled students and \$1.50/non-student snack


Addendum to article F:

The Academy will be obligated to accept and pay for the number of supper and snacks requested but not served, at the non-student rate of \$4.50/supper and \$1.50/snack.

For the Distance Learning phase, meals are provided in a daily bag. Meals provided on Monday, Tuesday, Wednesday, and Thursday shall include breakfast, lunch, supper, and snack. The Friday meal bag shall include an additional supper and snack for both Saturday and Sunday. These weekend meals are free for all enrolled students.

Name of school food authority:	
Marysville Joint Unified School District	
Name and title of school/agency official:	Telephone No:
Amber Watson, Director of Nutrition Services	(530) 749-6178
Signature of school/agency official:	Date:
 Penny Lauseng Asst. Supt. Business Services	10/30/2020
Name of receiving school/agency:	
AeroSTEM Academy	
Name and title of receiving school/agency official:	Telephone No:
Kathy Smith, School Director	530-742-2508
Signature of receiving school agency official:	Date:
 Kathy Smith	9/28/2020

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Business Services Department
Approval: 
Date: 10/30/20

FROM: Halee Pomeroy, Executive Assistant to
Francisco Reveles Ed.D., County Superintendent
Yuba County Office of Education

DATE: October 8, 2020

SUBJECT: Date of Annual Organizational Board Meeting

Education Code § 35143 The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members of the date and time selected for the meeting.

Education Code § 72000(c)(2)(A) makes the same provision for a community college district.

To comply with this requirement, please note the action of your district governing board by completing the statement that appears below. Please indicate if local charter provisions or other rules prevail relative to such an organizational meeting. Please return one copy to Francisco Reveles, Ed.D., County Superintendent, within 10 days of the organizational meeting, retaining a copy for your district files.

Pursuant to § 35143 and § 72000(c)(2)(A) of the Education Code the

Governing Board of the Marysville Joint USD **at its**

Name of School District

November 10, 2020 Board Meeting, scheduled the Annual Organizational

Meeting as:

12/15/20

5:30 p.m.

District Office

Date

Time

Place

Secretary/Clerk
Gary Cena

11/10/20
Date

Please return to Halee Pomeroy, Executive Assistant to the Superintendent, 935 14th Street, Marysville 95901
halee.pomeroy@yubacoe.k12.ca.us

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787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

October 26, 2020

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

Re: DSA Approved Classroom Wing
McKenney Intermediate

Attn: Travis Barnett
Director, Maintenance

American Modular Systems is pleased to provide our proposal for the DSA approved classroom wing as shown below. Our pricing is based upon the AOR provided conceptual floor plans dated 10/05/2020 attached to this proposal for reference.

Marysville Joint Unified School District is utilizing the provisions of the Reef-Sunset Unified School District Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): DSA approved modular classroom buildings, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load all buildings, 110 ULT wind load, 2016 CBC, Ss = 0.564, FOB Marysville, CA.

(1) each; 72x40 DSA Approved Classroom wing	2,880 s.f.	\$ 620,640
- consisting of (3) ea 24x40 classrooms		
Design and Engineering Fees		<u>\$ 14,400</u>
Total	2,880 s.f.	\$ 635,040

Per conceptual AOR floor plans dated 10/05/2020 attached and refer to inclusions/exclusions list attached

Options:

- Concrete foundation with vent/access wells** and 2" rodent barrier \$ 98,490 __accepted__declined
- Lightweight concrete floors (all buildings) \$ 31,680 __accepted__declined
- 12" Side overhangs (all buildings) \$ 29,680 __accepted__declined

Total (\$635,040 + accepted options): \$ _____

Terms:

Monthly progress payment net 20 days. Quote good for 60 days.

Proposal Schedule:

Signed Proposal	November 11, 2020
Purchase Order	December 2, 2020
Colors	December 16, 2020
DSA Approval	January 28, 2021
Delivery/Set	May 31, 2021
Completion	July 13, 2021

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Business Services Department
Approval: PK
Date: 10-30-20

Attachments/Exhibits:

AOR-provided conceptual floor plans dated 10/05/2020

Thank you for the opportunity to provide our proposal. If accepted, please check next to each option above, accepted or declined, and sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Marysville Joint Unified School District

Signature

Penny Lauseng

Printed Name

Assistant Superintendent of

Title Business Services

Date

DMS/jt

American Modular Systems, Inc.

Signature

Daniel M Sarich

Printed Name

President

Title

10/26/2020

Date

Inclusions:

Building Envelope:

- 2016 CBC
- Engineering & Design
- Standard delivery/Set-up
- Steel moment frame DSA PC design
- 22 ga standing seam, color metal roof from AMS standard color chart, standard 2:12 steep pitch dual slope
- Reinforced wood floor system
- Hardi underlayment throughout
- 2"x6" wall framing
- PC based concrete foundation design only with 12" footings and 18" crawl space**
- Foundation flashing (standard below-grade, 6" below finished floor)
- Crane charges (up to 120 ton)
- R-30 roof insulation, R-19 walls
- Tempered, dual glazed, bronze anodized non-operable 8'-0"x4'-0" aluminum framed windows as shown

Exterior:

- 18 ga exterior hollow metal door
- Welded door frames
- Factory applied Hybrid Stucco Exterior – vertical surfaces only
- AMS upgraded schedule 40 downspouts
- AMS Standard Dunn Edwards paint
- Allowance for custom 2 color option
- 5 ft. front overhangs, 2 ft. rear overhangs, no side overhangs
- Enclosed soffits; fully insulated, no venting

Interior:

- 8' 6" to 10' vaulted T-bar ceilings with Armstrong 2'x4' lay-in mineral board ceiling tiles in classrooms
- (2) 8'x4' white markerboards per classroom
- AMS standard vinyl tack board interior wall covering over ½" gypboard, full panel close-ups
- Upgraded carpet – Tandus Infinity broadloom with rubber base
- Casework/sink with bubbler as shown – plastic laminate cabinets and countertops
- Upgraded walk-off mat at entries – (2) ea total Tandus Abrasive Action II

Lighting, Electrical, Data:

- LED Interior lighting
- Occupancy sensors
- (1) AMS standard exterior light at each door
- Single phase interior wall electrical panel stubbed to outside
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR

Mechanical:

- Floor-mount 4-ton Bard I-tec indoor HVAC units
- Programmable T-Stats
- Standard ducted supply registers

Inclusions (continued):

Additional Features/Items:

- Semi-recessed fire extinguisher cabinets
- AMS standard Schlage cylinder exterior door hardware
- Project/contract supervision
- One year warranty
- Sales tax

Exclusions:

General Specification, Fees, and Site Requirements:

- DSA approval, DSA plan fees, DSA inspection fees, DSA in-plant/site inspection fees
- HCD fees, site inspections/approvals
- Architect fees
- Union Labor
- Builders Risk Insurance
- Site security to include the delivered buildings
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval

Foundation, Foundation Prep:

- Concrete foundations, foundation embeds, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all weather vehicle/trades access to building pad
- Soils testing, soils reports
- Special handling due to inaccessible site conditions

Equipment and Devices:

- Fire alarm system
- Ramps/ramp transitions to grade
- Fire sprinklers/risers
- Exterior/interior drinking fountain

Electrical and Data:

- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV

Exclusions (continued):

Site, Final Connection, Drainage and Plumbing:

- Full-time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground

Miscellaneous:

- Sealing/waxing of finish floor coverings
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables, feminine hygiene dispensers
- Master keying
- Rated walls
- Air balance reports/testing
- Water chlorination
- HVAC system in restroom building

Special Notes:

****IF CONCRETE FOUNDATION INSTALLATION BY OTHERS:** Concrete foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back change will occur if a delay due to grinding, leveling, etc... is required at the time of installation.

SUB CONTRACTOR PERFORMING CONCRETE FOUNDATION INSTALLATION MUST MEET THE FOLLOWING QUALIFICATIONS:

1. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE INSTALLING MODULAR (PIT SET) FOUNDATIONS
2. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE WITH PUBLIC WORKS PROJECTS SPECIFIC TO EDUCATION
3. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE WORKING ON DIVISION OF STATE ARCHITECT (D.S.A.) APPROVED AND INSPECTED PROJECTS

District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis. Foundation pad over-excavation must be minimum 5' on all four sides.

Concrete Foundation Exclusions – site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, backfilling/compaction, unforeseen conditions.

Special Notes (continued):

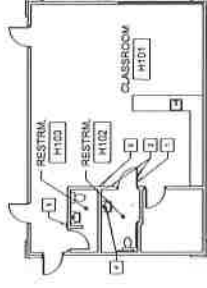
Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by others than AMS, Embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings.

Point of Connection Drawings (POC) as coordinated with the AOR and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution.

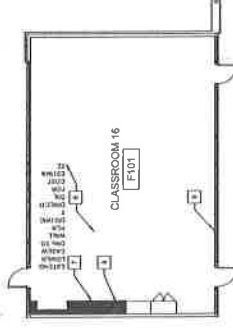
AMS does not have the following included in our scope as listed above per the new requirements in 2016 CBC: exterior lighting back-up battery load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

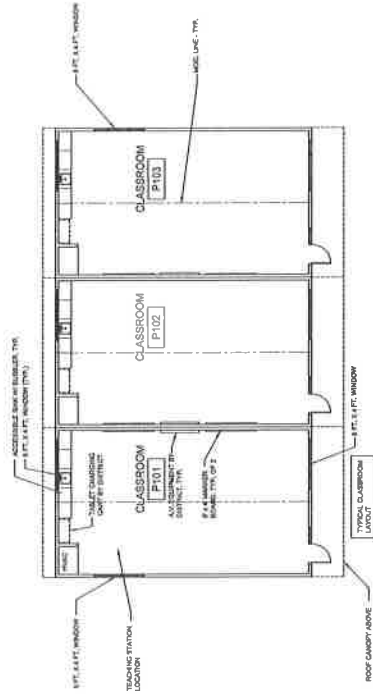
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 - 2. ACCESSIBLE RESTROOM BOWNE
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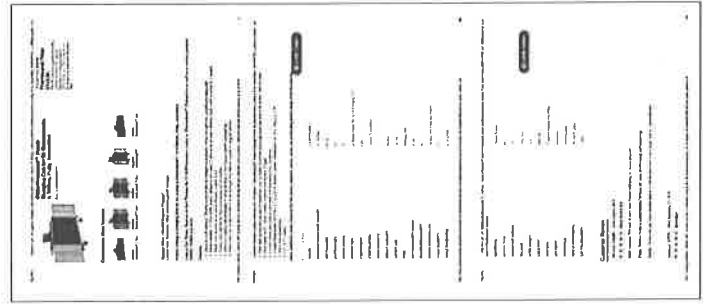
ENLARGED FLOOR PLAN - BLDG. H - NEW WORK
SCALE: 1/8" = 1'-0"



ENLARGED FLOOR PLAN - BLDG. F - NEW WORK
SCALE: 1/8" = 1'-0"



ENLARGED FLOOR PLAN - BLDG. F - NEW RELOCATABLE BLDGS.
SCALE: 1/8" = 1'-0"



SAMPLE - MOBILE CART CHARGING STATION (BY DISTRICT)

SCHEMATIC DESIGN -
APPROVAL SET



REKREYATSE JOINT UNITED SCHOOL
DISTRICT
SCHOOL - NEW MODULAR
SCHOOL - NEW MODULAR

DESIGN

FLOOR PLANS -
NEW WORK

NO. DATE

DATE

DATE

A2.



787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

October 26, 2020

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

Re: DSA Approved 36x40 Classroom
Linda Elementary

Attn: Travis Barnett
Director, Maintenance

American Modular Systems is pleased to provide our proposal for the DSA Approved 36x40 Classroom. Our pricing is based upon the AOR-provided conceptual floor plan dated 10/05/2020 attached to this proposal for reference.

Marysville Joint Unified School District is utilizing the provisions of the Reef-Sunset Unified School District Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): DSA approved modular classroom building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50+15 lb floor load, 110 ULT wind load, 2016 CBC, Ss = 0.557, FOB Marysville, CA.

(1) each; 36x40 DSA Approved Classroom	\$ 253,840
Design and Engineering Fees	<u>\$ 14,400</u>
Total	\$268,240

Per conceptual AOR-provided floor plans dated 10/05/2020 attached and refer to inclusions/exclusions list attached

Terms:

Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.

Proposal Schedule:

Signed Proposal	November 11, 2020
Purchase Order	December 2, 2020
Colors	December 16, 2020
DSA Approval	January 25, 2021
Delivery/Set	June 10, 2021
Completion	July 15, 2021

Attachments/Exhibits:

AOR-provided conceptual floor plans dated 10/05/2020

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Business Services Department
Approval: YR
Date: 10-30-20

Thank you for the opportunity to provide our proposal. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:
Marysville Joint Unified School District

Signature

Penny Lauvens

Printed Name

Assistant Superintendent of
Title Business Services

Date

DMS/jt

American Modular Systems, Inc.



Signature

Daniel M Sarich

Printed Name

President

Title

10/26/2020

Date

Inclusions

Building Envelope:

- 2016 CBC
- Engineering & Design
- Standard delivery/Set-up
- Steel moment frame DSA PC design
- 20ga standing seam metal roof, standard ¼:12 single slope to rear
- Reinforced wood floor system
- 2"x4" wall framing
- Standard wood foundation
- R-30 roof insulation, R-13 walls
- (6) Tempered, dual glazed, bronze anodized non-operable 8'-0x4'-0 aluminum framed windows as shown

Exterior:

- 18 ga exterior hollow metal door
- 16 ga welded door frames
- Duratemp T-1-11 siding
- AMS Standard Dunn Edwards paint
- Allowance for 2 color option
- 5 ft. front overhangs, 2 ft. rear overhangs, no side overhangs
- Enclosed Dupnik-style deep soffits

Interior:

- 8' 6" suspended T-bar ceilings with Armstrong 2'x4' lay-in fiberglass ceiling tiles
- (2) 8'x4' white markerboards per classroom
- AMS standard vinyl tack board interior wall covering over ½" gypboard, batten close-up
- Upgraded carpet – Tandus Infinity broadloom with rubber base
- AMS standard sheet vinyl flooring with 6" rubber base in kitchenette
- Casework/sink with bubbler as shown – plastic laminate cabinets and countertops
- Upgraded walk-off mat at entries – (2) ea total Tandus Abrasive Action II

Lighting, Electrical, Data:

- LED Interior lighting
- Occupancy sensors
- (1) AMS standard exterior light at each exterior door; (2) ea total
- Single phase interior wall electrical panel stubbed to outside
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR

Mechanical:

- Wall mount electric 5-ton HVAC system, single phase
- Programmable T-Stats
- Standard ducted supply registers
- Water/electric rough-in only for refrigerator
- Water/sewer/electric rough-in only for dishwasher

Inclusions (continued)

Restrooms:

- Painted gypsum ceiling
- AMS standard FRP walls
- Solid plastic partitions
- LED lighting
- AMS standard 6" self-coved sheet vinyl flooring
- Manual flush valves
- Exhaust fans
- AMS standard grab bar, mirror, and ADA toilet paper dispenser
- Wall hung fixtures
- All fixtures to be AMS spec

Additional Features/Items:

- Wall-mount fire extinguisher
- White boards to be delivered unmounted
- AMS standard Schlage cylinder exterior door hardware
- Project/contract supervision
- One year warranty
- Sales tax

Exclusions

General Specification, Fees, and Site Requirements:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees
- HCD fees, site inspections/approvals
- Architect fees
- Union Labor
- Builders Risk Insurance
- Site security to include the delivered buildings
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval

Foundation, Foundation Prep:

- Ramps / ramp landings
- Concrete foundations, foundation embeds, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Foundation flashing
- Crane charges (if necessary)
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all weather vehicle/trades access to building pad
- Soils testing, soils reports
- Special handling due to inaccessible site conditions

Exclusions (continued):

Equipment and Devices:

- Fire alarm system
- Ramp transitions to grade
- Fire sprinklers/risers
- Exterior/interior drinking fountain
- Microwave
- Refrigerator
- Dishwasher

Electrical and Data:

- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV

Site, Final Connection, Drainage and Plumbing:

- Full-time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground

Miscellaneous:

- Sealing/waxing of finish floor coverings
- Office desk/furniture
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables, feminine hygiene dispensers
- Master keying
- Rated walls
- Air balance reports/testing
- Water chlorination

Special Notes:

****IF CONCRETE FOUNDATION INSTALLATION BY OTHERS:** Concrete foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back change will occur if a delay due to grinding, leveling, etc... is required at the time of installation.

SUB CONTRACTOR PERFORMING CONCRETE FOUNDATION INSTALLATION MUST MEET THE FOLLOWING QUALIFICATIONS:

1. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE INSTALLING MODULAR (PIT SET) FOUNDATIONS
2. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE WITH PUBLIC WORKS PROJECTS SPECIFIC TO EDUCATION
3. A MINIMUM OF 5 YEARS CONTINUOUS AND CURRENT EXPERIENCE WORKING ON DIVISION OF STATE ARCHITECT (D.S.A.) APPROVED AND INSPECTED PROJECTS

District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis. Foundation pad over-excavation must be minimum 5' on all four sides.

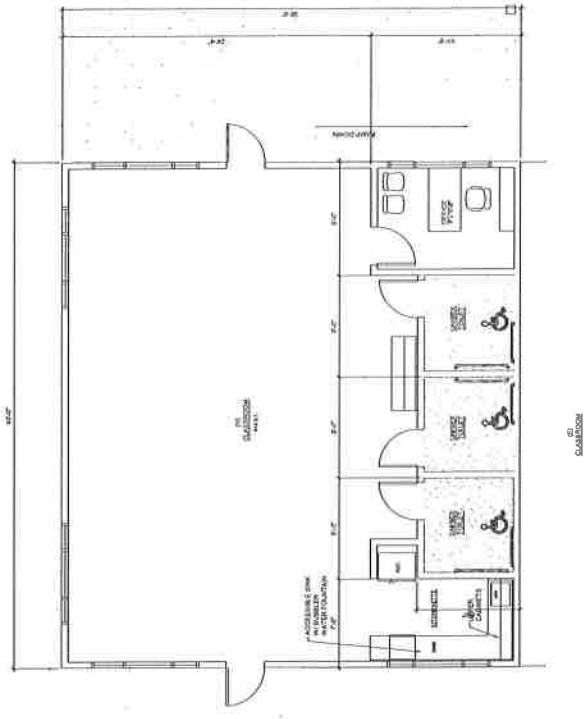
Concrete Foundation Exclusions – site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, backfilling/compaction, unforeseen conditions.

Concrete Foundation Embeds – Per DSA approved AMS PC design, Foundation Embeds are required for all concrete foundations as designed by AMS. IF concrete foundations are by others than AMS, Embeds may be purchased directly by contractor. If foundations by AMS, Embeds are to be included. Embeds must be inspected by a DSA approved welding inspector in accordance with project approved Testing and inspections and per AMS DSA approved drawings.

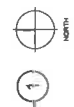
Point of Connection Drawings (POC) as coordinated with the AOR and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution.

AMS does not have the following included in our scope as listed above per the new requirements in 2016 CBC: exterior lighting back-up battery load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.



FLOOR PLAN
SCALE: 1/4" = 1'-0"



SCHEMATIC DESIGN
APPROVAL SET



BUILDING
LINDA ELEMENTARY PRESCHOOL
DISTRICT
MAYNARD, LE JOINT UNITED SCHOOL

PROJECT NO.
DATE
DRAWN BY
CHECKED BY
APPROVED BY

RELOC. CLASSRM.
FLOOR PLAN

A2.1



PREPARED FOR

Travis Barnett
Marysville Joint USD
(530) 933-8675
tbarnett@mjUSD.com

09/24/2020

Marysville-Lindhurst HS-Womens
Locker Room-Lockers

Proposal Number 1-2-21032

Wiseburn (2018): 2018-3

Contact

Kevin Koschik
1800 E. McFadden Ave.
Santa Ana, CA
(916) 870-8786
Kevin.Koschik@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

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Business Services Department

Approval : PK

Date: 10/30/20



SCOPE OF WORK - PRICING

Marysville-Lindhurst HS-Womens Locker Room-Lockers	Quantity	U/M	Price	Value
<u>Pq 334 - Welded Lockers- 2 Tier 72"</u>	40.00	EA	\$586.52	\$23,460.80
<u>Pq 334 - Welded Lockers- 2 Tier 60"</u>	68.00	EA	\$495.59	\$33,700.12
<u>Pq 334 - Welded Lockers- 6 Tier Box Locker 72"</u>	60.00	EA	\$485.17	\$29,110.20
<u>Pq 334 - Welded Lockers- 5 Tier Box Locker 60"</u>	70.00	EA	\$465.29	\$32,570.30
<u>Pq 343 - Material Handler</u>	74.00	EA	\$86.78	\$6,421.72
<u>Pq 338 - ADA Logo Label</u>	57.00	EA	\$3.13	\$178.41
<u>Pq 335 - Material – Boxed End Panel</u>	7.00	EA	\$143.56	\$1,004.92
<u>Bonding Fee</u>	1.00	EA	\$2,648.38	\$2,648.38
<u>Tax</u>	1.00	EA	\$10,090.94	\$10,090.94
Total Price				\$139,185.79

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*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-2-21032



Proposal: 1-2-21032

To: Marysville Joint USD
1919 B St
Marysville
California
95901

Date: September 24, 2020

Terms: Net 30

Wiseburn (2018): 2018-3

c/o: Marysville Joint USD

RA: Kevin Koschik

RA Phone: (916) 870-8786

RA Email: Kevin.Koschik@theKYAgroup.com

Site: Lindhurst High

Address: 4446 Olive Dr.,
95961

Site Qualifications and General Scope of Work

Additional costs will be incurred by the client if the underlayment or subfloor is found to be damaged.

This price is for work during business hours only, nights and/ or weekends will have a premium rate.

KYA is to Remove and Haul away all existing Lockers, then supply and apply new lockers at:

12x15x60 2-Tier

12x15x60 5-Tier

Colors to match red and white as photo referenced.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO.
Minimum order 25 - 65 syds depending on color.

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Complete and initial all pages*

Proposal Number 1-2-21032



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

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Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

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Complete and Initial all pages*

Proposal Number 1-2-21032



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature: Kevin Koschik

By: (Print) Pennu Lausens

By: (Print) Kevin Koschik

Title: Assistant Superintendent of
Business Services.

Title: Regional Advisor

Date:

Date: September 24, 2020

Initials _____

*This is a legal agreement - please read carefully.
Complete and Initial all pages*

Proposal Number 1-2-21032



November 2, 2020

Penny Lauseng, MBA CFE
Assistant Superintendent of Business Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

**RE: Facility Solution Project Letter of Agreement (LOA)
Addendum No. 2 for PG&E Pre-Application for Interconnection.**

To whom it may concern,

SitelogIQ is proposing to increase the scope and cost of the original Letter of Agreement which was approved by MJUSD Board of Trustees on 9/8/2020. This amended scope and cost allows SitelogIQ to submit an engineered Pre-Application to PG&E on behalf of MJUSD. SitelogIQ is requesting this in order to obtain important Distribution System information regarding the planned solar interconnection points, prior to submitting an Interconnection Application during construction of a Solar Generation PV Array. The purpose is to avoid or address early in the design phase any existing PG&E infrastructure that may prohibit or delay the construction of a Solar Generation PV Array.

PG&E now offers three options for the Pre-Application Reports. Applicants may request one or a combination of the following Pre-Application Report packages:

- A. Standard Pre-Application Report
- B. Enhanced Pre-Application Report-Primary Service
- C. Enhanced Pre-Application Report-Behind the Meter

SitelogIQ has determined that the Standard Pre-Application (as described below) is the sufficient option that will identify early in the engineering and development process if there are any preexisting PG&E infrastructure issues which would prohibit or delay the installation of a solar generation PV array at any of the MJUSD listed locations.

- A. Standard Pre-Application Report:
Provides a readily available level of Distribution System data.

CA HQ: 1512 Silica Ave, Sacramento, CA 95815
Phone: (916) 978-1315 • Fax: (916) 978-5813
www.sitelogiq.com • CA License #646794

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Business Services Department
Approval: PR
Date: 11-2-20



PG&E charges \$300.00 an application of which there are 17 sites which SitelogIQ recommends for the Pre-Application: \$5,100

In order to provide the information necessary for the PG&E Pre-Application, SitelogIQ must submit engineered plans for the Solar PV Generation System prior to an Energy Services Agreement contract with MJUSD and therefore are requesting that the engineering cost be covered should MJUSD decide to not move forward with the Energy Services Agreement. Estimated Engineering cost for 17 Pre-Applications: \$14,900

Total Additional Fee to be Added to LOA: \$20,000

Facility Location(s): The following is a brief description of the facilities addressed as part of this addendum: *

- Browns Valley
- Cedar Lane
- Marysville HS – 2 applications
- Cordua
- Covillaud
- Edgewater
- Ella
- Foothill Intermediate
- Johnson Park
- Kynoch
- Linda
- Lindhurst – 2 applications
- McKenney
- Olivehurst
- Yuba Gardens

** This list does not indicate that that these are the only locations considered for Solar PV Generation but those locations for which a Pre-Application would be beneficial.*

All other contractual provisions as per the original dated LOA and Addendum remain unchanged.

If you agree with the provisions set forth in this LOA Addendum No 2, kindly sign and date below and return one fully-executed copy to my attention. Thank you again for providing SitelogIQ with the opportunity to work with Marysville Joint Unified School District on this important initiative.

Acceptance of Letter of Agreement Addendum

This addendum agreement is between Marysville Joint Unified School District and SitelogIQ, Inc.



Client: Marysville Joint Unified
School District

SitelogIQ

Name: Penny Lauseng

Name: Kecia Davison

Title: Assistant Superintendent,
Business Services

Title: Vice President of Sales

Date:

Date: November 2, 2020



CENTER FOR COLLABORATIVE SOLUTIONS THE CECHCR PROJECT



Marysville Joint Unified School District

CECHCR PSA # 012CYCS-2020

CECHCR Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into between the Marysville Joint Unified School District, an agency of the State of California ("MJUSD"), and the Center for Collaborative Solutions (CCS), a 501(c)(3) non-profit California corporation, doing business as The CECHCR Project ("CECHCR"), jointly referred to as "the Parties", effective as of November 11, 2020.

- A. MJUSD is a public-school district located in Yuba County in the State of California. MJUSD sees a need to improve access and the quality of health care offered to its employees, students and the community it serves and seeks the Professional Services outlined in this Agreement.
- B. CECHCR is a statewide project of CCS advised by management and labor organizations representing the state's public school and community college districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state's public education sector.
- C. Cindy Young Consulting Services (CYCS) is an independent contractor and health benefit consulting organization with expertise in developing solutions to reduce the costs and improve the quality of health care services provided to its clients and the communities they serve. CYCS will provide and perform a portion of the Professional Services included in this Agreement.
- D. This Agreement outlines the terms and scope of the professional services to be provided by CCS/CECHCR to MJUSD, related to accessing community services available through the local hospitals, community clinics and California's Valued Trust (CVT). This includes managing, developing and implementing a program that improves the health and wellness for the employees, students and the community that MJUSD serves.
- I. **OBJECTIVITY.** In order to maintain independence and objectivity, neither CCS/CECHCR nor CYCS, nor any of its employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to MJUSD or as a result of services rendered to MJUSD.

II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES

- A. Utilizing our extensive experience in health policy and community engagement, design and implement a program that develops and draws on no-cost resources from local not-for-profit hospitals, community clinics, California's Valued Trust (CVT) and other sources. CECHCR will:

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1. Develop a detailed action plan on how to access existing no-cost programs and services to improve the Social Determinants of Health for employees, their families, students and the community that MJUSD serves.
2. Develop a plan for accessing grant funding to support the goals of this program.
3. Serve as the District's liaison with community partners in developing and managing the program.
4. Meet with community partners as often as necessary to ensure success of the program.
5. Outreach to other organizations that can enhance and improve the program.
6. Once the program plan is adopted by MJUSD, work with District staff on delivery and implementation of the program.
7. Staff and manage any workshops that are offered through this program.
8. Design and develop survey instruments to determine interests in topics and assess satisfaction with program.
9. Work with partners in developing an objective management tool to determine success of program.
10. Develop flyers and other communication pieces to ensure success of program.
11. Provide a detailed report and recommendations for next steps at the conclusion of the first year of the project.

III. CONFIDENTIALITY AND TRANSPARENCY

- A. All reporting will exclude any Private Health Information (PHI) that may be encountered in this engagement. All reporting to MJUSD, and any related entities, employees, agents or persons, including CCS/CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and their implementing regulations (collectively referred to as the "Acts"), as outlined in the HIPAA-HITECH compliant Business Associate Agreement attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement.
- B. Opinions and written reports will be prepared in a professional and transparent manner and will only be distributed by approval of MJUSD.

- C. All CCS/CECHCR personnel will keep confidential all information provided by your organization that is not already in the public domain.

IV. COMPENSATION

- A. **Professional Fees.** Professional fees for the resources required to complete the services described in section II above are \$3,600 per month.
- B. **Additional costs.** There shall be no additional charges for costs incurred by CCS/CECHCR for research data, documents, communications, production and duplication of documents and reasonable travel and lodging for unscheduled meetings unless mutually agreed upon by the Parties in advance. These mutually agreed upon costs, if any, will be invoiced at cost.
- C. **Invoices and Payment.** Invoices for professional services and related expenses shall be prepared by CCS/CECHCR and submitted for payment by MJUSD in equal advance monthly installments commencing on the effective date of this Agreement. A late payment penalty equal to 1.5 percent per month shall be charged on balances not paid within 30 days of the date of invoice.

V. TERM

- A. The term of this Agreement commences upon the effective date of this Agreement and continues for one year. Should the parties desire to renew this Agreement, the terms of such renewal, including professional fees, will be negotiated upon renewal.

VI. TERMINATION

- A. Either Party may terminate this Agreement for any reason by giving ninety (90) days advance written notice to the other Party. In such event, CCS/CECHCR shall be obligated to continue full, good faith provision of services under this Agreement through the end of such ninety (90) day period, unless the MJUSD relieves it in writing of such obligation.
- B. **Default.** MJUSD's non-payment of invoices is a breach of this Agreement that may result in withdrawal of service and termination of the Agreement with no penalty against CCS/CECHCR. Upon payment of a delinquent invoice by MJUSD, CCS/CECHCR will, at its sole option, resume services for the rest of the term of the Agreement. In the event of Default, payment for any unpaid portion of the professional fees for the then current year of service shall be due and payable within thirty (30) days of the effective date of such Default.
- C. **Survivability.** The Confidentiality, Transparency and Indemnification provisions of this Agreement shall survive any termination of this Agreement. Except as otherwise outlined

in this section VI, the financial responsibilities outlined in the Compensation clauses shall survive for any unpaid Professional Fees and additional costs incurred through the effective date of the termination.

VII. INSURANCE AND TAXES

- A. CCS/CECHCR at their sole cost and expense shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to MJUSD which will protect CCS/CECHCR and MJUSD from claims which may arise out of or result from CCS/CECHCR's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:
1. Workers' Compensation. Workers' Compensation as required under California State law;
 2. Commercial General Liability and Employer's Liability (in an amount not less than \$1,000,000.00);
 3. CCS/CECHCR shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CCS/CECHCR, or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless MJUSD from any such payment or liability arising out of or in any manner connected with CCS/CECHCR's performance under this Agreement.

VIII. GENERAL

- A. Best Efforts. CCS/CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B. Governing Law; Venue. This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of Yuba, State of California, or in the United States Federal District Court for the Northern District of California.
- C. Attorneys' Fees. If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court

costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

- D. Indemnification. CCS/CECHCR agrees to indemnify, defend and hold MJUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses, or liabilities arising out of the negligent acts or omissions of CCS/CECHCR, its officers, agents, or employees by reason of the operation of this Agreement.
- E. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H. Execution in Counterparts. This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.
- I. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CECHCR:
Center for Collaborative Solutions
Attn: President & CEO
8690 Sierra College Blvd, Suite 160-327
Roseville, CA 95661

MJUSD:
Marysville Joint Unified School District
Attn: Asst Supt, Business Services
1919 B Street
Marysville, CA 95901

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed

adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

For Marysville Joint Unified School District:

Signature

Penny Lausong
Name

Asst. Supt. Business Services
Title

Date

For CCS/CECHCR:

Janet Walden

Janet Walden

President & CEO, Center for Collaborative Solutions

10/26/20

Date

ADDENDUM A



CY Consulting Services
Health Care Advocacy

3332 Seabright Avenue | Suite 100 | Davis, CA 95616

Cindy Young Consulting Services (CYCS) BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between Marysville Joint Unified School District ("Covered Entity") and CY Consulting Services (the "Business Associate").

1. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.
2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:
 - (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - (b) Not use or further disclose the PHI, except as permitted by law;
 - (c) Not use or further disclose the PHI in a manner that had Marysville Joint Unified School District done so, would violate the requirements of HIPAA;
 - (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - (e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to Marysville Joint Unified School District any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that the termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such

PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third-Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally Identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the Information to be Identified.

7. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.


8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Marysville Joint Unified School District

CY Consulting Service

For: Marysville Joint Unified School District	For: CY Consulting Services
	
Penny Lauseng	Cindy Young
Assistant Superintendent, Business Services	President
Date: October 26, 2020	October 26, 2020