

**RURAL SCHOOL BUS PILOT PROJECT
REPLACEMENT (HYBRID OR INTERNAL COMBUSTION ENGINE)
GRANT AGREEMENT
BETWEEN
THE NORTH COAST UNIFIED AIR QUALITY MANAGEMENT DISTRICT
AND
Marysville Joint Unified School District**

PROJECT NO. RSBPP 19-21

This Agreement is made and entered into by and between the Marysville Joint Unified School District, hereinafter referred to as "Grantee," and the North Coast Unified Air Quality Management District, hereinafter referred to as the "Air District," and shall be effective as of the date of the last party signing below ("Effective Date").

RECITALS

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

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

WHEREAS, on January 14, 2016 the Governing Board of the Air District adopted Resolution 2016-2, authorizing the Air Pollution Control Officer ("APCO") to enter into an agreement with the California Air Resources Board ("CARB") to implement said Grant Program on CARB's behalf; and

WHEREAS, on February 20, 2019, the Air District entered into Grant Agreement, Number G18-RBUS-01, with the CARB to administer the Rural School Bus Pilot Project ("RSBPP"); and

WHEREAS, Pursuant to Grantee *School District Resolution 2020-21/12*, Grantee has submitted a RSBPP Grant Application dated 08/10/18, on file in the Air District office; and

WHEREAS, the APCO has evaluated Grantee's Grant Application, has determined that the Application complies with the CARB RSBPP Guidelines and criteria and shall meet all RSBPP requirements for the full term of this Agreement, and on that basis has approved Grantee's project for funding in accordance with the terms of this Agreement.

NOW THEREFORE, based on the representations made in the Grant Application, which are incorporated herein and made a material part hereof, the parties agree as follows:

1. GRANT AWARD

- 1.1 *Funding Award*. Grantee is hereby awarded RSBPP grant funds for the project described in Attachment A, Project Specific Information, attached hereto and incorporated herein, and hereafter referred to as the "Project". The maximum amount of grant funds for which Grantee is eligible is set forth in Section 5 of Attachment A. In consideration of said grant award, Grantee agrees to

implement the Project based on all terms of this Agreement, including but not limited to the purchase and use of new equipment, and the performance of specific duties on or before key dates identified as the Project Milestones in Section 6 of Attachment A. Grantee may not begin any work on this project until full execution of this Agreement.

- 1.2 Reimbursement Request, Disbursement of Funds. The Air District shall reimburse the school bus vendor and/or Grantee for eligible Project costs and expenses using RSBPP Grant Funds, or other funding mechanisms as determined appropriate by the APCO, consistent with the Project description and implementation schedule contained in Attachment A. No reimbursement may be made until the new bus has been delivered and a reimbursement request has been received. Grantee's reimbursement request must include: a completed copy of Attachment B, the Reimbursement Request Form, or District approved equivalent; a copy of the invoice from the bus vendor for the purchased bus; evidence of payment of the invoice and its delivery (if applicable); the make, model and vehicle identification number (VIN) of the new bus; photographs of the new bus depicting the manufacturer's ID tag, the engine serial number, the bus identification number, and the license plate, if available; proof of California Highway Patrol (CHP) certification signifying that the new school bus is safe to operate with children aboard; the CARB Executive Order certification for the new bus engine; and a completed copy of Attachment C, the Dismantle Certification Form, with applicable photos, or District approved equivalent.

Requests made for incremental renewable fuel costs must be accompanied by receipts, invoices, or other documents providing actual fuel costs and fuel quantities. The Grantee may request funds for incremental renewable fuel costs annually, with submission of annual reporting documentation as required in Section 3.6 of this agreement. Requests for incremental renewable fuel costs must be received no later than March 15, 2022. Incremental renewable fuel costs accrued after this date are the sole responsibility of the Grantee. For the purpose of this Project, "Incremental Renewable Fuel Costs" are defined as the difference in cost between the renewable fuel type and the comparable non-renewable fuel type that would be purchased to perform the same function.

- 1.3 Project Cost: Project cost overruns are the sole responsibility of the Grantee unless expressly approved in writing by the Air District. The Air District's funding obligation is limited to the "RSBPP Funding" as identified in Attachment A, Section 5.
- 1.4 Grant Reduction: The APCO will reduce the Air District contribution to the Project in the event that the total Project cost is less than the amount listed in Attachment A.
- 1.5 Use of Funds. Grantee must use all funds received under this Agreement in accordance with all applicable provisions of law and implementation regulations.

2. AGREEMENT TERM AND PROJECT PHASES

- 2.1 Term, Term Components. This Agreement will commence as of the Effective Date (the date the last party signs this Agreement) and remain in effect for three (3) years and one day after the date the new school bus is put into active service. This time period shall be referred to as the Agreement "Term". The Agreement shall remain in effect over the full length of the Term unless terminated earlier as specified in Section 6 below. The Term has two phases, "Equipment Acquisition Phase" and the "Equipment Utilization Phase" as follows:

- (1) *Equipment Acquisition Phase:* This Phase will begin on the Effective Date of this Agreement, and last until such time as the Air District confirms, in writing, that the Equipment has become operational. Project milestones within this Phase include the execution of a purchase order for the new bus, the delivery of the new bus, the placing into active service of the new bus, and the dismantling / destruction of the old bus. The activities and deliverables listed as part of the Equipment Acquisition Phase must be completed and/or satisfied on or before the dates specified in Section 6 of Attachment A. The Grantee shall notify the Air District upon completion of the Project Milestones listed in Section 6 of Attachment A within the timeframe specified therein.
- (2) *Equipment Utilization Phase:* This Phase will begin on the date the new bus is placed into active service and conclude on the date three (3) years and one day thereafter. During this Phase, the Grantee is required to retain ownership of the new bus, to maintain the new bus as recommended by the manufacturer, to maintain CHP certification for the new bus, and to make reasonable efforts to utilize the bus in the same manner and for the same purpose as the old bus it replaced was used. The Grantee shall also collect information on the operation of the new bus and shall prepare and submit reports at twelve month intervals.
- 2.2 Time is of the Essence, Equipment Delivery Date. In the performance of the duties established in this Agreement, time is of the essence, as a delay in placing the new school bus into active service would result in the continued use of the higher-polluting older bus. Such use would result in the unnecessary exposure of school children to air toxics (diesel particulate matter) and in the additional discharge of greenhouse gases. Such emissions would have an adverse effect on air quality within the affected air district and may cause or contribute to a violation of an ambient air quality standard. Delivery of the new bus to the Grantee must occur on or before February 1, 2022 ("Final Delivery Date"). Delivery of the new school bus after the Final Delivery Date is a Grantee Default of this Agreement and subject to the terms of Section 6.2 of this Agreement.
- 2.3 Grantee Purchase Order Contracts With School Bus Vendors. Grantee must include the Final Delivery Date deadline in the purchase order agreement between Grantee and the school bus distributor/vendor. Additionally, the Grantee must include language in the purchase order agreement notifying the distributor/vendor that disbursement of grant funds may not take place for up to 90 days after the delivery of the new bus. Language must also be included to notify the distributor/vendor that the unit must be dismantled in accordance with Section 3 prior to payment being issued.
- 3. NEW BUS OPERATION AND MAINTENANCE, OLD BUS REQUIREMENTS**
- 3.1 Renewable Fuel Purchase Requirements. The Grantee must show proof of renewable fuel purchase in sufficient quantity to propel the new bus for the mileage accumulated during the three year project life. The following default fuel efficiency rates shall be used to calculate the quantity of fuel which must be purchased for non-hybrid Project types: 1) Diesel – 6 miles per gallon, 2) Compressed Natural Gas – 1.07 pounds per mile or 23.22 scf per mile; 3) Propane – 3.9 miles per gallon. The Grantee may request and the APCO may approve the use of alternate factors. Project types utilizing hybrid vehicles must provide documentation from the dealer or manufacturer stating estimated fuel consumption. This will be used to determine the quantity of fuel that must be purchased. The Air District will use documentation provided with Annual Reporting, listed in Section 3.6 of this agreement, for verification.

- 3.2 Maintenance Requirements. Grantee shall operate and maintain the new bus according to the manufacturer's warranty specifications.
- 3.3 Operational Status. Grantee shall maintain records and information describing the operational status of the new bus. The types of records and documents which can be used to satisfy this requirement may include, but not be limited to records of routine maintenance performed and the corresponding purchase orders, repair estimates or work orders, and communication with the vehicle manufacturer. Within ten (10) calendar days of a request from the Air District, the Grantee shall supply said records and information in the manner specified by the Air District.
- 3.4 Disposal / Dismantle Requirements for Old Bus. The old bus that is replaced must be dismantled in accordance with the CARB RSBPP Grant Agreement no later than 60 days after receipt of the new replacement bus. For purposes of this Agreement, "Dismantle" means to punch, crush, stamp, hammer, shred, or otherwise render the old bus chassis permanently and irreversibly incapable of functioning as originally intended. In addition, it means the cutting or punching of a hole no less than five (5) inches diameter in the engine block. Grantee shall provide the Air District with notice of the date of dismantling, method and VIN of the dismantled bus.
- 3.5 Required Proof of Disposal / Dismantle. After disposing / dismantling the old bus in accordance with Section 3.4, the Grantee shall prepare the documentation listed in this Section, and shall submit copies to the Air District on or before the Project milestones listed in Section 6 of Attachment A. Records shall be maintained at the physical location of the Grantee Contact listed in Section 10 of Attachment A. Upon request, records shall be made accessible within a reasonable amount of time. The records required to be maintained pursuant to this Agreement shall be retained by the Grantee throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) additional years beginning on the date the Equipment Utilization Phase ends.
- A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantles (REG 42); or
 - A DMV Junk Slip and Certificate of Destruction from the entity destroying the vehicle noting the vehicle has been junked and is non-revivable; and
 - A completed copy of Attachment C, the Dismantle Certification Form, and applicable photographic evidence. A District approved form equivalent to Attachment C may be used. Using the form, the Grantee must attest that the vehicle and engine were dismantled in accordance with the definition of "Dismantle" set forth in Section 3.4, above. In addition the following photographs must be submitted:
 - 1) The Vehicle Identification Number
 - 2) The engine serial number
 - 3) Photographic representation of the methods used to dismantle both the engine and non-engine portion of the bus
- 3.6 Recordkeeping and Annual Reporting. The Grantee shall collect data on the operation of the new bus. The data points to be collected are: mileage, maintenance, CHP certification status, and any other pertinent information the Air District may request to verify the performance of the duties specified in this Agreement. Mileage information shall be recorded, at a minimum, twice per year on the

following dates: 1) The anniversary date the new bus was placed into active service; and 2) December 31. Maintenance and certification information shall be recorded and logged upon occurrence. The Grantee shall prepare and submit a report of the information collected throughout the reporting period for the duration of the Equipment Utilization Phase as defined in Section 2.1(2) and in accordance with the requirements and schedule in Section 6 of Attachment A.

4. ON-SITE INSPECTIONS, RECORDS RETENTION, AND AUDITS

- 4.1 *New & Old Vehicle.* The Grantee shall allow the Air District, CARB employees, and their designated representatives to physically inspect both the new bus and the old bus, if any, for the purpose of verifying Grantee's performance of the duties under this Agreement. Access to conduct an inspection shall be granted, after reasonable notice, during normal business hours throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) years beginning on the date the Equipment Utilization Phases ends.
- 4.2 *Records Retention.* Grantee shall retain the following records: 1) Mileage logs; 2) Purchase orders, invoices, and work orders required for reimbursement of equipment, infrastructure, and fuel costs pursuant to Section 4 of Attachment A; and 3) Annual reports required pursuant to Section 3.4. Records shall be maintained at the physical location of the Grantee Contact listed in Section 10 of Attachment A. Upon request, records shall be made accessible within a reasonable amount of time. The records required to be maintained pursuant to this Agreement shall be retained by the Grantee throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) additional years beginning on the date the Equipment Utilization Phase ends.
- 4.3 *Records Inspection, Audits.* Grantee shall allow the Air District, the CARB, the California Department of General Services, the California Department of Finance (DoF), the Bureau of State audits, or any of their designated representatives to inspect, audit, and make copies of any Project records or supporting documentation related to the performance of this Agreement. Grantee shall allow access to records during normal business hours with reasonable notice. Additionally, Grantee shall allow interviews of any employees who might reasonably have information related to such records.
- 4.4 *Survival of Termination.* The requirements in this Section 4 shall survive the termination of this Agreement.

5. CHANGE IN OPERATIONAL STATUS

- 5.1 *Notification of Change in Operational Status.* Grantee shall provide written notification to the Air District in the event of a Change in Operational Status for the Project Equipment. Notice shall be made within thirty (30) calendar days of its occurrence. For purposes of this Section, a "Change in Operational Status" shall mean: 1) the wrecking, scrapping or rendering of the Project Equipment such that it is unfit for service; 2) the selling or transferring of ownership of the Project Equipment to another entity; or, 3) the removal of the Project Equipment from active service for a period or periods longer than 30 consecutive calendar days for reasons beyond the control of the Grantee including but not limited to mechanical defect, accident, or *Force Majeure* pursuant to Section 7.8 of this Agreement.
- 5.2 *Change in Operational Status.* In the event of a Change in Operational Status that the APCO determines is permanent, the Grantee shall repay a prorated amount of the total grant funds

received under this Agreement. Payment in full of the prorated amount shall be received by the Air District within sixty (60) days of the date the Change in Operational Status event occurred. The amount of the repayment shall be determined using the following schedule which is prorated and set on a sliding scale based upon the timing of the change in status event relative to the Equipment Utilization Phase start date.

- If prior to the anniversary date of the first year of operation by Grantee: ninety percent (90%) proration of the Total Grant Award; and
- If after the first year of operation, but prior to the anniversary of the second year of operation by Grantee: sixty percent (60%) proration of the Total Grant Award; and
- If after the second year of operation, but prior to the anniversary date of the third year of operation by Grantee: thirty percent (30%) of the Total Grant Award.

In the event of the sale or transfer of ownership of the Project Equipment, the APCO may, in his discretion, waive the repayment requirements of this Section if the subsequent owner or operator of the new vehicle signs a successor contract with the Air District guaranteeing that the new vehicle will continue to be used within the Air District in compliance with the terms of this Agreement, and will provide equal or greater emission reductions than would have been achieved in this initial Agreement.

6. TERMINATION

- 6.1 Prior to Disbursement of Funds. Either party may terminate this Agreement at any time prior to transfer of grant funds by giving written notice of termination to the other party, in accordance with this Section. Notice of termination under this paragraph shall be given at least thirty (30) days before the effective date of such termination, and said notice shall specify the effective date thereof. Notwithstanding the above, failure by either Party to execute this Agreement within sixty (60) days of the signature by the other Party will result in cancellation of the Agreement without notice.
- 6.2 Reimbursement Request, Grantee Default. The Air District may cancel or withhold payment of any grant fund disbursement if the APCO determines that Grantee has failed to comply with, or meet any obligation of this Agreement. The APCO shall give 10-day notice of his/her intent to cancel or withhold such payment and the basis therefore. Grantee will be given a reasonable opportunity to cure the non-compliance prior to the Air District canceling or withholding such payment. If Grantee is found to be in default of operation and maintenance requirements as defined in Section 3 above, a prorated repayment of the grant award will be required as per Section 5.2.
- 6.3 Grantee Ineligibility. The Grantee shall be required to repay/return awarded grant funds should the project be deemed ineligible.

7. MISCELLANEOUS

- 7.1 Indemnification. Each party shall indemnify, defend and hold harmless the other party, its officers, employees, agents, and successors-in-interest against any and all claims, suits or actions resulting solely from the performance by the indemnifying party of its duties under this Agreement, excepting only such claims, suits or actions that are caused by the sole negligence or willful misconduct of the indemnifying party.

- 7.2 Notices and Contact. All notices required by this Agreement shall be given in writing and will be effective when served by personal delivery, upon confirmation of receipt by the recipient when sent by e-mail or facsimile transmission, or four (4) calendar days after being deposited, postage prepaid, registered or certified, in the United States mail, to the relevant address(es) or facsimile number as set forth in Attachment A. Other communications as may be required from time to time shall be sent to the Contact person identified in Attachment A. Either party may change Notice and Contact information at any time by written notice. All communication to the Air District shall reference the Project Number.
- 7.3 Entire Agreement. This Agreement represents the entire Agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7.4 Amendment. This Agreement may not be changed or modified except in writing and signed by the parties hereto.
- 7.5 Independent Contractor. None of the Grantee's agents, subcontractors or employees shall be construed as agents or employees of the Air District.
- 7.6 Assignment. This Agreement may not be assigned, transferred, hypothecated, subcontracted or pledged by Grantee without the express prior written consent of the Air District. Assignment of this Agreement must be a condition of transfer of the vehicle identified in Attachment A to any successor organization to the Grantee.
- 7.7 Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the invalid portion(s), reasonably be interpreted to give effect to the intentions of the parties.
- 7.8 Force Majeure. Neither the Air District nor Grantee shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Air District or Grantee (each, a "Force Majeure Event"). The party justly claiming the occurrence of a Force Majeure Event must notify the other party of the Force Majeure Event within ten (10) calendar days of discovery of the Force Majeure Event, and will have thirty (30) days following such Force Majeure Event to resume its performance under this Agreement; *provided*, however, that the other party's corresponding obligations (including the corresponding obligation, if any, to pay monies when otherwise due) will be similarly suspended during such time period, and *provided further*, that if the Grantee's Force Majeure Event continues for more than thirty (30) days, the Air District may terminate this Agreement immediately and without any liability to any party, other than for obligations incurred up to the date the Force Majeure Event commenced.
- 7.9 Right to Claim Emission Reductions. The CARB retains the exclusive right to claim any emission reduction credits under state or federal law that might result from emissions reduced by the Project implemented pursuant to this Agreement.
- 7.10 CEQA Review. The Grantee must fulfill all requirements of the California Environmental Quality Act (CEQA) with regard to the Project. This includes ensuring that all necessary permits and

environmental documents are prepared and that clearances are obtained from the appropriate agencies prior to construction in compliance with the Act, state law, and local ordinance.

- 7.11 Grant Publicity. The Grantee must acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.'
- 7.12 Attorney Fees. In the event the Air District is required to enforce any terms or conditions of this Agreement by court action, it shall be entitled to an award of attorney's fees and costs.
- 7.13 Third Party Beneficiary Rights. The CARB is an intended third party beneficiary of this Agreement and reserves the right to audit and enforce the terms of this Agreement at any time throughout the duration of the Equipment Acquisition and Utilization Phases, and for a period of three (3) years beginning on the date the Equipment Utilization Phases ends.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized representatives effective as of the date of the last party signing below.

Marysville Joint Unified School District	North Coast Unified Air Quality Management District
Penny Lauseng, Asst Superintendent of Business Services	Brian Wilson, Air Pollution Control Officer
Date:	Date:

ATTACHMENT A - PROJECT SPECIFIC INFORMATION

Except as otherwise provided, all capitalized terms shall have the meanings set forth in the Agreement.

1. **Grantee:** Marysville Joint Unified School District
2. **Project Number:** RSBPP 19-21
3. **District Approval Date:** Date signed by APCO
4. **Scope of Work - Project Description:** The purchase of one (1) eligible school bus ("New Bus") to replace an existing in-use school bus ("Old Bus"). Project Equipment includes the Old Bus, New Bus, and purchase of renewable fuel (diesel, compressed natural gas, or propane) necessary for the operation of the New Bus. The New Bus must meet or exceed the emission specifications listed in the table below. During the *Equipment Acquisition Phase*, the Grantee shall purchase the New Bus and a sufficient quantity of renewable fuel to propel the New Bus for the length of the agreement term. The Old Bus shall be scrapped, wrecked, and dismantled in accordance with Section 3 of the Agreement. During the *Equipment Utilization Phase*, and after securing the proper CHP certifications, the Grantee shall place the New Bus into active service and make all reasonable efforts to use it in the same manner as the Old Bus it replaced. The Grantee shall collect and record information on the operation of the Project Equipment for annual reporting. The report shall be prepared using a form provided by the Air District, however, the Grantee may submit additional information or materials as deemed appropriate. Each reporting period shall be twelve (12) months in length and shall begin on December 31 of the year the New Bus is placed into active service. There are four reporting events, which will capture calendar year usage and usage based on 12, 24, and 36 months of operation.

Project Equipment

In-Use Bus ("Old Bus")			
License Plate #	Vehicle Identification Number	Bus make and model	Model year
017701	1T75U4B2XS1127869	Thomas, Saf-T-Liner	1995

An eligible replacement school bus ("New Bus") is defined as a new (current model year) hybrid or internal combustion engine school bus using renewable fuel (diesel, compressed natural gas, propane) and whose engine meets or exceeds the following emission standards:

Eligible replacement school bus	Emission Requirements	
	NOx (g/bhp-hr)	PM (g/bhp-hr)
Renewable Diesel school bus	.20	0.01

5. **Maximum Amount of Grant Funds Awarded: \$165,000.00**

According to program guidelines, the reimbursement of eligible project costs for the project described in Section 4 above shall not exceed \$165,000.00 in Rural School Bus Pilot Project grant awards. The maximum amount of grant funds awarded for this project is **\$165,000.00**. **The actual amount paid under this agreement is further limited to eligible project costs.** Eligible project costs include: The cost of the New Bus

(vehicle price, taxes, and environmental disposal fees), and the incremental cost of the renewable fuel. Rural School Bus Pilot Project grant awards may not exceed the Maximum Funding Levels allowed under the grant and the total project costs for each category. Rural School Bus Pilot Project grant awards combined with other funding sources may not exceed eligible project costs.

RSBPP Funding (Bus)	RSBPP Funding (incremental fuel costs)	Additional Funding*	Total
\$165,000.00	\$0.00	\$0.00	\$165,000.00

*Rural School Bus Pilot Project funded vehicle(s) cannot be co-funded with the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) program.

6. Project Schedule (Milestones): The following is a list of the deliverables (performance duties), under the Agreement which must be completed on or before the dates indicated below.

Milestone	Due Date(s) / Timetable
1) Issue Purchase Order (PO) for New Bus	Complete within 30 days of contract execution
2) Submit copy of PO to the Air District	Within 10 days of execution
3) Deliver New Bus to Grantee, AND place New Bus into active service	On or before February 1, 2022
4) Notify Air District of New Bus Delivery and Operation	Within 10 days of delivery
5) Dismantle / Scrap Old Bus	Within 60 days of delivery of the New Bus to the Grantee (Milestone #3).
Final Date to Submit Reimbursement Request is March 15, 2022	
6) First Annual Report	Record mileage on December 31 st of the year the New Bus is placed into active service. Reports will be due the following January 31 st
7) Second Annual Report	Record mileage on December 31 st and 12 months after the New Bus was first placed into service. Reports will be due the following January 31 st
8) Third Annual Report	Record mileage on December 31 st and 24 months after the new bus was first placed into service. Reports will be due the following January 31 st
9) Fourth Annual Report	Record mileage on December 31 st and 36 months after the New Bus was first placed into service. Reports will be due the following January 31 st

- 7. Reimbursement Schedule Limits:** The following represent the maximum allowable reimbursement possible for each of the milestones listed. In order to receive payment, the Grantee must submit documentation as required pursuant to Section 1 of the Agreement.

Milestone	Maximum Payment
#5 - New Bus in Service & Old Bus Dismantled	\$165,000.00
#6 - 8 – Incremental Cost of Renewable Fuel (The Grantee may claim Incremental Renewable Fuel costs through March 15, 2022. Fuel cost accrued after this date is the sole responsibility of the Grantee.)	

- 8. Notices:** Any required written notice shall be addressed to:

Grantee:
Penny Lauseng
Asst Superintendent of Business Services
Marysville Joint Unified School District
1919 B. St
Marysville, CA 95901
530-749-6115

District:
Brian Wilson
Air Pollution Control Officer
North Coast Unified AQMD
707 L Street
Eureka, CA 95501
(707) 443-3093

- 9. Contacts:** Contact persons for day-to-day activities of the Project are:

Grantee:
Greg Taylor
Director of Transportation
Marysville Joint Unified School District
1919 B. St
Marysville, CA 95901
530-749-6199
gtaylor@mjuds.com

District:
Michelle Hanson
Air Quality Specialist
North Coast Unified AQMD
707 L Street
Eureka, CA 95501
(707) 443-3093
mhanson@ncuaqmd.org

- 10. Vehicle Garage & Location of Records:** The physical address where the new bus and old bus are housed (vehicle yard) and the location where operational records are kept.

Vehicle Garage:
1919 B. St
Marysville, CA 95901

Location of Records:
1919 B. St
Marysville, CA 95901



Bid Form

November 10, 2020

Customer Order No.: SBBH 08135

Honorable Board of Trustees
Marysville Joint Unified School District
1919 B Street
Marysville, Ca 95901

BusWest respectfully submits for your consideration our bid to supply 1 complete 84 passenger school bus as follows:

Chassis Make: Thomas	Model: CHSY	Model Year: 2021
Wheelbase: 277"	Engine: Cummins L9	Horsepower: 300
Body Make: Thomas	Model: Saf-T-Liner HDX	Capacity: 84

Transmission: Allison 3000 PTS

Delivery Date: 180-210 Days after receipt of order

Subject to Prior Sale: Yes

Cash Purchase Price (each):	\$ 152,330.00
Doc Fee:	\$ 85.00
Sales Tax @: 8.250%	\$ 12,574.24
CA. Tire Tax: \$1.75 ea. tire	\$ 10.50
Total	\$ 164,999.74

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Brian Hedman, Sales Representative

Quote is good for thirty (30) days

Quote No.: SB5783

Carson – Main Headquarters
21107 South Chico St. Carson, CA. 90745
Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984-3996
Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994
www.buswest.com

Sacramento
210 North East St., Woodland, CA. 95776
Main: (424) 210-3020
Fresno
4337 North Goldenstate Ste#101, Fresno, CA 93609
Main: (559) 277-0118

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BUSWEST**Customer
Quotation****Prepared For:**

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

Prepared By :

Buswest
21107 S. Chico St
Carson, Ca 90745

Stock Number:
SB5783

Quote Date:
11/10/2020

Customer Order No:
SBBH 08135

Model Profile: Saf-T-Liner HDX 141YS

Product Type: School Transportation
Year: 2021
Chassis Model: CHSY
Chassis MFG: THOS
GVWR: 37,600
Passenger Capacity: 84 pax
Headroom: 78
Wheelbase: 277
Brake Type: AIR W/REAR AIR SUSPENSION (23K
Engine Type: CUMMINS L9 300 DIESEL, 6 Cyl, 300 HP, 2200 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100
Transmission Type: ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
Axle, Front: 14600-lb Capacity
Axle, Rear: 23000-lb Capacity
Tires, Front: MICHELIN 12R22.5 16(H) PLY XZE LRH
Tires, Rear: MICHELIN 12R22.5 16(H) PLY XZE LRH
Suspension Front: Spring
Suspension Rear : HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

**Detailed Specification Attached*

Options Included in this Quote:

- Replace Yellow Assit Rait with Chrome

CUSTOMER ORDER APPROVAL

Customer Signature:** _____

Date: _____

New bus(es) Info:

Name on bus: _____

Bus Number(s): _____ **CA Number:** _____

**** I have reviewed the quote detail for accuracy and I agree to order the bus(es) as listed.**

Includes the Following Equipment:**BODY****ACCESSORIES**

- 1 DRIVER'S STORAGE BOX LOCATED OVER DRIVER'S WINDOW (HDX)
- 1 SUN VISOR - CALIFORNIA
- 1 PROP ROD - ACCESS DOOR ABOVE WINDSHIELD
- 1 LUGGAGE COMPARTMENT-THROUGH DELUXE-125"

CERTIFICATION/SAFETY

- 1 FIRE EXTINGUISHER - 5 LB.
- 1 KIT - FIRST AID, 24 UNIT, COMPLIES W/CALIFORNIA STATE SPECS
- 1 KIT - BODY FLUID CLEAN-UP, COMPLIES W/NAT MINIMUM STANDARDS
- 1 REFLECTORIZED TRIANGLES-(3) ON DRIVER'S COMPARTMENT FLOOR
- 1 CROSSVIEW MIRROR INCLUDED IN REARVIEW MIRROR ASSEMBLY
- 1 ROSCO INTEGRATED STYLE - REMOTE CONTROL HEATED MIRROR
- 1 SIGN-STOP,ELECTRIC LED REAR SE1-7970
- 1 ROOF HATCH-SPEC PROLO GRAY (W/BUZZER FEATURE),ENGLISH (2)
- 1 SPECIAL DATA LABEL(S) - CALIFORNIA
- 1 LABEL - U.S. CERTIFICATION
- 1 APPLICATION - SCHOOL
- 1 LABEL-GHG CERTIFICATION ENGLISH

DOORS

- 1 EXTERIOR DOOR HANDLE
- 1 141Y28_LG-24-S000_RI-24-S000
- 1 24" SIDE EMERGENCY DOOR LS
- 1 SIDE EMERGENCY DOOR - RIGHT SIDE, CENTER, 78" HEADROOM
- 1 VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
- 2 VANDALOCK - SIDE EMERGENCY DOOR WITH INTERLOCK & BARREL BOLT
- 1 VANDALOCK - REAR PUSHOUT WINDOW, WITH DAVENPORT SHELF
- 1 LOCKABLE LATCHES FOR SIDE ENGINE ACCESS DOORS
- 1 STRAP HINGES - SIDE EMERGENCY DOOR, RIGHT SIDE (B5155)
- 1 STRAP HINGES - SIDE EMERGENCY DOOR, LEFT SIDE (B5155)
- 1 STEPWELL GUARD (HDX)

ELECTRICAL - BODY

- 1 PASSENGER ADVISORY-AUDIBLE/VISABLE 360" AROUND
- 1 TWO(2)DEFROSTER FANS MOUNTED OVER CENTER WINDSHIELD
- 1 BACKING ALARM - 87-112DB
- 1 PRE-WIRE FOR CUSTOMER INSTALLED 2-WAY RADIO/VIDEO CAMERA
- 1 GPS - ZONAR SYSTEM, HDX
- 1 PREMIUM SPEAKERS - EIGHT (8)
- 1 RADIO - AM/FM DEA510 DELPHI, TRANSIT W/PAGE
- 1 BREAKERS - MANUAL RESET
- 1 COURTESY LIGHT - EXTERIOR ELECTRICAL ACCESS DOOR
- 1 COMPARTMENT LIGHTS(6)-125" THROUGH,DELUXE COMPART
- 2 PILOT LIGHT, 1"
- 2 PILOT LIGHT/BUZZER
- 2 BUZZER/SWITCH
- 1 DOME LIGHTS - LED
- 1 DOME LIGHTS WIRED TO BATTERY
- 1 LED DRIVER'S DOME LIGHT
- 1 DOME LIGHT SWITCH
- 1 STEP LIGHT SWITCH (IGNITION ON)
- 1 7" LED DIRECTIONAL LIGHTS - FRONT
- 1 LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
- 1 LAMPS-STOP/TAIL 4"FLUSH-MOUNT LED
- 1 LAMPS-4" BACKUP LED
- 1 LAMPS-LICENSE PLATE ILLUMINATION LED - ONE (1)
- 1 SIDE DIRECTIONAL-LED AMBER TURN,REAR OF FTRON WHEEL
- 1 SIDE DIRECTIONAL-LED AMBER TURN,CENTER REAR WHEEL
- 1 EXTENDED LENGTH WARNING LIGHT VISORS (CALIFORNIA)
- 1 STROBE LGT(S) OPERATIONS W/IGNITION&SWITCH
- 1 LED WARNING LIGHTS - FOUR (4) AMBER AND FOUR (4) RED LENS
- 1 HALOGEN 8-LIGHT WARNING SYSTEM
- 1 ID LAMPS - LED
- 1 MARKER LAMPS - LED

- 1 MID-MARKER LAMPS - LED
- 1 CLUSTER/MARKER LIGHTS SWITCH - CONNECTED TO BATTERY
- 1 FOG LIGHTS - TWO (2) QUARTZ HALOGENS IN ABS BLACK CASINGS
- 1 STROBE LIGHT CLEAR, CENTERED OVER REAR AXLE
- 1 NOISE SUPPRESSION SWITCH
- 1 STATIC VENT FRONT - TRANSIT, STANDARD
- 1 BATTERY HOLD DOWN BRACKET - STANDARD 3 BATTERY
- 1 BATTERY BOX - STANDARD

EXTERIOR

- 1 AIR HORN - BENEATH FLOOR
- 1 COVER LOCK
- 1 LOCK - BATTERY BOX DOOR
- 1 20 GAUGE SMOOTH SIDE SHEETS
- 1 BRACKET - MOUNTING, LICENSE PLATE, FRONT
- 1 SEALING, EXTERIOR JOINT EDGE
- 1 MUD FLAPS - FRONT, RUBBER, 15"W WITH LOGO
- 1 REAR RUBBER MUD FLAPS 22.5W W/LOGO
- 1 BUMPER - REAR, ANTI-RIDE
- 1 FENDERETTES - FOUR (4)

HVAC

- 1 CONSTANT TORQUE CLAMPS - STANDARD HEATER
- 1 HEATER SHUT-OFF VALVES - BALL TYPE - ENGINE COMPARTMENT
- 1 50,000 BTU HEATER - 3RD SECTION LEFT SIDE
- 1 50,000 BTU HEATER - 13TH SECTION LEFT SIDE
- 1 SERIES HEATER CONNECTION - REAR HEATERS TWO(2)
- 1 PLUMBING AT SIDE DOOR WITH PLYWOOD FLOOR
- 1 SIDE DOOR RAMP OVER HEATER HOSE

INTERIOR

- 1 STEP TREAD, KOROSEAL, BLACK, WHITE NOSING, DP STEP, METALLIC
- 1 ENTRANCE DOOR STEPWELL - 15" DEEP FIRST STEP
- 1 ALUMINUM AISLE STRIPS
- 1 BLACK KOROSEAL FLOOR COVERING WITH 13" CENTER AISLE
- 1 PLYWOOD FLOOR - 5/8" THICKNESS
- 1 MIRROR - INTERIOR 6" X 30" BACK UP CAMERA
- 1 78" HEADROOM
- 1 ACOUSTIC HEADLINING - COMPLETE WITH POLYESTER INSULATION
- 1 BODY ADJUSTMENT-INTEG LAP&SHLD DAVEN F/DIESEL ENGINE - HDX

MISC

- 1 PDI IDENTIFIER-DEALER PERFORMED
- 1 BODY ADJUSTMENT-HDX 2010 EPA
- 1 BODY ADJUSTMENT-HDX 2013 EPA
- 1 SAF-T-LINER HDX

PAINT/LETTERING

- 1 DECAL-UNITED AUTO WORKERS
- 1 PAINT STANDARD SASH FLAT BLACK
- 1 DELETE BLACK EYES
- 1 DECAL - ENGINE DOOR "STOP WHEN RED"
- 1 LABEL-APPROVED FUEL INSTRUCTIONS
- 1 LABEL - DIESEL EXHAUST FLUID (DEF) - ENGLISH
- 1 LETTERING "SCHOOL BUS" FRONT HOOD
- 1 LETTERING "SCHOOL BUS" REAR HOOD
- 1 LABEL - 2010 EPA EXHAUST REGENERATION - ENGLISH
- 2 YELLOW REFLEXITE - PERIMETER OF EMERG DOOR, 24" W (78" HR)
- 1 YELLOW REFLEXITE - PERIMETER OF REAR PUSHOUT WINDOW
- 1 REFLECTIVE TAPE-ROOF HATCH WHITE(2)
- 1 TUFFCOAT - ENTRANCE DOOR STEPWELL
- 1 PAINT-EXTERIOR ROOF WHITE 6"
- 1 PAINT-EXT WDO AREA SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-EXT BUMPERS FRT/RR BLACK
- 1 PAINT-SOLID COLOR YELLOW

SEATS

- 1 ELR SHOULDER BELT/ALR LAP BELT FOR DRIVER
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
- 1 KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,LT SIDE
- 1 ASSIST RAIL YELLOW RIGHT SIDE
- 1 ASSIST RAIL BARRIER YELLOW LS HDX
- 1 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 COVER PEDASTAL NATIONAL NONE
- 1 SLIDE STOP NATIONAL DR.ST. NONE
- 1 RETAINER NATIONAL DR.ST.BELT NONE
- 1 POUCH-DR.ST.STORAGE NONE
- 1 RISER-DRIVERS SEAT, NATIONAL NONE
- 26 42 OZ COLONIAL BLUE UPHOLSTERY - S3C PASSENGER SEAT
- 1 42 OZ COL BLUE UPH - S3C DAVENPORT
- 11 S3C 39"LS FLEXIBLE 3/2 WALL MOUNT
- 1 S3C 39"LS FLEXIBLE 3/2 FLOOR MOUNT
- 11 S3C 39"RS 3/2 FLEXIBLE WALL MOUNT
- 1 S3C 39"RS 3/2 FLEXIBLE FLOOR MOUNT
- 1 S3C 39"LS 3/2 FLEXIBLE FLIP SEAT
- 1 S3C 39"/39" FLEXIBLE 3/2 DAVENPORT
- 1 S3C 39"RS 3/2 FLEXIBLE FLIP SEAT
- 22 S3C WALL MOUNT HARDWARE - TRANSIT
- 2 S3C FLOOR MOUNT HARDWARE - TRANSIT
- 2 S3C FLIP SEAT HARDWARE - TRANSIT

WINDOWS/GLASS

- 1 TINTED TEMPERED GLASS - COMPLETE
- 1 TINTED TEMPERED GLASS-DRIVER'S WINDOW, BLK FINISH WIND FRAME
- 1 TINTED WINDSHIELD WITH 5" BAND FOR MVP-ER, ER TRANSIT
- 24 TINT TEMP GLASS-COMP (28.5")
- 2 TINT TEMP GLASS-COMP(28.5")+10
- 1 WINDOW STOPS (12")

OTHER

- 1 2019 CUMMINS ENGINE TARIFF
- 1 POWER OUTLET - (2) USB TYPE D

CHASSIS

AXLES AND SUSPENSIONS

- 1 DET FRONT AXLE - 14,600 LB. VERSUS STANDARD
- 1 AXLE - REAR, DANA 22060S, 4.88 RATIO
- 1 SYNTHETIC LUBE STD W/AXLE
- 1 SYNTHETIC LUBE STANDARD W/FRONT AXLE
- 1 FRONT SUSPENSION CAPACITY - 14,600 LB.
- 1 HENDRICKSON "COMFORT AIR" SINGLE AXLE AIR SUSPENSION-23K AXL

BRAKES

- 1 ANTILOCK BRAKES - MERITOR/WABCO (HDX)
- 1 AIR ANTI-LOCK DISC BRAKES
- 1 ELECTRONIC STABILITY CONTROL - HDX
- 1 PARKING BRAKE INTERLOCK

CHASSIS EQUIPMENT

- 1 SOLENOID OPERATED AIR RESERVOIR DRAINS
- 1 ADJUSTABLE PEDAL SYSTEM - HDX
- 1 100 GALLON FUEL TANK, BETWEEN THE RAILS, RIGHT HAND FILL
- 1 CHASSIS FRAME RAIL - REG. STRENGTH (50KSI) HDX (277"WB)
- 1 TOW HOOKS, FRONT - TWO (2)

ELECTRICAL - CHASSIS

- 1 LEECE-NEVILLE 270 AMP ALTERNATOR- PAD MOUNTED - HDX
- 1 TRIPLE 12-VOLT GROUP 31 BATTERIES - HDX
- 1 CIRCUIT BREAKERS-MANUAL RESET - HDX

- 1 AMMETER, 300 AMP, DASH-MOUNTED (HDX)
- 1 SOLID STATE ELECTRONIC FLASHER FOR HAZARD LIGHTS

ENGINE AND EQUIPMENT

- 1 AIR DRYER - BENDIX AD9 WITH HEATER - HDX
- 1 EXHAUST BRAKE - HDX, CUMMINS ISL
- 1 CRUISE CONTROL - HDX (CUM ISL)
- 1 VEHICLE SPEED LIMITING(70 MILES PER HOUR SETTING)
- 1 FUEL/WATER SEPARATOR WITH HEATER AND PUMP-CUMMINS ISL
- 1 CUMMINS L9-300 ENGINE (HDX) 2013 EPA
- 1 MULTI-FUNCTION GAUGE-REAR PANEL HDX
- 1 CUMMINS 2017 MODEL YEAR

TRANSMISSION AND EQUIPMENT

- 1 ALLISON 3000 PTS TRANSMISSION - CUMMINS ISL-300 (HDX) 2013
- 1 ALLISON FUEL SENSE-BASIC, DSS MED

WHEELS AND TIRES

- 6 MICHELIN 12R22.5 16(H) PLY XZE LRH
- 6 DISC WHEEL-8.25X22.5,5H YELLOW
- 1 HUB-PILOTED WHEEL EQUIPMENT - 23K (HDX)

Meets all FMVSS requirements in effect at the time of manufacture.

AGREEMENT FOR SERVICES OF COUNSELING CONSULTANT (SCHOOL-BASED COUNSELING SERVICES)

THIS AGREEMENT ("Agreement") is made and entered into this 24thth Day of February, 2021 between Marysville Joint Unified School District, Marysville Community Day School, 1949 B St., Marysville, CA 95901, Yuba County (hereinafter "School") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from February 25th, 2021 to June 4th, 2021.

RECITALS

- A. School provides educational and educationally related counseling to school age children and their families, and in the conduct of that business desires to have certain services, as a consultant, to be performed by Consultant.
- B. Consultant agrees to perform these services for School under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises set forth in this Agreement, it is agreed by and between School and Consultant as follows:

1.0 Engagement of Consultant as Independent Contractor

School hereby agrees to engage Consultant to support the overall counseling goals of School. In performance of this Agreement, Consultant is an independent contractor, the School being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the School's representatives.

Consultant will be entirely and solely responsible for all acts and the acts of Consultant's agents and employees while engaged in the performance of the work contracted for. Consultant is not an employee of School and is not entitled to the benefits provided by School to its employees, including, but not limited to, School group insurance and pension plans. Consultant may practice its profession for others during those periods when Consultant is not performing work under this contract for the School. School may, during the term of this Agreement, engage other independent contractors to perform the same work that Consultant performs under this

Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless School, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify School for loss or damage to any of School's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of School, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

3.0 Nature of Work

Consultant will perform consulting and advisory services on behalf of School with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for School students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable.

Specific services may include, but will not necessarily be limited to, the following:

A. School-based services:

- 1) Individual counseling sessions
- 2) General psychosocial interventions
- 3) Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in

an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

E. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the School.

To the extent that the School desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the School may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

A. Any combination of Two (1) Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II)

I) MHS I

(1) Holds a bachelor degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the state of California may also be eligible to hold this position.

II) MHS II

(1) Registered Associate or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

B. One (1) clinical supervisor, and

C. One (1) organizational leadership and support staff member.

5.0 Payment

School will pay Consultant the total sum of TWENTY THREE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$23,400.00) for the work required to be performed pursuant to this Agreement, as follows:

Two (2) Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions to include

Weeks: 13 school weeks (72 instructional days)

Hours: 24 MHS hrs per week

Price: \$75.00 per hour

\$23,400.00	Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 2 MHS I or MHS II for 13 weeks
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-0-	0% 2020-2021 Cost of Living Adjustment <i>(Suspended for 2020/2021, due to COVID-19)</i>
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-0-	One full day (or two half days) of student mental health professional development for School faculty and parents of students. To be scheduled at the discretion of School and Consultant.
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<u>\$23,400.00</u>	<u>Total Cost of Contract</u>
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Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training days. Consultant shall invoice the School by the 5th of the same month during which services are to be provided. The School shall pay Consultant within fifteen (15) calendar days of the invoice date. Consultant shall not be compensated in arrears. To the extent that this Agreement is terminated prior to Consultant performing the work for which the School has paid, Consultant shall refund any unearned fees upon termination.

However invoiced, Consultant shall not be entitled to more than \$23,400.00 for the 2020-2021 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the School as set forth

in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to School

From the time this agreement commences until its termination, Consultant shall communicate and channel to School all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of School, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law.

Any such information communicated to School as mentioned shall be, and remain, the property of School notwithstanding the subsequent termination of this agreement.

Consultant will work and coordinate with one designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing.

Consultant will provide School with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.

7.0 Control of Work and Workers by Consultant

Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

8.0 Furnishing of Materials and Equipment

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the School shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (recommended speed of 50 Mb/s), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.

9.0 Place of Performance of Services

The services to be performed under this Agreement shall be performed at the School's place of business at the address set forth above and other School locations as School may determine or online.

10.0 Hiring of Employees

Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to discharge workers in Consultant's employment.

11.0 Supervision by Consultant

Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.

12.0 Right of School to Supervise and Inspect

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to School's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles.

School shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the School in all matters relating to Consultant's performance of work under this Agreement. Any and all of School's foregoing right to observe and supervise Consultant's work is

subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between School's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, School will reasonably assist and inform Consultant of such required clearances.

14.0 Additional Compensation

Except for the provision allowing the School to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, School desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

Consultant will carry and maintain throughout the period of this Agreement, at Consultant's sole cost, workers' compensation liability insurance in an approved company or companies, to cover all classifications of work contemplated by this Agreement, and also will carry and maintain throughout the period of this Agreement:

1. Public liability insurance in an approved company or companies, within the limits of one million dollars (\$1,000,000.00) for each person, and three million dollars (\$3,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by School within thirty (30) days.
2. State workers compensation coverage as required by law. Employees liability with a limit of not less than \$1,000,000.00.

This insurance shall be adequate to protect both Consultant and School from all liability on account of injury or damage done to the persons or property of any

and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in this Agreement.

All consultant policies shall contain an endorsement providing that written notice shall be given to School at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy.

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish School, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on February 25th, 2021, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "All Urban Consumers" CPI for "All of California" as created by the Dept. of Industrial Relations, with January to January as

the term of increase.

18.0 Assignment

This Agreement is personal to the parties and may not be assigned by Consultant, in whole or in part, without the prior written consent of the School.

19.0 Representative's Authority

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the School, any obligation or responsibility of whatsoever kind or nature.

20.0 Indemnification

Consultant agrees to indemnify School, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed

sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 School's Obligation on Termination of Agreement by Consultant

If, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, School's obligation to make any payments shall cease, except that School shall pay Consultant for all work actually performed through the effective date of termination.

25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement
at _____ California, on the dates designated
below.

SCHOOL

Penny Lauseng-MJUSD
Asst. Supt of Business Services

Date

CONSULTANT

DocuSigned by:

Jacobs Vallejo

C87E20CE0286E406...

2/11/2021

Marlon Morgan, Executive Director, or Designee
Wellness Together, Inc.
Taxpayer ID: 81-1653329

Date

Includes Purchase Orders dated 01/01/2021 - 02/01/2021				Board Meeting Date February 23, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Abe Lincoln (50)					
P21-02600	AMAZON.COM	Per Mr. Gray - office use	01-4300-1100	82.24	
P21-02670	SCHOOL SPECIALTY	File Cabinets	01-4300-1100	909.62	
P21-02674	AMAZON.COM	OK per Mr. Gray - Lanyards	01-4300-1100	15.77	
P21-02764	AMAZON.COM	OK per Mr. Gray - Printer	01-4300-1100	248.86	
P21-02793	CDW-G COMPUTER CENTER	Laptop	01-4410-1100	1,048.22	
			Total Location	2,304.71	
Location Accounting (104A)					
P21-02581	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	58.15	
P21-02596	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	84.42	
P21-02761	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	168.85	
			Total Location	311.42	
Location Accounting/Payroll (103)					
P21-02736	Greatland	1099 Forms	01-4300-0000	188.20	
Location After School Program (107)					
P21-02538	AMAZON.COM	Loma Rica STARS	01-4300-6010	1,454.23	
P21-02539	AMAZON.COM	Loma Rica STARS	01-4300-6010	213.22	
P21-02762	OFFICE DEPOT B.S.D.	STARS Office	01-4300-6010	78.90	
P21-02860	AMAZON.COM	ASES Yuba Gardens	01-4300-6010	51.93	
			Total Location	1,798.28	
Location Arboga Elementary (01)					
P21-02566	OFFICE DEPOT B.S.D.	CLASSROOM MATERIAL	01-4300-1100	259.78	
P21-02567	OFFICE DEPOT B.S.D.	CLASSROOM MATERIALS	01-4300-1100	1,161.27	
P21-02608	AMAZON.COM	classroom supplies	01-4300-1100	87.79	
P21-02628	AMAZON.COM	Student Incentive Supplies/Student Sup	01-4300-1100	138.34	
P21-02634	AMAZON.COM	classroom supplies	01-4300-3010	620.81	
P21-02661	AMAZON.COM	Air Purifiers/PRESTON	01-4300-1100	238.12	
P21-02662	AMAZON.COM	Air Purifier/PRESTON	01-4300-1100	238.12	
P21-02663	AMAZON.COM	Air Purifier/PRESTON	01-4300-1100	238.12	
P21-02664	AMAZON.COM	Air Purifier/PRESTON	01-4300-1100	238.12	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P21-02665	Child 1st Publications	SnapWords	01-4300-1100	1,082.28
P21-02686	AMAZON.COM	classroom supplies	01-4300-3010	376.49
P21-02687	AMAZON.COM	classroom supplies	01-4300-3010	94.10
P21-02692	AMAZON.COM	Teacher Chair/JONES	01-4300-1100	119.06
P21-02702	APPLE COMPUTER INC	iPads and Covers	01-4300-3010	2,933.76
P21-02703	APPLE COMPUTER INC	iPads and Covers	01-4300-0003	1,466.88
P21-02707	SCHOOL SPECIALTY	Library shelving	01-4410-1100	2,627.14
P21-02722	AMAZON.COM	Classroom Chair/Andy	01-4300-1100	119.06
P21-02752	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	152.99
Total Location				12,192.23
Location Browns Valley Elementary (03)				
P21-02714	AMAZON.COM	PPE shields	01-4300-0003	259.76
P21-02794	AMAZON.COM	technology supplies	01-4300-1100	99.53
Total Location				359.29
Location Business Services (106)				
P21-02577	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	Tri County Induction Program 2020/2021	01-5801-0004	196,000.00
P21-02598	PLACER TITLE COMPANY	TITLE REPORTS(Multiple Schools)	01-5890-0000	5,600.00
P21-02801	OFFICE DEPOT B.S.D.	Buisness Services Supplies	01-4300-0000	197.47
Total Location				201,797.47
Location Categorical (203)				
P21-02734	OFFICE DEPOT B.S.D.	Materials for Program	01-4300-0003	93.85
Location Cedar Lane Elementary (05)				
P21-02765	OFFICE DEPOT B.S.D.	OFFICE	01-4300-0003	349.89
Location Charter Academy For Fine Arts (42)				
P21-02554	AMAZON.COM	Science Supplies 3	09-4300-1100	314.78
P21-02555	AMAZON.COM	Docking Station - Apple	09-4300-1100	156.80
P21-02556	CSF/CJSF CENTRAL OFFICE	CSF Membership 2020-21	09-5220-0000	190.00
P21-02557	CSF/CJSF CENTRAL OFFICE	CJSF Membership 2020-21	09-5220-0000	190.00
P21-02558	AMAZON.COM	Careers Book- Husse	09-4300-0000	485.18

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P21-02691	AMAZON.COM	Art Supplies- Glen	09-4300-1100	27.80
P21-02693	AMAZON.COM	Cellphone Cases	09-4300-0000	211.09
P21-02706	KUTA SOFTWARE, LLC	Supplemental Math Software	09-5801-0000	1,666.50
P21-02737	Home Depot USA, Inc.	MCAA Custodial Supplies 2020-2021	09-4320-0000	300.00
P21-02757	AMAZON.COM	Cellphone Cases 2	09-4300-0000	34.62
P21-02815	Gray Step Software , Inc	ASB Software Renewal	09-5801-0000	1,295.00
Total Location				4,871.77
Location Child Development (51)				
P21-02543	AMAZON.COM	Chromebook Chargers	12-4300-6105	81.97
P21-02589	LOVING GUIDANCE, INC	Kwoods Pro Dev.	01-5220-6128	3,037.50
P21-02651	AMAZON.COM	Linda PRE Rm 302 Supplies	12-4300-6105	10.81
P21-02726	LOVING GUIDANCE, INC	Kwoods Pro Dev. Jan 2021	01-5220-6128	1,096.03
P21-02756	AMAZON.COM	CLE SR - Veronica Lepe	12-4300-6105	25.95
P21-02808	OFFICE DEPOT B.S.D.	CLE PRE Supplies Dao Scott	12-4300-6105	147.74
P21-02856	4IMPRINT, INC.	Child Dev 105	12-4300-6105	473.28
P21-02858	OFFICE DEPOT B.S.D.	Araceli Raya	12-4300-6105	140.56
Total Location				5,013.84
Location Community Day School (54)				
P21-02601	AMAZON.COM	Per. Mr. Gray - supplies for distance learning	01-4300-1100	64.93
P21-02767	AMAZON.COM	OK per Mr. Gray - Chairs for New Teacher	01-4300-1100	216.48
P21-02797	AMAZON.COM	Per Mr. Gray - supplies for classroom	01-4300-1100	180.62
P21-02823	AMAZON.COM	Per Mr. Gray - for supplies	01-4300-1100	102.78
P21-02837	OFFICE DEPOT B.S.D.	ok per Mr. Gray- for classroom printer	01-4300-1100	91.82
Total Location				656.63
Location Cordua Elementary (07)				
P21-02579	OFFICE DEPOT B.S.D.	Office Depot order	01-4300-0004	54.13
P21-02607	OFFICE DEPOT B.S.D.	Toner - Hansard	01-4300-1100	118.66
P21-02610	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lakeshore- Taylor	01-4300-3010	433.97
P21-02660	AMAZON.COM	Desk Shields	01-4300-0004	292.23
P21-02721	AMAZON.COM	Books - Barker	01-4200-0003	137.52

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Location Cordua Elementary (07) (continued)				
P21-02778	AMAZON.COM	Bags	01-4300-1100	41.10
			Total Location	1,077.61
Location Covillaud Elementary (09)				
P21-02636	SCHOOL NURSE SUPPLY, INC	Thermometers	01-4300-1100	361.98
P21-02638	SMILE BUSINESS PRODUCTS, INC.	Temperature Scanner	01-4410-1100	2,530.88
P21-02826	AMAZON.COM	Admin supplies	01-4300-1100	76.60
			Total Location	2,969.46
Location Custodial Supervisor (206)				
P21-02679	HILLYARD - SACRAMENTO	Sanitizing Sprayers	01-4410-3210	9,174.19
P21-02728	AMAZON.COM	Custodial/Phone Case	01-4320-0000	37.79
			Total Location	9,211.98
Location Dobbins Elementary (11)				
P21-02624	FOLLETT SCHOOL SOLUTIONS, INC.	Title Peek	01-4300-1100	150.00
P21-02745	TROXELL COMMUNICATIONS, INC.	Aver	01-4300-1100	241.40
			Total Location	391.40
Location Edgewater Elementary (12)				
P21-02537	AMAZON.COM	Custodian Supplies	01-4320-0000	32.46
P21-02569	AMAZON.COM	Office Supplies	01-4300-1100	69.26
P21-02704	AMAZON.COM	Video conference materials for office staff	01-4300-1100	402.94
P21-02834	OFFICE DEPOT B.S.D.	Admin supplies	01-4300-1100	33.27
P21-02839	TROXELL COMMUNICATIONS INC	Headphones	01-4300-3010	2,435.63
			Total Location	2,973.56
Location Ella Elementary (13)				
P21-02613	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	62.93
P21-02654	AMAZON.COM	Books	01-4300-9010	38.28
			Total Location	101.21
Location Facilities (66)				
P21-02635	AMAZON.COM	Supplies for Travis Barnett	01-4300-0000	91.99
P21-02854	Jack E. Campbell Inspections	8303-Linda Elementary Preschool Portable Project	01-6240-6128	27,000.00
P21-02855	Jack E. Campbell Inspections	8304-McKenney Portable Addition Project	01-6240-0010	40,000.00
			Total Location	67,091.99

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Location Foothill Intermediate (35)				
P21-02565	SUTTER COUNTY SCHOOLS	20-21 Shady Creek - Clothing	01-4300-9010	180.00
P21-02616	AMAZON.COM	Attendance Awards	01-4300-0003	965.87
P21-02627	OFFICE DEPOT B.S.D.	Office Depot	01-4300-1100	63.14
P21-02685	AMAZON.COM	Map	01-4300-3010	82.98
P21-02705	SMILE BUSINESS PRODUCTS, INC.	Copier/Office	01-4450-1100	5,714.52
P21-02753	OFFICE DEPOT B.S.D.	Supplies	01-4300-1100	163.51
P21-02755	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	37.19
P21-02803	AMAZON.COM	Classroom Supplies	01-4300-3010	1,196.11
P21-02842	PIAZZ PARTY RENTAL	Chairs-Promotion	01-5630-1100	.01
P21-02853	AMAZON.COM	Mari - Classroom books	01-4300-3010	459.90
Total Location				8,863.23

Location Grounds (65)				
P21-02591	VERIZON WIRELESS	iPhone 11 - Anthony Holt	01-4410-0000	249.49
P21-02818	WALKER'S OFFICE SUPPLIES	Mo Replacement Ped File	01-4300-0000	203.51
P21-02848	UNITED RENTALS	Grounds/2020-2021	01-5630-0000	2,500.00
Total Location				2,953.00

Location Indian Education (108)				
P21-02639	CDW-G COMPUTER CENTER	Adobe CC	01-5801-4510	854.38
P21-02653	CDW-G COMPUTER CENTER	Filemaker	01-5801-4510	1,606.70
P21-02746	TROXELL COMMUNICATIONS, INC.	Sound System	01-4300-4510	1,021.89
P21-02769	CDW-G COMPUTER CENTER	24" Monitors	01-4410-4510	2,792.84
P21-02785	AMAZON.COM	panasonic tripod and Wood Rounds	01-4300-4510	811.31
P21-02792	ALIVE MEDIA	Sound System	01-4300-4510	2,537.65
P21-02816	RENA HORSE	WPW Workshop	01-4410-4510	1,381.19
P21-02817	RENA HORSE	WPW Workshop	01-5801-4510	2,630.48
P21-02821	AMAZON.COM	Paint and Carbon Paper	01-5801-4510	375.00
P21-02822	AMAZON.COM	External Hard Drives and SanDisk Memory Cards	01-4300-4510	350.00
Total Location				874.70
				370.56
				15,606.70

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110)				
P21-02602	QUALTRICS, LLC	Qualtrics for District 2021	01-4300-0000	6,600.00
P21-02751	AMAZON.COM	White noise systems	01-4300-0000	49.77
Total Location				6,649.77

Location Johnson Park Elementary (15)

P21-02544	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials Richards	01-4300-3182	149.18
P21-02545	Scholastic Classroom Magazines	Classroom Materials Richards	01-4410-3182	988.99
P21-02578	SCHOOL SPECIALTY	TEACHER CHAIR	01-4300-3182	93.97
P21-02583	AMAZON.COM	Classroom Materials Richards	01-4300-1100	378.88
P21-02584	AMAZON.COM	Classroom Materials Stabnau	01-4300-3182	143.20
P21-02585	AMAZON.COM	Classroom Materials for Lunden	01-4300-3182	272.15
P21-02586	AMAZON.COM	Classroom Material McKinnon	01-4300-3182	530.32
P21-02668	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies Eggleston	01-4300-3182	389.27
P21-02672	AMAZON.COM	Classroom Supplies McKinnon	01-4410-3182	672.68
P21-02768	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials Franklin	01-4300-3182	982.91
Total Location				7,258.38

Location Kynoch Elementary (17)

P21-02562	OFFICE DEPOT B.S.D.	OFFICE, ENVELOPES	01-4300-1100	29.51
P21-02570	AMAZON.COM	RM 15 & 16, STORAGE CONTAINERS, STOREX	01-4300-0003	329.28
P21-02575	AMAZON.COM	RM 6, AMAZON ORDER	01-4300-0003	85.92
P21-02580	APPLE COMPUTER INC	iPad	01-4410-1100	1,462.13
P21-02582	OFFICE DEPOT B.S.D.	ASURMENDI, INK	01-4300-1100	113.97
P21-02588	LIFETOUGH	MORRISON, YEARBOOK PAYMENT	01-4300-1100	2,505.28
P21-02697	AMAZON.COM	JUSTIE, STUDENT SUPPORT STORAGE BINS	01-4300-1100	242.18
P21-02700	AMAZON.COM	RM 22, AMAZON ORDER. CLIP BOARDS	01-4300-0003	35.67
P21-02701	OFFICE DEPOT B.S.D.	MS GELY NEW CHAIR	01-4300-1100	151.54
P21-02710	OFFICE DEPOT B.S.D.	RM 19 & 20 FILE FOLDERS	01-4300-1100	75.69
P21-02712	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 19 & 20, LAKESHORE ORDER	01-4300-0003	119.02

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P21-02731	DEMCO	LIBRARY ORDER DEMCO	01-4300-1100	203.41
P21-02735	Generation Genius	RM 1 SITE LICENSE FOR GENERATION GENIUS	01-5801-0003	125.00
P21-02786	ESGI	1ST GRADE SITE LICENSE, ESGI	01-5801-0003	1,015.00
P21-02787	AMAZON.COM	STUDENT SUPPORT, STORAGE TUBS.	01-4300-1100	519.51
P21-02836	OFFICE DEPOT B.S.D.	RM 3, INK	01-4300-0003	179.72
P21-02838	LOWE'S HOME IMPROVEMENT	COMMERCIAL CHARGE ACCOUNT STUDENT SUPPORT OFFICE. ORGANIZATION TOOLS.	01-4300-1100	279.74
P21-02862	AMAZON.COM	FISHER, AMAZON FLAG POLE LIGHT	01-4300-1100	46.54
Total Location				7,519.11
Location Linda Elementary (19)				
P21-02587	Wristband Resources	Wristbands for check-in	01-4300-1100	220.61
P21-02604	OFFICE DEPOT B.S.D.	3rd Grade Packet Pickup Supplies/Sanchez	01-4300-0004	185.74
P21-02614	AMAZON.COM	Drawing Tablet/RSP	01-4300-0004	83.88
P21-02689	AMAZON.COM	Drawing Tablets/RSP	01-4300-0004	503.30
P21-02724	PENWORTHY / MEDIA SOURCE	Library Books	01-4300-0004	10.58
P21-02770	ALL FOR KIDZ, INC.	Virtual NED Show 2/18/21 9 a.m. - 9:45 a.m.	01-5801-1100	2,000.00
P21-02771	SIERRA SCHOOL EQUIPMENT CO	Wagner - Student Desks	01-4300-1100	1,932.26
P21-02782	WALKER'S OFFICE SUPPLIES	Desk and Bookcases	01-4300-1100	2,002.63
P21-02802	SCHOOL SPECIALTY	Library Shelves	01-4410-1100	13,574.50
Total Location				20,513.50
Location Lindhurst High (43)				
P21-02603	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Basketball	01-4300-0000	106.16
P21-02605	OFFICE DEPOT B.S.D.	Classroom Supplies/Greco	01-4300-0000	11.90
P21-02606	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	120.21
P21-02611	CARPET II INC. DBA PREMIER FLOORS	Gym Foyer Floor Coverings	01-4300-0000	27,983.82
P21-02615	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	1,385.60
P21-02625	ANTHEM SPORTS, LLC	Athletic Supplies/Softball	01-4300-0000	164.49
P21-02637	Affordable Seating, LLC	Culinary Restaurant Furniture	01-4300-0004	17,974.10
P21-02640	AMAZON.COM	Technology Supplies/Tripods	01-4300-3010	1,731.57
P21-02641	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	70.58
P21-02642	AMAZON.COM	Supplies	01-4300-0000	441.68

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-02647	CDW-G COMPUTER CENTER	Adobe Creative Cloud	01-5801-0000	2,460.00
P21-02676	AIRGAS	CTE LHS BUILD/ WALZ	01-4300-6387	6,391.04
			01-4410-6387	1,168.40
P21-02677	Woodcraft	CTE LHS CONSTRU WALZ	01-4300-6387	210.49
			01-4410-6387	1,654.31
P21-02681	The Tree House, Inc.	Toner	01-4300-0003	3,191.64
P21-02688	AMAZON.COM	CTE LHS CONSTRU/ WALZ	01-4300-6387	512.85
P21-02690	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	2,857.80
P21-02719	CENTRAL RESTAURANT PRODUCTS	Athletics/Gym Foyer	01-4300-0000	1,713.33
			01-4410-0000	6,271.46
P21-02720	EPIC SPORTS	Athletic Supplies/Softball	01-4300-0000	973.42
P21-02723	Sysco Sacramento, Inc.	Culinary Supplies	01-4300-0000	3,523.47
P21-02739	EAST BAY RESTAURANT SUPPLY, INC.	Wok Range	01-4410-0004	1,880.68
			01-4410-3550	3,688.00
P21-02740	EAST BAY RESTAURANT SUPPLY, INC.	Blast Chiller	01-6400-6387	21,611.03
P21-02741	TruMark Athletics	Athletic Supplies/Football	01-4300-0000	670.38
P21-02742	Bases Loaded	Athletic Supplies/Softball	01-4300-0000	567.25
P21-02748	JUGS Sports, Inc.	Athletic Supplies/Softball	01-4300-0000	1,590.46
P21-02749	The Golf Warehouse, LLC	Athletic Supplies/Softball	01-4300-0000	1,005.54
P21-02758	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	CTE LHS CONSTRU WALZ	01-4300-6387	390.26
			01-4410-6387	18.05-
P21-02772	Integrity Design	Athletics	01-4300-0004	1,989.22
P21-02773	Integrity Design	Pole Banners	01-4300-0000	1,621.87
P21-02781	Restaurant Supply LLC	Broiler and Grinder	01-4300-3550	328.29
			01-4410-3550	3,952.89
P21-02814	Trigon Sports Intl	Athletic Supplies/Softball	01-4300-0004	196.90
P21-02827	AMAZON.COM	Classroom Supplies/Greco	01-4300-0000	59.27
P21-02829	Savvas Learning Company LLC	Culinary Textbook	01-4100-0004	120.43
P21-02830	Show Smart	CTE LHS AGR ALVAREZ	01-5801-6388	650.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P21-02831	AG-CON CONSTRUCTION, INC.	Greenhouse Repairs	01-6210-0004	48,401.37
P21-02850	KELLY-MOORE PAINT CO., INC.	CTE LHS CONSTRU WALZ	01-4410-6387	3,455.34
P21-02852	AMAZON.COM	Classroom Supplies/Walz	01-4300-0003	487.06
Total Location				173,566.51
Location Loma Rica Elementary (21)				
P21-02620	SCHOOL MATE	Classroom Folders	01-4300-3010	474.14
P21-02750	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	106.08
P21-02779	SMILE BUSINESS PRODUCTS, INC.	Copier/Teacher Workroom	01-4450-0004	5,249.04
P21-02844	AMAZON.COM	PBIS Supplies	01-4300-0003	89.30
Total Location				5,918.56
Location Maintenance (63)				
P21-02548	VOLTAGE SPECIALISTS	Maintenance/Edgewater Fire Alarm	01-5801-8150	1,050.00
P21-02550	CITY OF MARYSVILLE	MAINTENANCE/MHS AG 2020	01-5890-8150	362.00
P21-02551	RICHARD'S TREE SERVICE	Grounds/Maintenance/Foothill School	01-5801-8150	2,900.00
P21-02552	RICHARD'S TREE SERVICE	Grounds/Maintenance/Loma Rica School	01-5801-8150	2,700.00
P21-02553	RICHARD'S TREE SERVICE	Grounds/Maintenance/Cedar Lane School	01-5801-8150	2,700.00
P21-02568	ULINE.COM	MAINTENANCE/SLABRUZZO	01-4300-8150	338.82
P21-02590	OFFICE DEPOT B.S.D.	INK FOR CUSTODIAL SUPERVISOR	01-4320-0000	328.51
P21-02612	OFFICE DEPOT B.S.D.	OFFICE SUPPLIES FOR MAINTENANCE	01-4300-8150	160.28
P21-02617	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/HMBP PERMITS 2021	01-5890-8150	4,339.50
P21-02631	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Cedar Lane	01-5642-8150	21,302.17
P21-02652	GEWEKE COLLISION CENTER	Maintenance/Repairs to 2006 Ford Pickup F250 XL	01-5641-8150	3,475.20
P21-02655	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/LOMA RICA 2020-21	01-5890-8150	155.82
P21-02680	MESCHER DOOR COMPANY	Maintenance/DO-Transportation and Warehouse	01-5801-8150	6,720.00
P21-02754	AMAZON.COM	SUPPLIES FOR MAINTENANCE	01-4300-8150	42.57
P21-02774	BROWNSVILLE SAND & GRAVEL INC	Maintenance/MHS TENNIS COURTS	01-5801-8150	1,225.00
P21-02775	OFFICE DEPOT B.S.D.	MAINTENANCE	01-4300-8150	90.88
P21-02776	AMAZON.COM	Maintenance/Doug Trower Supplies	01-4300-8150	408.68
P21-02780	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Loma Rica	01-5642-8150	4,885.84
P21-02783	KELLY-MOORE PAINT CO., INC.	Paint Sprayer	01-4300-8150	4,088.42

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Location Maintenance (63) (continued)				
P21-02791	LES SCHWAB TIRE CENTER	MAINTENANCE/TIRES	01-5642-8150	400.00
P21-02807	AMAZON.COM	MAINTENANCE/MATT HALL	01-4300-8150	513.11
P21-02810	OFFICE DEPOT B.S.D.	MAINTENANCE/SUPPLIES	01-4300-8150	57.42
P21-02811	MESCHER DOOR COMPANY	Maintenance/MHS Football Stadium	01-5642-8150	170.00
P21-02825	GRAINGER	MAINTENANCE/TOBY	01-4300-8150	216.58
P21-02841	BROWNSVILLE SAND & GRAVEL INC	Maintenance/Transportation Bus Parking lot	01-6170-0230	45,000.00
P21-02861	OFFICE DEPOT B.S.D.	MAINTENANCE/SUPPLIES	01-4300-8150	54.71
Total Location				103,685.51

Location Marysville High (45)				
P21-02561	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	123.87
P21-02563	OFFICE DEPOT B.S.D.	Sped Supplies	01-4300-6500	75.72
P21-02571	Folger Shakespeare Library	Folger Shakespeare Library	01-5801-3010	280.00
P21-02574	COMPLETE BOOK AND MEDIA SUPPLY	English Novels	01-4300-3010	823.57
P21-02576	OFFICE DEPOT B.S.D.	Ink	01-4300-0003	71.47
P21-02619	INTERQUEST DETECTION CANINES OF NORTH VALLEY COUNTIE	Interquest Detection Canines	01-5801-6690	3,700.00
P21-02621	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	36.35
P21-02622	CAROLINA BIOLOGICAL SUPPLY CO	Vet Science Supplies	01-4300-0004	1,645.41
P21-02669	AMAZON.COM	Keyboard Replacement	01-4300-3010	47.08
P21-02698	AMAZON.COM	Animation Supplies	01-4300-0004	557.00
P21-02699	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	93.61
P21-02804	AMAZON.COM	Docking Station Cable	01-4300-3010	17.02
P21-02824	JONES SCHOOL SUPPLY CO., INC.	Honor Roll Pins	01-4300-0000	1,676.10
P21-02847	SUTTER ORCHARD SUPPLY	CTE MHS AGR BISBY	01-4300-6387	1,037.00
Total Location				10,184.20

Location McKenney Intermediate (37)				
P21-02671	Scholastic Classroom Magazines	BAKER	01-4300-1100	70.79
P21-02711	AMAZON.COM	LIBRARY	01-4200-3010	595.01
P21-02717	Scholastic Inc. Book Club	LIBRARY	01-4200-3010	368.94
Total Location				1,034.74

Location Nutrition Services (73)

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Location Nutrition Services (73)				
P21-02559	TYSON FOODS, INC.	Commodity Order	13-9325-5310	10,805.30
P21-02560	ASIAN FOOD SOLUTIONS	Commodity Order	13-9325-5310	11,392.00
P21-02592	NATIONAL FOOD GROUP	Commodity Order	13-9325-5310	4,368.00
P21-02593	PRO PACIFIC FRESH	1/27/21 Yogurt delivery to warehouse	13-9325-5310	2,604.00
P21-02594	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	CDE Offering c 2/1-3/31(not2/8 or 2/15)	13-4716-5310	413.25
			13-9325-5310	2,374.05
P21-02618	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9326-5310	4,432.32
P21-02656	WCP Solutions	Direct Order for Warehouse Inventory	13-9326-5310	5,118.71
P21-02666	PRO PACIFIC FRESH	2/10/21 Yogurt Delivery	13-9325-5310	1,736.00
P21-02667	LA TAPATIA TORTILLERIA, INC	1/22/21 IW Chip delivery	13-9325-5310	272.50
P21-02682	NATIONAL RESTAURANT ASSOC. THE EDUCATIONAL FOUNDATION	District Credit Card- 2 ea. ServSafe Mgr Course	13-4300-5310	358.00
P21-02713	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9325-5310	465.60
			13-9326-5310	3,575.93
P21-02729	REFRIGIWEAR	Protective Clothing for Warehouse Personnel	13-4300-5310	1,208.21
P21-02730	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	408.75
P21-02732	OFFICE DEPOT B.S.D.	Printer Toner for Nutrition Services	13-4300-5310	408.58
P21-02759	WILD RIVER MARKETING	Open PO for Produce direct to Kitchens	13-4716-5310	5,000.00
P21-02760	REFRIGIWEAR	Additional Protective Clothing-Warehouse	13-4300-5310	271.40
P21-02784	GOLD STAR FOODS	2/8/21 Tajin to MHS for Warehouse Inventory	13-9325-5310	429.00
P21-02806	WCP Solutions	COVID-19 Packaging	13-9326-5310	1,286.88
P21-02840	SCHOOL SPECIALTY	Chair for Camelia	13-4410-5310	812.99
P21-02843	PRO PACIFIC FRESH	2/24/21 Yogurt Delivery for Whs	13-9325-5310	2,604.00
Total Location				60,345.47
Location Olivehurst Elementary (25)				
P21-02572	AMAZON.COM	Student Supplies	01-4300-0003	428.64
P21-02573	AMAZON.COM	Student supplies	01-4300-0003	327.84
P21-02595	AMAZON.COM	Intervention Manual	01-4300-0003	113.66
P21-02673	AMAZON.COM	Tech Supplies	01-4300-1100	31.38
P21-02696	AMAZON.COM	Student Supplies	01-4300-0003	82.13
P21-02733	AMAZON.COM	Student Supplies	01-4300-0003	240.32

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Olivehurst Elementary (25) (continued)				
P21-02796	AMAZON.COM	Tech Order	01-4300-1100	53.04
P21-02805	AMAZON.COM	Student Supplies	01-4300-0003	668.14
P21-02846	AMAZON.COM	Tech Supplies	01-4300-1100	28.12
Total Location				1,973.27
Location Personnel (113)				
P21-02623	OFFICE DEPOT B.S.D.	PERSONNEL/MARY	01-4300-0000	65.99
P21-02727	CALIFORNIA STATE UNIV, CHICO CASHIERING OFFICE	Paid Intern Fees Fall 2020 EDPI 1917	01-5801-0004	3,000.00
P21-02859	OFFICE DEPOT B.S.D.	PERSONNEL/BV	01-4300-0000	59.30
P21-02863	I.S.E. INVESTIGATIVE SERVICES	PROCESSING SERVICE	01-5890-0000	70.00
Total Location				3,195.29
Location Print Shop (67)				
P21-02629	OFFICE DEPOT B.S.D.	New rubber "Received" stamp	01-5711-0000	72.52
P21-02675	SPICER'S PAPER, INC.	Scrim Vinyl	01-4300-0000	649.50
Total Location				722.02
Location Pupil Services (202)				
P21-02549	OFFICE DEPOT B.S.D.	Supplies for office Student Services	01-4300-0000	91.36
P21-02633	DiPietro & Associates, Inc.	AED Annual Program Management	01-5801-0000	2,565.00
P21-02649	OFFICE DEPOT B.S.D.	Psych supplies - Lauren I.	01-4300-0000	40.97
P21-02650	OFFICE DEPOT B.S.D.	Health Services - New Nurse supplies	01-4300-0000	46.00
P21-02789	AMAZON.COM	Health Aides-supplies	01-4300-0000	25.60
P21-02812	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	Special Education Excess Cost 2020-21	01-7142-6500	263,881.00
P21-02813	Invacare Top End	Handbike	01-4410-6500	2,743.67
P21-02828	VERIZON WIRELESS	Upgrade Cell Phone Jas Gill	01-4410-6512	582.49
P21-02832	AMAZON.COM	Counselor supplies - Amy O	01-4300-0000	161.40
P21-02833	AMAZON.COM	Supplies for Student Services	01-4300-0000	69.24
P21-02835	OFFICE DEPOT B.S.D.	Student Services & Health supplies	01-4300-0000	128.97
Total Location				270,335.70
Location South Lindhurst (47)				
P21-02809	OFFICE DEPOT B.S.D.	Office Depot	01-4300-1100	92.53
Location Student Discipline/Attendance (109)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109)				
P21-02542	SCHOOL INNOVATIONS & ADVOCACY INC.	A2A Attendance Postcards	01-5801-7420	9,500.00
P21-02609	VERIZON WIRELESS	2-iPhone11-JolieC. & GiselleF	01-4410-0000	498.86
P21-02646	YUBA SUTTER REGIONAL ART COUNC	Paint for MHS Tunnel Mural repair	01-4300-0000	500.00
P21-02819	OFFICE DEPOT B.S.D.	Office Depot Supplies	01-4300-0000	117.66
P21-02820	OFFICE DEPOT B.S.D.	SARB SUPPLIES	01-4300-0000	45.32
Total Location				10,661.84
Location Superintendent (101)				
P21-02725	OFFICE DEPOT B.S.D.	Fuser Kit	01-4300-0000	367.93

Location Technology (102)				
P21-02546	SOLARWINDS	SolarWinds Maintenance Renewal	01-5621-0000	2,581.00
P21-02547	ANIXTER-SACRAMENTO	Opti-Core Fiber Patchcord	01-4300-0000	843.05
P21-02564	AMS.NET	Cisco Network Essentials	01-4410-0000	7,759.45
P21-02643	VERIZON WIRELESS	Upgrade - iPhone12 Pro Max - Fred Pulido	01-4410-0000	845.99
P21-02644	CDW-G COMPUTER CENTER	Proline SFP Transceiver module	01-4410-0000	2,263.90
P21-02645	CDW-G COMPUTER CENTER	ESNA CLOUDLINK FOR CISCO RNW	01-5801-0000	15,675.00
P21-02648	AMAZON.COM	Tech Supplies	01-4300-0000	122.82
P21-02658	AMAZON.COM	Tech Supplies	01-4300-0000	95.76
P21-02659	OFFICE DEPOT B.S.D.	Office Chair - Tim C.	01-4300-0000	292.26
P21-02738	CDW-G COMPUTER CENTER	HPE Aruba - SFP+ Transceiver Module	01-4410-0000	2,193.56
P21-02743	VERIZON WIRELESS	Verizon HotSpots	01-4300-0000	4,769.94
P21-02744	VERIZON WIRELESS	75 Asavie Licenses	01-5801-0000	284.16
P21-02747	Worth Ave. Group, LLC	Insurance AD/SP HP CB 11	01-5801-0000	275.00
P21-02790	AMPLIFIED IT, LLC	SysCloud Unlimited Backup 1 year license	01-5801-0000	9,000.00
P21-02857	AMAZON.COM	KVM Switch	01-4300-0000	135.31
Total Location				47,137.20

Location Transportation (69)				
P21-02540	AMAZON.COM	Geotab Harness Kit	01-4300-0230	64.95
P21-02541	AMAZON.COM	Truck Step Sides	01-4300-0230	154.91
P21-02599	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/Labor	01-5641-0230	945.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P21-02630	CD & Power	Generator Repairs	01-5641-0230	500.00
P21-02657	AMAZON.COM	Running Boards	01-4300-0230	154.91
P21-02766	AMAZON.COM	Soap foam bottles	01-4300-0230	34.60
P21-02849	OFFICE DEPOT B.S.D.	Batteries	01-4300-0230	86.95
Total Location				1,941.32
Location Warehouse (71)				
P21-02800	WAXIE SACRAMENTO	20/21 Whs Stock	01-9320-0000	1,732.00
Location Yuba Feather K-6 (29)				
P21-02683	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-0003	362.12
P21-02684	AMAZON.COM	Yuba Feather School	01-4300-0003	43.83
P21-02718	LEARNING A-Z	Yuba Feather School	01-5801-0003	864.00
P21-02788	LEARNING WITHOUT TEARS	Yuba Feather School	01-4300-0003	273.88
P21-02798	TROXELL COMMUNICATIONS, INC.	Headphones	01-4300-0003	1,467.98
P21-02799	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-0003	117.19
P21-02851	THE LIBRARY STORE	Yuba Feather School	01-4300-1100	128.41
Total Location				3,257.41
Location Yuba Gardens Intermediate (39)				
P21-02597	EXPLORELEARNING, LLC	Hays	01-5801-3010	875.00
P21-02626	AMAZON.COM	Bole	01-4300-1100	83.30
P21-02694	J'S PARTY RENTALS & DECOR	STEWART/HAYS	01-4300-1100	238.15
P21-02695	AMAZON.COM	GATES/HAYS	01-4300-1100	25.25
P21-02708	AMAZON.COM	Hays	01-4410-1100	1,652.18
P21-02709	AMAZON.COM	Hays	01-4300-1100	432.46
P21-02715	EXPLORELEARNING, LLC	Hays	01-5801-3010	1,090.00
P21-02716	SWIVL, INC.	Hays	01-4410-3010	8,205.35
P21-02763	AMAZON.COM	MULTI TEACHERS	01-4300-0003	73.12
P21-02795	EXPLORELEARNING, LLC	Hays	01-5801-3010	1,418.08
P21-02845	AMAZON.COM	KENT/GATES	01-4300-0003	67.98
Total Location				14,160.87

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PO Number	Vendor Name	Description	Total Number of POs	Fund-Obj-Resource	Account Amount
		324		Total	1,093,430.85

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	287	1,027,333.30
09	Chtr Schs	11	4,871.77
12	Child Dev	6	880.31
13	Cafeteria	20	60,345.47
Total			1,093,430.85

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P21-00025	22,093.03	01-4300	Gen Fund/Mat&Suppli	7,993.81
P21-00066	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P21-00082	9,500.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P21-00083	650.00	01-4300	Gen Fund/Mat&Suppli	150.00
P21-00204	350.00	01-4300	Gen Fund/Mat&Suppli	200.00
P21-00205	4,500.00	01-4364	Gen Fund/Tools/Part	1,957.37
P21-00213	1,500.00	01-5801	Gen Fund/Contracts	500.00
P21-00649	124,375.00	01-6220	Gen Fund/Architect	2,720.00
P21-00656	216,000.00	13-4716	Cafeteria/Produce	9,000.00-
		13-4717	Cafeteria/FoodPurcSch	5,559.43
			Total for P21-00656	3,440.57-
P21-01440	649.39	09-4300	Chrt Schs/Mat&Suppli	108.25-
P21-02078	2,088.77	01-4300	Gen Fund/Mat&Suppli	104.26
P21-02151	3,166.97	01-4300	Gen Fund/Mat&Suppli	37.45
P21-02363	500.00	01-4300	Gen Fund/Mat&Suppli	300.00
			Total PO Changes	16,414.07

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Marysville Joint Unified School District Behavior Analyst

Summary:

Under the supervision of the Director of Student Services or designee and working as a member of the site/program team, develops and implements effective behavior management plans for students including classroom activities. Performs other related duties as assigned. Provides supervision over the Behavior Assistant. The Behavior Analyst will assist in the administration and coordination of programs to reduce suspensions, provide intervention strategies on student behaviors up to and including behavior support plans. This is in addition to support to supervisors for problematic student behaviors. The Behavior Analyst will provide consult, support, and advisory services to parents, teachers, administrators, and staff. The Behavior Analyst will be familiar with regular education curriculum and state standards, and have expertise in the area of Autism Spectrum Disorder, Applied Behavior Analysis (ABA), in addition to knowledge of special education policies and processes. The Behavior Analyst will also participate in the development and implementation of policies and practices related to management of student problematic behaviors.

Essential Job Duties and Functions: (May include, but not limited to the following):

1. Behavior Management/Behavior Modification: Designs systematic procedures for the operation of a dynamic early intensive behavior training program, including early intensive behavioral intervention, discrete trial training, pivotal response training, errorless teaching, direct instruction, and other evidence-based teaching approaches that support adaptive functioning and academic achievement in students. Works as a team member with teachers, counselors, school social workers and other appropriate personnel to establish positive student contacts that develop appropriate and positive behavior modifications enabling students to succeed; assists instructional personnel by participating as a team member in the development and monitoring of comprehensive behavioral objectives, goals and plans, including a Behavior Intervention Plan (BIP); works one-on-one with students to affect behavior changes; evaluates student's needs and provides interventions to redirect behavior; implements behavioral programs designed to make positive and appropriate changes; assesses crisis situations and defuses situations using conflict resolution and crisis management techniques; reinforces appropriate behaviors and redirects negative behaviors; provides values clarification including rules, expectations and consequences; implements consequences for inappropriate behavior; with proper training, physically restrains students if necessary for safety; conducts behavior assessments and writes reports.
2. Communication/Consultation: Works with related agencies to develop an effective program of activities for changing unacceptable behavior of students; provides information to parents, guardians, or other care providers concerning action of students; ensures consistency of behavioral standards by coordinating with appropriate student contacts; monitors physical and emotional changes in students and reports to appropriate school personnel and agencies; consults with teachers, support staff and administrators to obtain information and advice on

prior behavior problems, and provides information as necessary concerning behavioral concerns.

3. Program/Staff Support: Maintains a professional rapport with program/site staff; assists the school site team by monitoring student behavior changes, assisting with academics, and supervising various activities during the course of the instructional day to maintain a controlled and safe environment for students and staff; attends IEP (Individualized Education Plan) and student progress meetings as requested; maintains awareness of fire drill procedures, earthquake preparation and emergency contingency plan for the school site; implements school's emergency procedures as requested; attends and provides trainings regarding safety, security, physical restraints and behavior management procedures as requested; oversees peer counseling groups, social skills instruction, recreational activities, and other learning opportunities as requested; attends and participates in program/site team meetings.
4. Records Management: Maintains records and charts regarding contacts with students which detail proposed and completed behavioral objectives; maintains records management systems which allow for efficient retrieval of necessary data; provides written reports of activities to staff and administrators including referral logs, crime, incident, suspension and accident reports; may administer medication and maintain records of medications as directed by prescription, parent or guardian, and school nurse; maintains log for Media-Cal billing; maintains other related documents and records as necessary.
5. Assists with design and implementation of ABA based programs, including early intensive behavior intervention, discrete trial training, pivotal response training, and other evidence based teaching approaches that support student achievement in students with autism and other behavioral challenges. •
6. Assists in coordination of all behavioral education supports and services in the District, and supports the development of new behavioral education programs, as needed.
7. Works cooperatively with state and federal agencies participating educational services for students with disabilities, and works closely with community agencies extending special services.
8. Assists in planning and developing with District teams for providing positive behavior supports and services to students and teachers.
9. Provides staff development activities to support teachers, assistants, and other staff working with students with behavioral challenges.
10. Provides training programs for teachers and other staff on data collection, behavioral analysis, positive discipline techniques, and behaviors.
11. Conducts Functional Analysis Assessments and other assessments for students with behavioral challenges.
12. Serves as a direct behavioral service provider for students identified with significant high-risk behaviors.
13. Plans and implements and/or supervises employees who implement behavioral intervention plans in collaboration with school teams.

14. Provides intervention strategies and classroom management techniques for classrooms and individual students with high-risk behaviors.
15. Supervise the implementation of Behavior Intervention plans.
16. Review and evaluate the effectiveness of Behavior Support plans.
17. Serve as liaison between District and other agencies providing services, including, but not limited to, non-public schools, Regional Centers, and Department of Mental Health.
18. Provide information for reports required by state and District.
19. Pursue professional growth opportunities through attendance at conferences, professional meetings and course work completion, as applicable.
20. May conduct site visits for the purpose of providing on-site consultation, training, and assistance to staff.
21. May participate as a member of an IEP team regarding services, progress monitoring, and review and transition decisions. Reports on behavior progress, present levels of performance, and development of IEP goals.

Knowledge and Skills:

Appropriate behavioral intervention strategies; instructional methods and learning theory; laws, rules and regulations of acceptable behavioral intervention; interpersonal skills needed to manage crisis situations; records management systems; standard software applications. The position requires professional knowledge of theories, concepts, principles, and practices in instruction, learning behavioral intervention. Requires detailed knowledge of Autism Spectrum Disorder, Applied Behavior Analysis, techniques, and behavioral supports for students with autism and other behavioral challenges. Requires in depth knowledge on relevant behavioral research leading to favorable outcomes for students. Requires well-developed skills to use a computer, common office productivity applications and specialized software used in education and research environments. Requires advanced human relations skills sufficient to conduct presentations to diverse audiences and to articulate the needs of students to large and small groups. Requires the ability to collaborate with other executive and management-level groups for planning, conflict resolution, and performance appraisal. Requires advanced language and writing skills to develop complex action plans, goals and objectives, and make formal presentations.

Skill and Abilities:

Assess situations and make proper judgments; understand behavioral situations and react accordingly; objectively analyze crisis situations; respond quickly to emergency situations; communicate effectively and make recommendations to various agencies, groups, and individuals; perform general clerical duties including maintaining accurate records and preparing clear and concise reports; communicate effectively in both oral and written forms with students and adults from different cultural and socioeconomic backgrounds; use a computer to prepare documents and maintain records; work independently and make decisions within the framework of established guidelines; work in a team environment; supervise students; be trained and updated in safety, security, physical restraints, and behavior management procedures; skill in

public speaking, designing presentations and training for small and large groups of school professionals. Requires the ability to perform all of the duties of the job that support its objectives. Requires the ability to plan, prioritize, and assign work in order to meet yearly schedules and timelines. Requires the ability to learn and apply pertinent legislation, regulations, and District requirements for performance. Requires the ability to lead and work with school improvement initiatives for narrowing student achievement gaps and improving overall achievement. Requires the ability to write complex reports and program materials. Requires the ability to solve complex problems where trade-offs and risks are involved, confrontations exist, and status of staff and students can be impacted. Requires the ability to manage complex projects and measure performance outcomes. Position requires the ability to interact on both a formal and informal basis with a wide range of contacts within and outside of the school setting. May require the ability to communicate in a second language.

Physical Abilities:

Sitting or standing for extended periods of time, hearing and speaking to exchange information to make presentations. Facility to utilize appropriate ProAct containment procedures when deemed necessary. Positions in this category require ability associated with prolonged periods of heavy physical labor. Position regularly performs heavy physical labor requiring ability to lift, carry, push, pull or move heavy objects or materials. Great physical demand for strength and endurance. Requires heavy physical effort such as lifting over 50 pounds on continuous basis. Physical functions involve heavy physical exertion. Lifting 50 pounds maximum or carrying any object weighing up to 25 pounds. Requires sufficient ambulatory ability to move about school campus environments on a continuous basis. Requires sufficient visual acuity to recognize words and numbers. Requires hand-arm-eye coordination to use a computer keyboard and retrieve files from standing forward, flexing and seated positions. Requires auditory capacity to speak and hear in public settings.

Minimum Qualifications:

Licenses or Certifications: Certification in an approved Crisis Intervention and/or Behavior Intervention Program; Board Certification Behavior Analyst (BCBA) or ability to obtain or equivalent training to the BCBA. Position requires a Master's Degree from an accredited college or university, preferably in Special Education, Education, Psychology, or a similar field. Minimum of one year of experience working with students with autism, writing Behavior Intervention Plans, and conducting Functional Behavioral Assessments and Functional Analysis Assessments is required.

Licenses and Certificates

Certification as a Board Certified Behavior Analyst (BCBA) is required. Possession of a valid California driver's license and current proof of insurance are required.

Working Conditions:

Work is performed primarily indoors where minimal safety considerations exist. This position will include visitations to school sites and various classroom environments.

Hazards:

Contact with unruly and abusive individuals is possible.

Board Approved: []

Marysville Joint Unified School District

Behavior Assistant

Summary:

Under direct supervision of the behavior analyst, and general supervision of an administrator and general direction of a classroom teacher and specialists, administers behavior management techniques in both general education classrooms and specific to students with disabilities and those with emotional disturbance, Autism Spectrum Disorder (ASD), or severe intellectual disabilities who are exhibiting maladaptive behaviors; uses de-escalation techniques and controls stimuli in the learning environment that may trigger students; implements supportive interventions, supports the classroom staff in teaching replacement behaviors; and performs other related duties as required.

Distinguishing Characteristics:

The Behavior Assistant classification is distinguished from other instructional assistant positions by the itinerant nature of the position as well as the incumbent having advanced knowledge of behavior management techniques specific to individuals who have emotional disturbance, Autism Spectrum Disorder (ASD) or intellectual disabilities. Incumbents of this classification may be assigned to a myriad of classroom settings as well as individual students who are demonstrating severe behaviors as a result of their emotional disturbance, ASD, or intellectual disabilities.

Essential Job Functions: (May include, but not limited to the following)

- Assists the Behavior Analyst in the delivery of in-service trainings relative to the behavioral and educational programs and services offered by MJUSD such as ProACT, Direct Instruction and applied behavior analysis including discrete trial training and data collection programs.
- Assists the Behavior Analyst in collecting data for functional behavior assessments (FBA), and Behavior Intervention Plans (BIP) along with systems to collect, maintain, and evaluate behavioral and observation data for these assessments/programs.
- Assists the Behavior Analyst in coaching staff in the effective implementation of the behavioral, academic and socialization training programs and data collection systems.
- Assists the Behavior Analyst in providing additional reliability data on the implementation and delivery of academic and behavioral services to students including procedures to help assure the reliability, validity and effectiveness of the interventions of behavioral and academic programs.
- Assists the behavior analyst in collecting and maintaining data regarding emergency behavioral procedures for students requiring specialized behavioral services.

- Assists the behavior analyst in analyzing and evaluating the behavioral, academic and socialization needs of the students by conducting data-based observations of student programs and summarizing and presenting data to the Behavior Analyst as directed.
- Assist the Behavior Analyst in identifying and analyzing the behavioral and socialization needs of special education students
- Provides coaching to classroom staff regarding general classroom and behavior management plans and data collection procedures.
- Provides coaching on the implementation of specific behavior management principles and methods
- Establish and maintain behavior observation files and logs.
- Assist the Behavior Analyst in Applying appropriate behavior management procedures in working with students, families and staff at all grade levels.
- Work cooperatively with others.
- Document and maintain accurate daily written documentation of specific services performed;
- Maintain confidentiality of student records;
- Utilizes most effective crisis intervention techniques related to the nature of students' emotional state of crisis;
- Assists in developing class materials, plans, and identifying students' needs;
- Provides assistance to students in the use of total communication which may include Braille, sign language, or other non-verbal forms of communication;
- Assists in helping students regarding academics, coping with disabilities, encouraging independence, etc.;
- Assists in maintaining a clean and orderly classroom;
- Assists with appropriate discipline when necessary;
- May prepare instructional materials by cutting, pasting, designing, typing, duplicating materials, setting up materials and equipment;
- Assists students to and from buses, lifting students, and/or pushing wheelchairs when necessary;
- Assists with supervising students during lunch time, on the playground, on field trips, or when mainstreamed into another class;
- Assists students with toilet functions; taking them to the bathroom, changing diapers, assisting students with cleanup, changing clothes when necessary;
- Assists students in learning proper grooming habits and personal hygiene;
- Supervises students in the performance of specialized learning functions such as cleaning, cooking, baking, etc.;
- May assist students in learning related skills necessary for successful performance in vocational areas, such as: basic arithmetical calculations, cleanliness, safety procedures, communication skills, independence, operation of various equipment used on the job (i.e., computers), etc.;
- May supervise students on community based or general education based programs;

- Assists individual students in specific problem areas as necessary;
- Performs whatever duties are necessary to assure the health and safety of the students;
- Performs other related duties as assigned

Job Requirements:

Training: Completion of registered behavior technician training preferred. Once hired, will be required to attend training in effective crisis intervention techniques, behavioral intervention case management, and any other training deemed necessary.

Experience: experience in a school setting preferred but not required; working with school age children and their families

Skill: providing psychological related services to students and families; completing mental health, social-emotional assessments, conducting individual, small group and family counseling sessions; conducting group training sessions; work with a diverse population of various socioeconomic and multicultural areas

Knowledge of: The needs of students who have behavioral, and/or learning disabilities; General knowledge of the principles of Applied Behavior Analysis; Positive discipline and behavior/classroom management techniques; Developmentally appropriate practices; Correct English usage, grammar, spelling, punctuation, and vocabulary; Safe practices in classroom and playground activities; Classroom and behavioral record-keeping techniques; Interpersonal skills necessary to work successfully with students, parents, and staff; Special needs and limitations of individuals with disabilities

Ability to: Recognize “triggers” for the students and help adjust classroom or learning environment to control such stimuli; Effectively utilize training received on the job; Demonstrate an understanding, patient, warm and receptive attitude toward students with severe needs; Keep pace with students who are exhibiting flight behaviors, as necessary; Make accurate mathematical calculations; Perform routine clerical support duties; Adapt and utilize a variety of alternative communication strategies that support students with limited receptive and expressive skills; Recognize changes in student behavior and appearance; React calmly and quickly under stress situations and emergencies; Print and write legibly; Understand and follow both oral and written instructions; Communicate effectively with children and adults; Establish and maintain effective work relationships with students, teachers, parents, and the general public; Assist with any instruction and related activities in any learning environment; Operate instructional and work related office equipment; Learn methods and procedures to be followed in the instruction of special education students

Physical Abilities:

Sitting or standing for extended periods of time, hearing and speaking to exchange information to make presentations; Facility to utilize appropriate ProAct containment procedures when deemed necessary. Positions in this category require ability associated with prolonged periods of heavy physical labor. Position regularly performs heavy physical labor requiring ability to lift, carry, push, pull or move heavy objects or materials. Great physical demand for strength and endurance. Requires heavy physical effort such as lifting over 50 pounds on continuous basis. Physical functions involve heavy physical exertion. Lifting 50 pounds maximum or carrying any object weighing up to 25 pounds.

Minimum Qualifications:

1. A minimum of two years' experience working with individuals with varying behavioral needs;
2. High School diploma or equivalent;
3. Must have completed one of the following at the time of hiring, an associate's degree (or higher); or, 48 semester units of higher education; or, passing score

Board Approved []



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Marysville Joint Unified School District
Marysville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Marysville Joint Unified School District, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Marysville Joint Unified School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Marysville Joint Unified School District, as of June 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

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Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis, budgetary comparison information, schedule of changes in total OPEB liability and related ratios, schedules of proportionate share of net pension liability, and schedules of District contributions for pensions be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Marysville Joint Unified School District's basic financial statements. The supplementary information listed in the table of contents, including the schedule of expenditures of Federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 21, 2021 on our consideration of Marysville Joint Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Marysville Joint Unified School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Marysville Joint Unified School District's internal control over financial reporting and compliance.



San Diego, California
January 21, 2021

AUDIT CERTIFICATION FORM
2019-20 FINANCIAL REPORT/AUDIT

In accordance with Assembly Bill 3627, Chapter 1002, as it pertains to Education Code Section 41020.3, the Governing Board must review and accept the prior year's Financial Report/Audit, at a public meeting, on or before January 31st and

THEREBY, as written verification of said review, the Governing Board of the Marysville Joint Unified School District, reviewed and accepted on February 23, 2021 the Annual Financial Report as of June 30, 2020.

(Signature) District Superintendent

(Date)

Forward this Audit Certification form by April 1, 2021 to:
Yuba County Office of Education
Veronica Merenda, Coordinator of Fiscal Services
935 14 Th Street, Marysville, CA 95901

MJUSD
Supt Office
FEB 03 2021

Received by lm



REQUIRES BOARD ACTION

Due: Mon. March 15—return ballot in enclosed envelope

January 29, 2021

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Suzanne Kitchens, CSBA President
Re: 2021 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 15, 2021.**

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2021 – March 31, 2023. Following the election, an updated list of all Delegates will be available on CSBA's website no later than April 1, 2021. The next meeting of the Delegate Assembly takes place on Saturday, May 15 and Sunday, May 16, 2021. Please do not hesitate to contact Jamille Peters at jpeters@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 15, 2021**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT
SUBREGION 4-C
(Colusa, Sutter, Yuba Counties)

Number of vacancies: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023

**denotes incumbent*

☐

No nominations were received; however your board may vote to write in the name of a board member to fill this seat.

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 4 – 8 Delegates (8 elected)

Director: Renee Nash (Eureka Union SD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 4-A (Glenn, Tehama)

Vacant, term expires 2022

Subregion 4-B (Butte)

Sandra Barnes (Oroville City ESD), term expires 2021

Subregion 4-C (Colusa, Sutter, Yuba)

Talwinder Chetra (Live Oaks USD), term expires 2022

Silvia Vaca (Williams USD), term expires 2021

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), term expires 2021

Alisa Fong (Roseville City SD), term expires 2021

Vacant, term expires 2022

County Delegate:

David Patterson (Placer COE), term expires 2022

Counties

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)



February 8, 2021

Marysville Joint Unified School District
Travis Barnett, Director of Buildings and Grounds
1919 B Street
Marysville, CA 95901

RE: Covillaud Elementary School Feasibility Study

Dear Mr. Barnett,

Thank you for the opportunity to provide a proposal to assist the district with planning the Covillaud Elementary School campus. With over 35 years of planning, building, and maintaining public schools in California, you can feel confident that a thorough and effective review will be provided to the administration and Board of Trustees. This will allow the Board to make effective, data-based decisions.

To effectively conduct this review and develop a Feasibility Facility Plan for Covillaud Elementary School, the initial activities will take place (in consultation with district staff):

1. Site visit
2. Capacity analysis
3. Enrollment projections
4. Instructional delivery methodology

Upon completion of the initial steps, the following analysis will be conducted:

5. Existing core facilities, including administration, rest rooms, and nutrition
6. Code compliance issues
7. Cost of maintaining existing portable classrooms
8. Options to replace portable classrooms with permanent structure (P2P)

After analysis, the findings will be issued and recommendations will be provided:

9. Solutions to findings including
 - a. P2P best options
 - b. Address core facilities needs, if any:
10. Funding opportunities
11. Recommendations

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Proposal

Work to be performed and billed at completion at \$125 per hour not to exceed \$2500, plus \$500 in reimbursables authorized by district.

Again, thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Dixon".

Joe Dixon, President

Joe Dixon
School Facility Expert
.DIXON SmartSchoolHouse, LLC

BIOGRAPHICAL SKETCH

Mr. Dixon is the former Assistant Superintendent, Facilities & Governmental Relations for the Santa Ana Unified School District. He oversaw the facility planning, construction, and maintenance functions for the district. With the passage of a \$200 million GOB in 2008, Mr. Dixon leveraged an additional \$235 million in state funds, and an additional \$100 million in local and federal funds.

Mr. Dixon serves as Past Chair for the Coalition for Adequate School Housing (CASH). At the federal level, he is a former chair for Californians for School Facilities, successfully advocating for public school programs such as QZAB and QSCB. Joe served as spokesperson and chair for Californians for Quality Schools, a partnership between CASH and the California Building Industry Association, to place a \$9 billion state facility bond on the 2016 ballot. He is a former Board member for Green Schools, and has worked with the California Energy Commission and Public Interest Energy Research on innovative school energy projects.

Mr. Dixon has served as a Board member of the Santa Ana Chamber of Commerce, also serving on their Government Affairs Council, as well as a member of the City of Santa Ana Oversight Committee for the Successor Agency to the former Redevelopment Agency. Joe taught Facilities, Maintenance, Operations and Transportation at California State University, Fullerton, for eleven years. Mr. Dixon serves as a core instructor in the CASH School Facility Leadership Academy, and was the founder of the CASH Maintenance Certification Program.

D. JOE DIXON

4 Via Cancion

San Clemente, CA 92673

cell: (949) 338-8137 res: (949) 481-0825

CURRENT

President, DIXON SmartSchoolHouse LLC, assisting school districts with facility options to ensure enhanced student achievement.

SUMMARY OF RELEVANT QUALIFICATIONS

Proven leadership and knowledge in school facility financing, planning, construction, and maintenance as evidenced by my track record and professional recognition.

EMPLOYMENT HISTORY

Santa Ana Unified School District, 1601 E. Chestnut Ave., Santa Ana, CA 92701 (2008 – 2015)

Assistant Superintendent, Facilities & Governmental Relations (\$175k/yr)

Oversee the planning, construction, and maintenance of 63 sites

Direct reports: Director of Building Services, Director of Construction, Senior Facilities Planner, Administrative Secretary

- Key member of the bond campaign which resulted in approval rating of 69%
- Leveraged \$200 million local bond to garner \$300 million in local, state, and federal funds
- Completed the construction of over 500 classrooms
- Modernized over 880 classrooms
- Developed key relationships to collaboratively build pools, parks, and community center

Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA 92675 (1984 – 2008)

Executive Director II, Facilities (\$156k/yr)

Oversee facility planning, construction, modernization, maintenance, operations, and transportation for 56 sites

Direct reports: Executive Director of MOT, Director of Construction, Energy Manager, Director of Facilities Planning, Executive Secretary

- Directed district modernization program since 1999 – over \$325m in projects with in-house construction management utilizing multi-prime bids.
- Oversee new construction over \$900m including off site mitigation, outside agency contacts, pay requests, and close out – in-house construction management using hard bid.
- Oversee School Facility Program application through audit.

D. JOE DIXON

page 2

4 Via Cancion

San Clemente, CA 92673

cell: (949) 338-8137 Res: (949) 481-0825

California State University, Fullerton, State College Boulevard, Fullerton, CA (2003 – 2014)

Instructor in the School Business Management

- Instructor in maintenance, operations, transportation, facility planning, and property management for schools

Developed (and Instructor) - CASH Maintenance Management Certification Program

Core Instructor for the CASH School Facility Leadership Academy

James L. Murdoch Lifetime Achievement Award – February 2020

EDUCATION

School Facility Leadership Academy Certificate – June, 2008

California State University – Fullerton. School Business Management Certificate – December, '99

University of Phoenix. Bachelor of Science in Business Administration – August, 1988

California State University – Fullerton. Liberal Arts Major – 1985 – 1986

Santa Ana College. Fire Technology Program – 1983

PROFESSIONAL ORGANIZATIONS

- **Past Chair - Coalition for Adequate School Housing (CASH)**
- **Past Chair - Californians for School Facilities (CSF)**
- **Past Board Member - Green CA Schools**
- **Board of Directors (retired)– Santa Ana Chamber of Commerce**
- **Board Member (retired) – Oversight Committee of Successor Agency (Former RDA) City of Santa Ana**

Resolution 2020-21/19

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Elimination of Classified Staff Due To Elimination of Particular Kinds of Service

WHEREAS,

District, school site and department personnel have made determinations based on anticipated budget shortfalls and/or lack of work, the governing board is being asked to approve the elimination of particular kinds of service among classified personnel, in order to permit the layoff of classified employees;

NOW, THEREFORE, BE IT RESOLVED, by the Board that:

1. The services set forth in Attachment A (incorporated by reference) shall be eliminated on June 4, 2021, OR on the date of the appropriate sixty (60)-day notification, for the 2021-22 school year, pursuant to Education Code Section 45117(b), which provides that employees being laid off due to a lack of work or lack of funds must receive notice sixty (60) days before the effective date of the layoff.
2. Staff has considered anticipated classified employee attrition (resignations, retirements, etc.). Nevertheless, it is still necessary to terminate classified full- and part-time equivalent positions as referenced in Attachment A, and may leave vacant positions unfilled, due to program funding reductions.
3. It may be necessary to retain the services of some classified employees, due to seniority. In doing so, the district will apply the "bumping" process afforded to employees affected by the elimination of these classified positions, and as afforded to them by the collective bargaining agreements and/or memorandums of understanding with their respective bargaining groups.
4. The Superintendent, or designee, is authorized and directed to send notice(s) of non-reemployment pursuant to E.C. 45117(b), to any employee whose services shall be terminated by virtue of this Resolution. Termination will become effective, in accordance with the required 60-day notice procedures.

THIS RESOLUTION was passed and adopted by the Board at a meeting held on the 23th day of February 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and approved by me after its passage.

Randy L. Rasmussen, President of the Board

ATTEST:

Gary Cena, Supt. and Board Secretary

**CLASSIFIED PARTICULAR KINDS OF SERVICE (PKS)
TO BE ELIMINATED JUNE 4, 2021, *OR*
WITH SIXTY (60)-DAY NOTICE**

Service	Full Time Equivalent
Literary Resource Technician	0.875
Secondary Student Support Specialist	0.75
Elementary Student Support Specialist	1.50
Yard Duty	1.75
Para-Educator	3.3257
Nutrition Assistant	5.125
Account Specialist	1.0
Total	14.3257 FTE

OLD

(Currently Board Approved)

Marysville Joint USD

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
(530) 741-6000
www.mjusd.com

Adopted by our Board of Education or authorized designee (here and after "the board") on January 14, 2020.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Marysville Joint Unified School District of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibilities of Marysville Joint Unified School District

We shall have the primary responsibility to ensure compliance with applicable state and federal

laws and regulations.

We shall investigate and seek to resolve, in accordance with our UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the Marysville Joint Unified School District that are subject to the UCP.

The Marysville Joint Unified School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our board.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- * Accommodations for Pregnant and Parenting Pupils
- * Adult Education
- * After School Education and Safety
- * Agricultural Career Technical Education
- * Career Technical and Technical Education; Career Technical; Technical Training (State)
- * Career Technical Education (Federal)
- * Child Care and Development
- * Compensatory Education
- * Course Periods without Educational Content
- * Education Of Pupils In Foster Care, Pupils Who Are Homeless, Former Juvenile Court Pupils Now Enrolled In A School District, and Pupils Of Military Families
- * Every Student Succeeds Act / No Child Left Behind (Titles I-VII)
- * Local Control and Accountability Plans (LCAP)
- * Migrant Education
- * Physical Education Instructional Minutes
- * Pupil Fees
- * Reasonable Accommodations to a Lactating Pupil

- * Regional Occupational Centers and Programs
- * School Plans For Student Achievement
- * School Safety Plans
- * Schoolsite Councils
- * State Preschool
- * State Preschool Health And Safety Issues In LEAs Exempt From Licensing

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

Health and safety complaints regarding a Child Development Program shall be referred to Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.

Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH).

Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker,

book, class apparatus, musical instrument, clothes, or other materials or equipment.

A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The Local Control Accountability Plan

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California Education Code (EC) Section 52060(d).

The UCP Annual Notice

We ensure annual dissemination of a written notice of our complaint procedures to all students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

Our UCP Annual Notice shall also include information regarding the requirements of EC Section 49010 through 49013 relating to pupil fees and information regarding the requirements of EC Section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

In order to identify appropriate subjects of state preschool health and safety issues, we also have a notice that is posted in each California state preschool program classroom in each school notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the California Code of Regulations that apply to California state preschool programs pursuant to HSC section 1596.7925 and (2) where to get a form for a state preschool health and safety issues complaint.

Filing UCP Complaints

When Filing Pupil Fees UCP Complaints

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

A pupil fees complaint shall be filed no later than one year from the date the alleged violation occurred.

When Filing State Preschool Health and Safety Issues UCP Complaints

UCP complaints regarding state preschool health and safety issues pursuant to HSC section 1596.7925 shall include the following statements:

File with the preschool program administrator or his or her designee.

A state preschool health and safety issues complaint pursuant to HSC section 1596.7925 about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to the appropriate local educational agency official for resolution.

A state preschool health and safety issues complaint pursuant to HSC section 1596.7925 may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If Section 48985 of the Education Code is otherwise applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue pursuant to HSC section 1596.7925 shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as he or she wishes.

When Filing All UCP Complaints

We will provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Marysville Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The complaint will be investigated and a written report with a Decision will be issued to the complainant by us within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This report will contain the following elements:

- i. The findings of fact based on the evidence gathered.
- ii. Conclusion of law.
- iii. Disposition of the complaint.
- iv. The rationale for such a disposition.
- v. Corrective actions, if any are warranted.
- vi. Notice of the complainant's right to appeal our Decision to the CDE.
- vii. Procedures to be followed for initiating an appeal to CDE.

The preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

UCP Complaint Investigation

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is:

Assistant Superintendent of Personnel Services
Marysville Joint Unified School District Personnel Department
1919 B Street
Marysville, CA 95901
(530) 749-6144
rcarreon@mjusd.com

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is knowledgeable about the laws and programs assigned to investigate.

The Marysville Joint Unified School District will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in EC Section 200 and 220 and Government Code (GC) Section section 11135, including any actual or perceived characteristics as set forth in Penal Code (PC) Section 422.55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

All complainants are protected from retaliation.

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

UCP Complaint Resolution

If Marysville Joint Unified School District finds merit in a complaint regarding Pupil Fees; Local Control and Accountability Plan (LCAP); and/or Physical Education Instructional Minutes (grades one through eight), the remedy shall to go all affected pupils and parents/guardians.

If we find merit in a complaint regarding Reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

We shall report summarized data on the nature and resolution of all state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

We are aware that all complaints and responses are public records.

UCP Complaint Appeal Process

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

A complainant may appeal our Decision of a UCP complaint to the State Superintendent of Public Instruction (SSPI) or his or her designee at the CDE (here and after known as SSPI)

regarding all specified federal and state educational programs subject to the UCP.

To appeal our Decision of all UCP complaints except State Preschool Health and Safety Issues the complainant must file a written appeal within 15 days of receiving the Decision to the SSPI.

To appeal our Decision of State Preschool Health and Safety Issues only the complainant must file a written appeal within 30 days of receiving the Decision to the SSPI.

This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.

In addition the appeal shall be sent to CDE with:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint to our board at a regularly scheduled hearing.

The SSPI shall comply with the requirements of 5 CCR section 4633 and shall provide an Investigation Report to the State Board of Education describing the basis for the complaint, our response to the state preschool health and safety issues complaint and its remedy or proposed remedy.

Legal Reference:

20 United States Code (U.S.C.) section 6301 et seq.

34 Code of Federal Regulations(CFR) sections 299.11

California Education Code (EC) sections 200, 220, 222, 234.1-234.5, 262.3, 8235.5, 8200-8493; 8500-8538, 32280-32289; 33315;, 35186, 46015, 47606-47606.5, 47607.3, 48645.5, 48645.7, 48853, 48853.5, 48985, 49010-49013, 49069.5, 51210, 51223, 51225.1, 51225.2,

51228.1-51228.3, 52060-52075, 52300-52462, 52500-52616.4, 54440-54445, 64001, 65000.

California Government Code (GC) sections 11135, 17581.6(f).

California Penal Code (PC) section 422.55.

California Welfare and Institutions Code (WIC) sections 300

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: April 22, 2008

revised: May 13, 2014

revised: July 28, 2015

revised: June 26, 2018
revised: July 16, 2019
revised: August 13, 2019
revised: January 14, 2020

Marysville Joint USD

NEW

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
(cf. 5146 - Married/Pregnant/Parenting Students)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
(cf. 6200 - Adult Education)
3. After School Education and Safety programs (Education Code 8482-8484.65)
(cf. 5148.2 - Before/After School Programs)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
6. Child care and development programs (Education Code 8200-8498)
(cf. 5148 - Child Care and Development)
7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
(cf. 6142.7 - Physical Education and Activity)
16. Student fees (Education Code 49010-49013)
(cf. 3260 - Fees and Charges)
17. Reasonable accommodations to a lactating student (Education Code 222)
18. Regional occupational centers and programs (Education Code 52300-52334.7)
(cf. 6178.2 - Regional Occupational Center/Program)
19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
(cf. 0420 - School Plans/Site Councils)
20. School safety plans (Education Code 32280-32289)
(cf. 0450 - Comprehensive Safety Plan)
21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
(cf. 0420 - School Plans/Site Councils)
22. State preschool programs (Education Code 8235-8239.1)
(cf. 5148.3 - Preschool/Early Childhood Education)
23. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)
24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve

any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

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

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program

shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

5. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

7. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:
 49069.5 Records of foster youth
 49490-49590 Child nutrition programs
 49701 Interstate Compact on Educational Opportunity for Military Children
 51210 Courses of study grades 1-6
 51222 Physical education, secondary schools
 51223 Physical education, elementary schools
 51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements
 51226-51226.1 Career technical education
 51228.1-51228.3 Course periods without educational content
 52059.5 Statewide system of support
 52060-52077 Local control and accountability plan, especially:
 52075 Complaint for lack of compliance with local control and accountability plan requirements
 52300-52462 Career technical education
 52500-52616.24 Adult schools
 54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 59000-59300 Special schools and centers
 64000-64001 Consolidated application process; school plan for student achievement
 65000-65001 School site councils
 GOVERNMENT CODE
 11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment and Housing Act
 HEALTH AND SAFETY CODE
 1596.792 California Child Day Care Act; general provisions and definitions
 1596.7925 California Child Day Care Act; health and safety regulations
 PENAL CODE
 422.55 Hate crime; definition
 422.6 Interference with constitutional right or privilege
 CODE OF REGULATIONS, TITLE 2
 11023 Harassment and discrimination prevention and correction
 CODE OF REGULATIONS, TITLE 5
 3200-3205 Special education compliance complaints
 4600-4670 Uniform complaint procedures
 4680-4687 Williams uniform complaint procedures
 4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
 900-4965 Nondiscrimination in elementary and secondary education programs
 15580-15584 Child nutrition programs complaint procedures
 UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Uniform Complaint Procedure 2020-21 Program Instrument

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/opepd/sppo>

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

U.S. Department of Justice: <http://www.justice.gov>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: April 22, 2008

revised: May 13, 2014

revised: July 28, 2015

revised: June 26, 2018

revised: July 16, 2019

revised: August 13, 2019

revised: January 14, 2020

revised: *(2/23/21 board agenda)*

Marysville Joint USD

Administrative Regulation

Uniform Complaint Procedures

AR 1312.3

Community Relations

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

Assitant Superintendent/Personnel Services
(title or position)
Personnel Service Dept.
(unit or office)
1919 B Street, Marysville, CA 95901
(address)
(530) 749.6144
(telephone number)
rcarreon@mjuds.com
(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the

complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint must be filed no later than one year from the date the alleged violation occurred
4. A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)
7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)
8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that the complainant has a right to appeal the district's investigation report to CDE for programs within the scope of the UCP by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

3. A UCP complaint shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

5. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

6. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information.

The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5

CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.

OPTION 2:

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's investigation report, and, in the same

manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law
3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the investigation report shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all

affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report
3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the

appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5; 5 CCR 4690)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5; 5 CCR 4690)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

approved: March 11, 2008 Marysville, California

revised: April 8, 2008

revised: May 13, 2014

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integrated into BP: January 14, 2020

revised: *(2/23/21 board agenda)*

Marysville Joint USD

Exhibit

Uniform Complaint Procedures

E 1312.3

Community Relations

Exhibit 1

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

Exhibit 2

PRESCHOOL COMPLAINT FORM:
UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

☐ The preschool does not have outdoor shade that is safe and in good repair.

☐ Drinking water is not accessible and/or readily available throughout the day.

☐ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

☐ Restroom facilities are not available only for preschoolers and kindergartners.

☐ The preschool program does not provide visual supervision of children at all times.

___ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

___ Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

Please file this complaint at the following location:

(preschool administrator or designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

Exhibit MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
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