

Literacy Action Plan Template and Rubric Overview

OVERVIEW *(Required)*

- Current Site/LEA ELA/ELD Instructional Plan

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- 1.2 Root Cause Analysis
- 1.3 Needs Assessment

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- 2.1 Goals and Actions
- 2.2 Metrics to Measure Progress
- 2.3 Expenditures Consistent with Categories 1–4 (see below)

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Section 3: CATEGORIES 1–4 (One or more of the following categories required. Must meet criteria OR provide rationale for not including in plan.)

Category 1: Access to High-Quality Literacy Teaching

- 3.1a Support Personnel
- 3.1b Development of Strategies
- 3.1c Evidence-based Professional Development on Literacy Instruction, Achievement, and Use of Data
- 3.1d Professional Development on the Implementation of the English Language Arts/English Language Development (ELA/ELD) Framework

Category 2: Support for Literacy Learning

- 3.2a Literacy Curriculum and Instructional Materials
- 3.2b Diagnostic Assessment Instruments

Category 3: Pupil Supports

- 3.3a Expanded Learning Programs
- 3.3b Extended School Day
- 3.3c Culture and Climate
- 3.3d Research-Based Social-Emotional Learning (SEL)
- 3.3e Expanded Access to the School Library

Category 4: Family and Community Supports

- 3.4a Trauma-Informed Practices and Support
- 3.4b Mental Health Resources
- 3.4c Multi-Tiered Systems of Support (MTSS) and Response to Intervention
- 3.4d Literacy Training and Education for Parents
- 3.4e Parent and Community Engagement

**Early Literacy Support Block Grant
LITERACY ACTION PLAN TEMPLATE**

Statute: <https://www.cde.ca.gov/pd/ps/elsbgrantsb98.asp>

LEA/District: Marysville Joint Unified School District

LEA/District Contact/Project Director: Amy Stratton

Site(s): Cedar Lane Elementary 58 72736 6056659

Site Administrator(s): Monica Reyna (VP) and Rebecca Evers (principal starting July 2021)

Early Literacy Team Member	Role (include title and/or grade level)
Kathy Lefever	TK teacher
Lynn Crist	Kindergarten teacher
Jennifer Bradford	1 st Grade teacher
Melissa Murray	2 nd Grade teacher
Dr. Teresa Cowan-Fayter	3 rd Grade teacher
Maria Soto	Kindergarten teacher

Add additional rows as needed.

LITERACY ACTION PLAN TEMPLATE

OVERVIEW OF CURRENT SITE/LEA ELA/ELD INSTRUCTIONAL PLAN (Required) (Insert additional rows as needed.)				
Tier	Area/Skill	ELA/ELD Instructional Materials	Literacy Assessments	
Tier 1: Core, Universal Supports	Foundational Skills	Program 2 Reading Wonders, McGraw Hill	Embedded curriculum assessments	
	Language Comprehension	Program 2 Reading Wonders, McGraw Hill	Embedded curriculum assessments	
	English Language Development	Program 2 Reading Wonders, McGraw Hill	Embedded curriculum assessments	
Tier 2: Targeted, Supplemental Supports	Intervention	WonderWorks (in limited classrooms)	Embedded curriculum assessments	
		Wonder sounds and letters		
Tier 3: Intensive, Individualized Supports		Reading Wonders		
		Heggerty Phonemic Awareness Program		
		Teachers Pay Teachers		

2021-2022 class schedules.docx Link to Grades TK/K-3 Master Instructional Schedule.

SECTION 1: PLANNING PHASE (Required)			
Criteria and Descriptors for Planning Phase	Narrative explanation of planning phase process and procedures	Name artifact(s) and include link(s) to evidence	
1.1 STAKEHOLDER ENGAGEMENT The local educational agency shall consult with stakeholders, including school staff, school leaders, parents, and community members, at each eligible school about the root cause analysis and needs assessment and proposed expenditures of the grant funds. The local educational agency may use an existing school site council established pursuant to Section 65000 of the Education Code for this purpose. If the school site council is used for this purpose, the school shall provide public notice of meetings and shall conduct meetings in the manner required by Section 35147 of the Education Code.	In January of 2021, the English Literacy Support Block Grant (ELSB) team began meeting once a week and started the process of collecting and analyzing data to uncover a root cause that affects Cedar Lane's early literacy success, especially for students in grades TK through 3rd grade. On April 19, 2021 the terms of the grant, the data collected and the skeleton action plan were discussed during the school's monthly staff meeting. The Cedar Lane staff had a few questions about the grant and what it would mean for the school. The teachers also wanted to know if the action plan would affect our daily instruction and in what ways, how the grant money was allocated and what the parent involvement would look like. These questions were answered to the best of our knowledge given the grant process was only two-thirds of the way completed. The Site Council was notified on March 22, 2021. The Site Council had a few questions regarding the funding and who makes the decisions for how the money is spent. The English Learners Advisory Committee (ELAC) was notified on May 7, 2021. Very few parents were in attendance but the President took down the information. The ELAC team was thankful for the parent involvement component because it has been requested to increase parent involvement at Cedar Lane Elementary School.	Attached are the questions from the parents about the literacy grant Questions From Parents About Literacy Grant Attached is the agenda for the staff meeting where the literacy grant was discussed Staff meeting 4-19- Cedar Lane.pdf Attached is the agenda for ELAC where the literacy grant was discussed AGENDA FOR ELAC MEETING 5-7 Attached is the link for zoom meeting for ELAC zoom 0.mp4	
1.2 ROOT CAUSE ANALYSIS The root cause analysis and needs assessment shall examine both school-level and local educational agency-level practices or unmet needs, including those relating to school climate, social-emotional learning, and the	In January of 2021, the ELSB grant team began meeting once a week and started the process of collecting and analyzing data to uncover a root cause that affects Cedar Lane's early literacy success especially for students in grades TK through 3rd grade. Cedar Lane Elementary has adopted and is currently using Reading Wonders which is a resource rich core program. Through the data collection process and	Attached is the root cause analysis Root Cause - Cedar Lane Attached is the data from the Mid-year dibels assessments for TK-3rd grade that was collected in April for the purpose of the Literacy Plan Dibels Data - Cedar Lane.pdf	

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experience of pupils who are below grade-level standard on the English language arts content standards adopted by the State Board of Education and their families, that have contributed to low pupil outcomes for pupils in grade 3 on the consortium summative assessment in English language arts. The root cause analysis and needs assessment shall identify the strengths and weaknesses of both the eligible school and the local educational agency with regard to literacy instruction in kindergarten and grades 1 to 3, inclusive. The local educational agency shall review all relevant diagnostic measures, including, but not limited to, pupil performance data, data on effective and ineffective practices, and equity and performance gaps.	the weekly discussion groups, the team uncovered several key practices that could be affecting our Cedar Lane students' inability to read successfully at grade level year after year. The first item we noticed was the grade level teams were inconsistent with their assessments, assessment practices, and lack of program knowledge implementation. We most notably stated that many of our Cedar Lane students cannot decode, struggle with Word Recognition as identified in Scarborough's Rope, vocabulary knowledge, and too many of our students begin the First and Second grades without knowing all their letters and sounds. For the first time, we administered the midyear Dibels assessments to 25 students in each grade level, Kindergarten through Third. As a result, the team was able to identify several strategic areas of concern: Cedar Lane students struggle with automaticity when naming the letters and sound identification, recognizing high frequency words with automaticity and uncovering the meaning of vocabulary words in context.	Attached are 2 of the zoom meetings that were recorded where we discussed the grant and worked on the root cause analysis <u>Zoom</u> Attached is a summary of the attendance of the Literacy Team for the entire process of the grant. This includes scheduled meetings with Sacramento County Office of Education (SCOE) and outside meetings with just the team attendance of teachers for the <u>ELSB grant</u>.
1.3 NEEDS ASSESSMENT The root cause analysis and needs assessment shall examine both school-level and local educational agency-level practices or unmet needs, including those relating to school climate, social-emotional learning, and the experience of pupils who are below grade-level standard on the English language arts content standards adopted by the State Board of Education and their families, that have contributed to low pupil outcomes for pupils in grade 3 on the consortium summative assessment in English language arts. The root cause analysis and needs assessment shall identify the strengths and	Based on the Early Literacy Block Grant team's data collection and root cause analysis, a needs assessment plan was devised for Cedar Lane Elementary. The team concluded that Cedar Lane students underperformed in foundational skills, specifically Letter Naming, Phonemic Segmentation, Nonsense Word and Word Reading Fluency. In support of this goal, our needs assessment determined that we will purchase supplemental WonderWorks intervention, professional development in the use of Supplemental WonderWorks and the Reading Wonders, as well as professional development from the Consortium on Reading Excellence (CORE). The team also uncovered Cedar Lane students underperformed in vocabulary development. Furthermore, it was discussed that teachers lacked implementation instruction of the Reading Wonders vocabulary cards embedded in the program. Teachers will receive professional development in the use of the vocabulary cards allowing the teachers to create vocabulary lists and assessments for each grade level through the process of vertically	Attached is the needs assessment <u>Needs Assessment - Cedar Lane</u> Attached is a copy of the student dibels data that was collected in April for the purpose of the Literacy Plan <u>Dibels Data - Cedar Lane.pdf</u> Attached is a summary of the attendance of the Literacy Team for the entire process of the grant. This includes scheduled meetings with Sacramento County Office of Education (SCOE) and outside meetings with just the team attendance of teachers for the <u>ELSB grant</u>.

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weaknesses of both the eligible school and the local educational agency with regard to literacy instruction in kindergarten and grades 1 to 3, inclusive. The local educational agency shall review all relevant diagnostic measures, including, but not limited to, pupil performance data, data on effective and ineffective practices, and equity and performance gaps.	and horizontally aligning the Reading Wonders vocabulary. As stated in the root cause analysis, the team immediately noticed a discrepancy in assessment practices at Cedar Lane. There was not a uniform and consistent assessment practice among grade levels and Cedar Lane did not have a universal screener to assess students' literacy skills. In support of goal number three, we will use Dibels mClass to assess, record and group students according to their current knowledge in foundational skills. Through the process of analyzing data and examining our current resources, the team agreed that our current Reading Wonders curriculum with the addition of supplemental WonderWorks is a strength and resource abundant.
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SECTION 2: LITERACY ACTION PLAN COMPONENTS (Required)				
2.1 Literacy Goal "Big Picture"	2.1 Rationale "Why you chose the goal"	2.1 Evidence "Artifacts that back up the rationale and support why you chose the goal"	2.1 Action Item(s) "Specific, timebound actions that describe how the literacy instructional program will be improved"	2.2 Metrics "How you will measure progress on actions (implementation) and/or growth (student data) and how often"
Focus of improvement centered on TK/K-3 literacy instruction • Site/LEA practices or issues • Evidence-based rigorous goal	Connect to stakeholder engagement, root cause analysis, and needs assessment evident in identified goals.	Include links to supporting evidence.	• Align action items to the goal • Design to impact literacy outcomes • Write as SMART goal	Articulate plan that includes: • Tool/Metric • Intervals • Monitoring and adjusting
Example: Provide explicit, systematic phonics instruction	Root cause analysis and needs assessment revealed incoherent delivery of phonics instruction, materials used, and low student performance across the grades.	Screening data shows low student performance. [Insert Link] Link to needs assessment and root cause analysis provided	• By August 2021 (Year 2), purchase SIPPS for year 2 implementation By October 2021, initial training for all K-3 and support staff, and provide monthly follow up sessions • By the first month of school, groups formed based on placement data	• PD Plan • Invoices • Placement assessment data • SIPPS Mastery test data • Classroom implementation observation data

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Example: Provide explicit, academic vocabulary instruction.	Example: Root cause analysis and needs assessment revealed inconsistent delivery of academic vocabulary instruction.	Example: Screening data revealed low student scores in vocabulary across K-3. [Insert Link] Link to needs assessment and root cause analysis	Example: - By August 2022 (Year 3), purchase Academic Vocabulary Toolkit - By October 2022, initial training for all K-3 teachers and support staff, with monthly follow-up sessions	Example: - PD Plan - Invoices - iReady diagnostic data - Curriculum-embedded formative assessment data (core curriculum and Academic Vocabulary Toolkit) - ELPAC data
Provide explicit, systematic phonics instruction.	Our root cause analysis and needs assessments revealed inconsistent instructional practices to achieve automaticity in foundational reading skills.	Screening data using Dibels revealed low student scores in Letter Naming Fluency, Phonemic Segmentation Fluency, Nonsense Word Fluency, and Word Reading Fluency. Attached is a link to the <u>Root Cause - Cedar Lane</u>, and our needs assessment <u>Needs Assessment - Cedar Lane</u>. Attached is the data from our Dibels assessments <u>Dibels Data - Cedar Lane.pdf</u>.	We will improve students' automaticity in Letter Naming, Nonsense Word, and Phonemic Segmentation Fluency in grades TK-3rd by utilizing professional development to build teachers' understanding in instructional practices in Wonders and supplemental WonderWorks to build students' fluency as measured by our Dibels assessment calendar, data collection forms, professional development calendar, and coaching schedule by June 2022.	- Coaching schedule with CORE - Professional Development Calendar - Assessment Calendar - Pre-Post survey of teachers - Pre-Post survey questions.docx
Provide explicit, academic vocabulary instruction.	Our root cause analysis and needs assessments revealed inconsistent delivery of academic vocabulary instruction in grades TK-3rd.	Screening data using Dibels revealed low student scores in vocabulary knowledge.	We will increase student vocabulary knowledge and rigor in grades TK-3rd by utilizing professional development in building teachers' understanding of vocabulary instruction in Reading	- Professional development calendar - Vertical/Horizontal alignment documents - Assessment Calendar

		Attached is a link to the <u>Root Cause - Cedar Lane</u>, and our needs assessment <u>Needs Assessment - Cedar Lane</u>. Attached is the data from our Dibels assessments <u>Dibels Data - Cedar Lane.pdf</u>.	Wonders and supplemental WonderWorks as measured by the vertical and horizontal alignment and vocabulary charts and vocabulary assessments in supplemental Reading WondersWorks by June 2023.	• <u>Pre-Post survey of teachers</u> • <u>Pre-Post survey questions.docx</u>
Use a reliable and valid assessment tool.	Our root cause analysis and needs assessments revealed a need to provide a consistent, reliable, and valid assessment tool that goes across the grade levels.	Through the root cause analysis process, it was apparent that all grade levels, and within the same grade levels, do not use the same assessment tool. Historically, the data gathered from the teachers was not generated from a consistent, common assessment tool. Attached is a link to the <u>Root Cause - Cedar Lane</u>, and our needs assessment <u>Needs Assessment - Cedar Lane</u>. Attached is a copy of the results of the free dibels assessment tool that was administered for the purpose of gathering data for the grant <u>Dibels Data - Cedar Lane.pdf</u>.	We will improve our assessment practices in TK-3rd grades by developing an assessment calendar and implementing and learning how to administer Dibels by using mClass for data collection and analysis as measured by our assessments calendar, data analysis conferences, and grade-level collaboration meetings by June 2022.	• Assessment calendar • Data analysis conferences plan with teachers • <u>Pre-Post survey of teachers</u> • <u>Pre-Post survey questions.docx</u>
2.3 Expenditures Consistent with Categories Budget - Cedar Lane - Marysville Joint Unified School District.xlsx				

SECTION 3: CATEGORIES 1-4 (One or more of the following categories required.)

Category 1: ACCESS to HIGH-QUALITY LITERACY TEACHING (Must meet criteria OR provide rationale for not including in plan.)

Category 1 Descriptors	Action Item(s) Specific, timebound actions describe how literacy instruction will be improved.	Evidence Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	Explanation/Rationale The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)
3.1a SUPPORT PERSONNEL Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.	Example (action item): By September 2021, hire a literacy coach to work with students in grades K-3, focusing specifically on foundational reading skills using the SPPS curriculum.	Example (action item): As seen in our screening data [Insert Link], our root cause analysis [Insert Link], and our needs assessment [Insert Link], increased student access to targeted, evidence-based foundational reading skills instruction is an urgent need. Attached is our job description for the hiring of our literacy coach [Insert Link].	Example (action item): A majority of our K-3 students are testing below proficiency in phonemic awareness and phonics according to our screening data. We need to become more targeted in our instructional groupings of students so that they can be placed in differentiated groups based on ongoing formative assessment data. A literacy coach will be utilized to coach teachers.
No action for hiring Literacy Coaches and EL Facilitators.	No action for hiring Literacy Coaches and EL Facilitators.	Marysville JUSD will be providing a Literacy Coach and EL Facilitators to all school sites through the Local Control and Accountability Plan (LCAP). Attached is the 2021 LCAP. Information regarding Literacy Coaches can be found on page 29. Information regarding EL Facilitators can be found on page 28. <u>2021 Local Control and Accountability Plan</u> <u>DRAFT</u> <u>Marysville Joint Unified School District 20210518.pdf</u>	Although the students at Cedar Lane are testing below proficiency, Marysville JUSD sees the need district wide. All school sites will receive a Literacy Coach and EL facilitator provided for the first time through the Local Control and Accountability Plan (LCAP) starting the 2021-2022 school year. During the needs assessment work, this appears to be addressed by the district.

	Support of Goals 1 and 2: By August 2021, hire two additional para educators to support classroom instruction and intervention.	Cedar Lane provides paraeducators daily to grades TK-2. Grade 3-6 does not have the same level of access as TK-2. Attached is the duty statement of a paraeducator and job description Para Educator Duty Statement.doc ; Para Educator Job Description.docx Attached is the job description for the Literacy Coach Literacy Coach Job Description.pdf. Attached is the budget showing the resources to hire two additional paraeducators Budget - Cedar Lane - Marysville Joint Unified School District.xlsx .	Currently, TK-2nd grade has two para educators in the classroom for one hour a day. Third grade does not have the same level of support. The additional two paraeducators will provide 3rd grade with the same support as grades TK-2. The additional time in the paraeducators day will be used for intensive intervention across the grades as needed.
3.1b DEVELOPMENT OF STRATEGIES Development of strategies to provide culturally responsive curriculum and instruction.	Example (rationale): No action	Example (rationale): [Insert Link] Link to the school's state approved core curriculum website. Or [Insert Link] Link to needs assessment indicating not a priority	Example (rationale): Our school is currently implementing a state-approved core curriculum that includes culturally responsive curriculum and instruction. We have been focused on improving and deepening our implementation of the curriculum. During the needs assessment work, this appeared as an area of strength. Therefore, we are not including it in this action plan.
No action	Cedar Lane has access to a state approved core ELA/ELD curriculum. Attached is a copy of the original purchase order showing what curriculum is in the classrooms Purchase order for Wonders curriculum.pdf.	Our school is currently implementing a state-approved core curriculum that includes culturally responsive curriculum and instruction. We have been focused on improving and deepening our implementation of the curriculum. During the needs assessment work, this appeared as an area of strength. Therefore, we are not including it in this action plan.	

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3.1c EVIDENCE-BASED PROFESSIONAL DEVELOPMENT ON LITERACY INSTRUCTION, ACHIEVEMENT, AND USE OF DATA Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and the use of data to help identify and support struggling pupils.	Support of Goals 1 and 2: By August 2021, we will hire the Consortium on Reaching Excellence in Education (CORE) to support teachers through coaching, pedagogy, development of consistent instructional practices and data analysis. Professional development will be provided by CORE in alignment with the professional development calendar for the length of the grant and will be revised annually.	As seen in our root cause analysis <u>Root Cause - Cedar Lane, and our needs assessment Needs Assessment - Cedar Lane, we will hire the services of Consortium on Reaching Excellence in Education (CORE) to provide professional development for our teachers, school leaders, and all other staff who support our TK-3rd grade students. We will contract with CORE throughout the grant.</u> Attached is the preliminary scope of work from CORE: <u>R21-031 Cedar Lane MJUSD ELSB - Prelim CLIENT.pdf</u> Attached is the link to the budget Budget - Cedar Lane - Marysville Joint Unified School District.xlsx.	Cedar Lane staff believes that CORE is able to provide our site with focused, research based, ongoing support and professional development to help us meet our needs in Goals 1 and 2. We will contract with CORE for 6 days in year 1, 6 days in year 2, and 4 days in year 3.
	Support of Goal 3: By August 2021, we will provide professional development in mClass Dibels for teachers, instructional aides, and school leaders. This action will occur each year by August for the length of the grant.	As seen in our root cause analysis <u>Root Cause - Cedar Lane, and our needs assessment Needs Assessment - Cedar Lane, we will purchase Dibels mClass for all TK-3rd grade students for three years as well as provide professional development in year one to support teachers, school leaders, and all other staff in data analysis. During year 2 and 3 of the grant, we will continue to provide professional development in mClass.</u> Attached is the quote for mClass Dibels with professional development <u>mClass Dibels - Cedar Lane.pdf</u>.	Cedar Lane does not have a consistent, common assessment tool that is used across the grade levels to monitor progress of students. The addition of Dibels mClass will allow teachers to have a common assessment, common practices, and provide a robust analysis suite for the purpose of monitoring and intervening with students.
	Support of Goal 3: By September 2021, a data analysis conference plan will be developed that includes the use of Marysville JUSD's student calendar of already established,	As seen in our root cause analysis <u>Root Cause - Cedar Lane, and our needs assessment Needs Assessment - Cedar Lane, teachers will need time to analyze the data from the Dibels assessments to form and plan intervention groups. Marysville JUSD</u>	Although Marysville JUSD provides time in the district calendar for district wide minimum days, the structure of the time and data used has not been consistent. By using a common assessment calendar, teachers will be able to focus the

	district wide minimum days and additional collaboration time defined by our assessment calendar to support data analysis.	already has district wide minimum days <u>2021-2022 adopted school calendar.pdf</u> that can be used in conjunction with our assessment calendar.	conversations on a specific topic for a specific outcome.
3.1d PROFESSIONAL DEVELOPMENT ON THE IMPLEMENTATION OF THE ENGLISH LANGUAGE ARTS/ ENGLISH LANGUAGE DEVELOPMENT FRAMEWORK Professional development for teachers and school leaders regarding implementation of the ELA/ELD Framework and the use of data to support effective instruction.	No action	Marysville JUSD will provide Literacy Coaches as part of the Local Control and Accountability Plan (LCAP). Attached is the job description for the Literacy Coach <u>Literacy Coach Job Description.pdf</u> Attached is the LCAP. Information regarding Literacy Coaches can be found on page 29 <u>2021 Local Control and Accountability Plan DRAFT</u> <u>Marysville Joint Unified School District 20210518.pdf</u>.	Teachers in Marysville JUSD have had training in the ELA/ELD framework. Any additional training or refreshers can be supported by the Literacy Coaches hired by Marysville JUSD through the Local Control and Accountability Plan (LCAP).

SECTION 3: CATEGORIES 1-4 (One or more of the following categories required.)

Category 2: SUPPORT for LITERACY LEARNING (Must meet criteria OR provide rationale for not including in plan.)

Category 2 Descriptors	Action Item(s) Specific, timebound actions describe how literacy instruction will be improved.	Evidence Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	Explanation/Rationale The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)
3.2a LITERACY CURRICULUM AND	Example (action item): By August 2021, purchase SIPPS curriculum	Example (action item): As seen in our screening data [Insert Link], our root	Example (action item): Through purchasing SIPPS to provide foundational

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INSTRUCTIONAL MATERIALS Purchase of literacy instructional materials aligned with the ELA content standards and the ELA/ELD framework, but only if the Literacy Action Plan also includes professional development for staff on effective use of these materials.	and provide initial and ongoing training of the curriculum throughout the implementation year. - By August 2021, develop monitoring plan to include data collection to assess implementation of professional learning plan as well as cycles of improvement. - By August 2021, develop communication plan that clearly outlines the goals and implementation as well as success of the professional learning plan.	cause analysis [Insert Link], and our needs assessment [Insert Link], a majority of our K–3 students are testing below proficiency in phonemic awareness and phonics. Attached is our professional learning plan [Insert Link] to support teachers, from initial training through ongoing support, of the SIPPS curriculum for Years 2 and 3. Included in the professional learning plan is the administrative support, monitoring, and communication that will support the implementation and ongoing use of SIPPS.	reading skills instruction for K–3 students, we will provide coherent, explicit, and systematic delivery of foundational skills across the grades. Utilizing the SIPPS curriculum will allow students to be placed in differentiated groups based on the ongoing SIPPS placement and mastery assessments. Initial training, ongoing professional learning, and administrative monitoring of the implementation of the new curriculum is necessary to ensure fidelity, consistency, or quality consistent implementation and transferability for students. Initial SIPPS training will be provided in the beginning of the academic school year, and ongoing training will be offered for the remainder of the two years of the grant.
	Example (action item): - By August 2022 (Year 3), purchase the Academic Vocabulary Toolkit curriculum and provide initial and ongoing training of the curriculum throughout the implementation year. - By the end of Year 2, May 2022, develop monitoring plan to include data collection to assess implementation of professional learning plan as well as cycles of improvement. - By the end of Year 2, May 2022, develop communication plan that clearly outlines the goals and implementation as well as success of the professional learning plan.	Example (action item): As seen in our screening data [Insert Link], our root cause analysis [Insert Link], and our needs assessment [Insert Link], a majority of our K–3 students are testing below proficiency in vocabulary, in addition to phonemic awareness and phonics. Attached is our professional learning plan [Insert Link] to support teachers, from initial training through ongoing support, of the Academic Toolkit curriculum for Year 3. Included in the professional learning plan is the administrative support, and monitoring, and communication that will support the implementation and ongoing use of the Academic Vocabulary Toolkit.	Example (action item): Through purchasing the Academic Vocabulary Toolkit to support our Tier 1 reading instruction for K–3 students, our school will become more intentional in targeting vocabulary acquisition for students. Utilizing the Academic Vocabulary Toolkit curriculum in Tier 1 instruction will allow students to receive additional vocabulary instruction which is necessary to support their core ELA/ELD curriculum. Initial training, ongoing professional learning, and administrative monitoring of the implementation of the new curriculum is necessary to ensure fidelity, consistency, or quality consistent implementation and transferability for students. Initial Academic Vocabulary Toolkit training will be provided in the beginning of the academic school year, and ongoing training will be offered for the remainder of the grant.

	Support of Goals 1 and 2: By September 2021, we will purchase supplemental WonderWorks curriculum and provide initial training by McGraw Hill. Ongoing training and support in effective instructional practices will be provided by Consortium on Reaching Excellence in Education (CORE) throughout the entire grant cycle. Services and action plan with CORE will be in place for the 2021-2022 school year no later than September 2021.	As seen in our screening data Dibels Data - Cedar Lane.pdf, our root cause analysis Root Cause - Cedar Lane, and our needs assessment Needs Assessment - Cedar Lane, a majority of our K-3 students are testing below proficiency in vocabulary, in addition to phonemic awareness, phonics and high frequency words. Attached is the quote for the curriculum for supplemental WonderWorks WonderWork quotes - Cedar Lane.xls which includes professional development. The student consumables will be purchased each year Budget - Cedar Lane - Marysville Joint Unified School District.xlsx . Ongoing support will be provided by Consortium on Reaching Excellence in Education (Core) R21-031 Cedar Lane MJUSD ELSB - Prelim CLIENT.pdf for 3 years.	Through purchasing the supplemental WonderWorks, instruction will become more intentional in foundational skills and vocabulary instruction. Utilizing the supplemental WonderWorks intervention curriculum, instruction will allow students to receive additional decoding and vocabulary instruction which is necessary to support their core ELA/ELD curriculum. Initial training, ongoing professional learning, and administrative monitoring of the implementation of the new supplemental curriculum is necessary to ensure fidelity and transferability for students. Initial professional development for supplemental WonderWorks will be provided in the beginning of the academic school year (2021) by the publisher, and ongoing training will be offered from CORE for the remainder of the grant.
3.2b DIAGNOSTIC ASSESSMENT INSTRUMENTS Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments.	Example (rationale): No action	Example (rationale): [Insert Link] Link to district expectations/resources of evidence-based diagnostic assessments. Or, [Insert Link] link to needs assessment indicating not a priority.	Example (rationale): Our district already provides and collects data from evidence-based diagnostic assessments. Our district already provided training regarding the use of the assessments.
	Support of Goal 3: By August 2021, the purchase of mClass Dibels will be purchased from Amplify. This purchase will give teachers access to the 8th edition of Dibels as well as the initial screener and all of the online data analysis software and instructional support. This three year purchase of the mClass platform will support teachers with data analysis and intervention	As seen in our root cause analysis Root Cause - Cedar Lane, and our needs assessment Needs Assessment - Cedar Lane, we do not have a consistent, common and reliable tool to screen or assess our students' progress towards reading. Attached is the quote for mClass Dibels with professional development mClass Dibels - Cedar Lane.pdf.	Our teachers need a consistent, common and reliable tool to use to measure student progress. We need an evidence-based, diagnostic assessment along with professional development in using the tool. Each year, teachers will be provided additional training in the use of mClass to help ensure fidelity and consistency each year.

	strategies. Additional funding will be allocated each year of the grant for additional professional development from Dibels mClass (Amplify).	Attached is the link to the budget showing a commitment to Professional development from Dibels mClass for the length of the grant. Link in the budget Budget - Cedar Lane - Marysville Joint Unified School District.xlsx .	
	Support of Goal 3: By August 2021, Cedar Lane will create an assessment calendar.	As seen in our root cause analysis Root Cause - Cedar Lane, and our needs assessment Needs Assessment - Cedar Lane, we do not have a consistent, common assessment plan. By the start of the school year, an assessment calendar will be created outlining all of the expected assessments during the school year.	Our teachers need a consistent, common assessment plan. By having an assessment calendar, teachers can plan their data analysis and intervention groups more efficiently.

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SECTION 3: CATEGORIES 1-4 (One or more of the following categories required.)

Category 3: PUPIL SUPPORTS (Must meet criteria OR provide rationale for not including in plan.)

Category 3 Descriptors	Action Item(s) Specific, timebound actions describe how literacy instruction will be improved.	Evidence Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	Explanation/Rationale The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)
3.3a EXPANDED LEARNING PROGRAMS Expanded learning programs, such as before- and after-school programs or summer school, to	Example (action item): By September 2021, hire a literacy coach to work with students in grades K-3, focusing specifically on foundational reading skills using the SIPPS curriculum.	Example (action item): As seen in our screening data [Insert Link], our root cause analysis [Insert Link], and our needs assessment [Insert Link], increased student access to targeted, evidence-based foundational reading skills instruction is an urgent need.	Example (action item): A majority of our K-3 students are testing below proficiency in phonemic awareness and phonics according to our screening data. We need to become more targeted in our instructional groupings of students so that they can be placed in

improve pupils' access to literacy instruction.		Attached is our job description for the hiring of our literacy coach <i>[Insert Link]</i>.	<i>differentiated groups based on ongoing formative assessment data. A literacy coach will be utilized to coach teachers.</i>
3.3b EXTENDED SCHOOL DAY Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction.	Example (rationale): No action	Example (rationale): <i>[Insert Link]</i> Link to the school's state approved core curriculum website. Or <i>[Insert Link]</i>, link to needs assessment indicating not a priority.	Example (rationale): Our school is currently implementing a state-approved core curriculum that includes culturally responsive curriculum and instruction. We have been focused on improving and deepening our implementation of the curriculum. During the needs assessment work, this appeared as an area of strength. Therefore, we are not including it in this action plan.
Support Goal 1 and 2: By August 2021, Cedar Lane will establish and publish a calendar of days that the school library will be available after school for parents and students to access grade level books.	The staff of Cedar Lane feels that students need access to the school library outside of the school day. This will allow families to engage with their students in reading. Although Marysville JUSD provides some support for library access, this support does not extend beyond the school day.	Our school is providing extended library hours for our families to engage in early literacy activities at home. A calendar of extended library hours will be published and distributed at the beginning of the 2021 school year.	We do not need to create an action item for expanded learning because our school is currently implementing expanded learning programs for the summer with a district wide implementation. In addition, Marysville JUSD has surveyed the stakeholders for expanded learning opportunities during the 2021-2022 school year which are still being finalized for services beyond summer school 2021. During the needs assessment work, this appeared to be an area being addressed by the district.

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		Attached is a link to the district LCAP. Information regarding Literacy technicians can be found on page 14.	
		Attached is the link to the budget Budget - Cedar Lane - Marysville Joint Unified School District.xlsx.	
3.3c CULTURE AND CLIMATE Strategies to improve school climate, pupil connectedness, attendance and to reduce exclusionary discipline practices, including in-school suspensions that may limit a pupil's time in school.	No action	Marysville JUSD provides support to all school sites for attendance clerks, Positive Behavioral Interventions and Supports (PBIS) / Multi-Tiered System of Supports (MTSS), school counselors, EL Facilitators, and Family Liaisons in the district through the Local Control and Accountability Plan (LCAP). Attached is the link to the LCAP. Information regarding attendance clerks/A2A program can be found on page 33. Information on Positive Behavioral Interventions and Supports (PBIS) / Multi-Tiered System of Supports (MTSS) support can be found on page 19. Information on Parent Liaisons can be found on page 33. Information on EL Facilitators can be found on page 28 <u>2021 Local Control and Accountability Plan DRAFT</u> <u>Marysville Joint Unified School District 20210518.pdf</u>. Attached is the job posting for additional elementary school counselors <u>ELEMENTARY COUNSELORS (2) MJUSD Multi Sites.pdf</u>. Attached is the link to the job description for Family Liaison <u>Family Liaison job description - MJUSD.pdf</u>.	We do not need to create an action item around culture and climate because our school is currently providing attendance clerks, and student support services district wide. In addition, we are implementing a new Social Emotional Learning (SEL) curriculum school wide starting the 2021-2022 school year. During the needs assessment work, this appeared to be already addressed. Therefore, we are not including it in this action plan.

3.3d RESEARCH-BASED SEL Strategies to implement research-based, social-emotional learning approaches, including restorative justice.	No action	Attached is the link to the job description for the EL Facilitator EL_facilitator_job_description.pdf Marysville JUSD will provide Social Emotional Learning (SEL) for the entire district from the Local Control and Accountability Plan (LCAP). Attached is the 2021-2022 LCAP showing the intent to purchase Social Emotional Learning (SEL) curriculum district wide. Information can be found on page 22. 2021 Local Control and Accountability Plan DRAFT Marysville Joint Unified School District 20210518.pdf Attached is the job posting for additional elementary school counselors ELEMENTARY COUNSELORS (2) MJUSD Multi Sites.pdf.	We do not need to create an action item around Social Emotional Learning (SEL) practices because Marysville JUSD will provide our school with a Social Emotional Learning (SEL) curriculum and training. In addition, Marysville JUSD provides Positive Behavioral Interventions and Supports (PBIS) district wide. During the needs assessment work, this appeared to be already addressed. Therefore, we are not including it in this action plan.
3.3e EXPANDED ACCESS Expanded access to the school library.	Support Goal 1 and 2: By August 2021, we will be expanding the hours of the school library to include after school hours. By August 2021, a budget will be given to the library to purchase new books to expand the library in reading materials appropriate for TK-3rd grade students.	The staff of Cedar Lane feels that students need access to the school library outside of the school day. This will allow families to engage with their students in reading. Attached is the budget showing the addition of \$1000 each year for three years to increase the books in the library Budget - Cedar Lane - Marysville Joint Unified School District.xlsx .	Our school currently opens the school library during school hours. The library clerk is a 3.5 hour position. Over the course of the three year grant, we will provide access by offering after school hours where families and students can visit the library for books. Also, the current inventory is not as robust with new books as we would like to see. The library will be given \$1000 each year for three years to purchase additional books targeted for grades TK-3rd grade.

SECTION 3: CATEGORIES 1-4 (One or more of the following categories required.)

Category 4: FAMILY AND COMMUNITY SUPPORTS (Must meet criteria OR provide rationale for not including in plan.)				
Category 4 Descriptors	Action Item(s) Specific, timebound actions describe how literacy instruction will be improved.	Evidence Connection to stakeholder engagement, root cause analysis, and needs assessment evident in identified metrics.	Explanation/Rationale The plan includes strategies (effective practices), milestones (implementation indicators), actions (steps to the milestone), outputs (produced in completing actions), and a timeline (for completion of actions and meeting of milestones.)	
3.4a TRAUMA-INFORMED PRACTICES Development of trauma-informed practices and supports for pupils and families.	Example (action item): - By December 2021, provide initial training for staff on identifying signs of trauma, as well as trauma-informed supports, specifically de-escalation and restorative practices, to support student literacy instruction. Monthly follow-up training will be provided. - By May 2022, collaboratively design and develop a system to capture student voice to raise staff awareness and inform supports available to pupils as well as families.	Example (action item): As seen in our root cause analysis [Insert Link], and our needs assessment [Insert Link], a significant percentage of students in our district are experiencing homelessness or are in foster homes where they have experienced trauma. Therefore, trauma-informed practices and supports are priorities. Attached is the plan for developing, implementing, supporting, and monitoring trauma-informed practices and supports for the next two years [Insert Link].	Example (action item): Development of strategies and implementation of evidence-based supports, including training for teachers and staff on the importance of adult-student connections, de-escalation strategies, and restorative practices in order to ensure positive classroom cultures in each classroom to support high impact literacy instruction. Through supporting teachers' creation of trauma-informed positive classroom environments at our school, student literacy learning is enhanced by reducing students' affective filters and removing barriers to learning associated with trauma.	
	No action	Cedar Lane staff does not see a need to go beyond the support already offered by Marysville JUSD.	Attached is the 2021-2022 LCAP. Information on school counselors can be found on page 19. Information on Positive Behavioral Interventions and Supports (PBIS) / Multi-Tiered System of Supports (MTSS) can be found on page 19. Information on Social Emotional Learning (SEL) curriculum can be found on page 22.	We do not need an action item around the provision of trauma-informed practices and support for students because Marysville JUSD provides school counselor services to all district schools. Next year, each school will implement a new Social Emotional Learning (SEL) curriculum. During the needs assessment work, this appeared to be already addressed. Therefore, we are not including it in this action plan.
		2021 Local Control and Accountability Plan		

3.4b MENTAL HEALTH RESOURCES Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction.		DRAFT Marysville Joint Unified School District 20210518.pdf.	
	Example (rationale): No action	Example (rationale): [Insert Link] Link to school budget/SPSA/LCAP that indicates allocated funds for mental health resources. Or [Insert Link], link to needs assessment indicating not a priority.	Example (rationale): We do not need to create an action item around the provision of mental health resources because these supports are already provided through our school and district.
	No Action	Cedar Lane does not need to expand the school day for the purpose of mental health. Marysville JUSD is committed to provide elementary school counselors as part of the district services. Attached is the 2021-2022 LCAP. Information on school counselors can be found on page 19. 2021 Local Control and Accountability Plan. DRAFT Marysville Joint Unified School District 20210518.pdf Attached is a copy of the 2020-2021 expenditure report showing how much Marysville JUSD spent during the 2020-2021 school year on elementary school counselors districtwide. The Local Control and Accountability Plan (LCAP) shows how Marysville JUSD is expanding the services and adding additional counselors for the 2021-2022 school year. 2020-2021 expenditure report for school counselors districtwide.pdf. Attached is the job listing for hiring two additional	We do not need to create an action item around the provision of mental health resources because these supports are already provided through our school and district.

3.4c MULTI-TIERED SYSTEMS OF SUPPORT AND RESPONSE TO INTERVENTION Strategies to implement multi-tiered systems of support (MTSS) and the response to intervention (Rti) approach.	Support of Goals 1 and 2: By August 2021 we will purchase supplemental WonderWorks Intervention to support the Reading Wonders core curriculum. This program will help define and provide a structured intervention program to complement the core program. We will purchase Dibels mClass as a tool for data analysis. This tool will help teachers make decisions as to what interventions students need. Cedar Lane will hire two additional paraeducators to provide additional support during intervention time.	elementary school counselors for the 2021-2022 <u>ELEMENTARY COUNSELORS (2) MJUSD Multi Sites.pdf</u> .	In order to avoid confusion and curriculum inconsistency, we believe that our students need intervention tied to the core program. To build capacity and sustainability, professional development and coaching will be provided during the year from both McGraw Hill and Consortium on Reaching Excellence in Education (CORE). Moreover, additional paraeducators will be hired so that all grades TK-3rd have the same level of support. In addition, this will also allow for more intensive intervention if needed.
3.4d LITERACY TRAINING AND EDUCATION FOR PARENTS Development of literacy training and education for	Support of Goal 1: By Fall of 2021, we will provide an 8 week program, for up to 50 parents. The program is provided by the Parent Institute for Quality Education (PIQE). The	As seen in our root cause analysis <u>Root Cause - Cedar Lane</u> , and our needs assessment <u>Needs Assessment - Cedar Lane</u> , we determined that there is a need to provide training and education to parents.	Our school serves students from a low socioeconomic community; Cedar Lane has a 91.5% free and reduced lunch status. We believe parents need support in assisting their children in reading literacy skills. Through the PIQE institutes, parents

parents to help develop a supportive literacy environment in the home.	institute will provide parents with reading strategies and activities to enhance parent engagement with their children. This program will be offered each year of the grant.	Attached is the link to the program description Family Literacy P-3 Objectives Table - CA English 2019.pdf / Attached is the MOU for PIQE 7. Memo of Understanding (MOU) - Copy - Cedar Lane.docx	can learn the importance of incorporating literacy development in their child's daily routine.
3.4e PARENT AND COMMUNITY ENGAGEMENT Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils' literacy needs.	Support of Goals 1 and 2: By June 2022, we will provide three literacy nights for parents and students.	As seen in our root cause analysis Root Cause - Cedar Lane , and our needs assessment Needs Assessment - Cedar Lane , we determined that there is a need to provide education to parents. Attached are three flyers with dates for the family literacy nights scheduled for the 2021-2022 school year Family Literacy Night - Cedar Lane.pdf .	Our parents need support and strategies in assisting their children as well as connecting to the school personnel. These literacy nights will help build relationships as well as support our parents to academically engage with their children.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/25

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2021-22

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2021-22 contracts to the Marysville Joint Unified School District for approval to provide preschool services and to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2021-22 school year.

INCOME:

CSPP-1676	12-6105-0- - -8590- -9210	\$2,501,623.00
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CPKS-1111	12-6052-0- - -8590- -9218	\$ 5,000.00
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TOTAL REVENUE		\$2,506,623.00
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EXPENDITURES:

12- -0- - -1000- -
12- -0- - -2000- -
12- -0- - -3000- -
12- -0- - -4000- -
12- -0- - -5000- -
12- -0- - -6000- -
12- -0- - -7000- -

TOTAL EXPENDITURES		\$2,506,623.00
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PASSED AND ADOPTED THIS 22nd DAY OF JUNE 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mr. Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021CONTRACT NUMBER: CPKS-1111PROGRAM TYPE: PREKINDERGARTEN AND
FAMILY LITERACY PROGPROJECT NUMBER: 58-7273-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022.

The total amount payable pursuant to this Agreement shall not exceed \$5,000.00.

During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Mr. Gary Cena, Superintendent			
TITLE Contract Manager		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-7273				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30, 10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 127		DATE			

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Marysville Joint Unified School District	941-63-0816
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Mr. Gary Cena, Superintendent	
Date Executed	Executed in the County of
	Yuba County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

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2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
Marysville Joint Unified School District

2. Federal ID Number:
941-63-0816

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
Mr. Gary Cena, Superintendent

5. Date Executed:

6. Executed in the County and State of:
Yuba County, CA



CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1676

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 58-7273-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,501,623.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 50,183.0
Operation (MDO) Requirement 175

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Mr. Gary Cena, Superintendent			
TITLE Contract Manager		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,501,623	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7273				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,501,623	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER 133		DATE			

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Marysville Joint Unified School District	941-63-0816
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Mr. Gary Cena, Superintendent	
Date Executed	Executed in the County of
	Yuba County

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Marysville Joint Unified School District

2. Federal ID Number:

941-63-0816

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Mr. Gary Cena, Superintendent

5. Date Executed:

6. Executed in the County and State of:

Yuba County, CA

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/26

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAS BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2021-22

WHEREAS, The California Department of Social Services, has submitted the 2021-22 contract to the Marysville Joint Unified School District for approval to provide child care services.

NOW, THEREFORE, BE IT RESOLVED, that the District approves the following contract and adopt the income and expenditure accounts budgeted for the 2021-22 school year.

INCOME:

CCTR-1316	12-5025-0- - -8290- -9201	\$ 56,267.00
	12-5025-0- - -8290- -9201	\$ 25,865.00
	12-6105-0- - -8590- -9201	\$154,768.00

TOTAL REVENUE	\$236,900.00
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EXPENDITURES:

12- -0- - -1000- -
12- -0- - -2000- -
12- -0- - -3000- -
12- -0- - -4000- -
12- -0- - -5000- -
12- -0- - -6000- -
12- -0- - -7000- -

TOTAL EXPENDITURES	\$236,900.00
--------------------	--------------

PASSED AND ADOPTED THIS 22nd DAY OF JUNE 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mr. Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1316

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$236,900.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 4,782.0
Operation (MDO) Requirement 236

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition>.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING Mr. Gary Cena, Superintendent	
TITLE Manager or Agent for CDSS		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 236,900	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 236,900	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE 140	

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1316

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 56,267	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7273	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 56,267	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,865	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7273	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,865	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 154,768	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 154,768	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 141	DATE	

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Marysville Joint Unified School District		<i>Federal ID Number</i> 941-63-0816
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mr. Gary Cena, Superintendent		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba County	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i> 941-63-0816
<i>Proposer/Bidder Firm Name (Printed)</i> Marysville Joint Unified School District		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Mr. Gary Cena, Superintendent		
<i>Date Executed</i>	<i>Executed in the County and State of</i> Yuba County, CA	

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1919 B Street

Marysville, Yuba County

CA, 95901

Check [] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Marysville Joint Unified School District	CONTRACT # CCTR-1316
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Mr. Gary Cena, Superintendent	
SIGNATURE	DATE

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