



ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Tracy Andrew		
Client:	Maryville Joint Unified School District		
Assignment Start Date:	8/26/2020*	Assignment End Date:	6/30/2021
Position:	Tele-SLP		
Hours per Week:	37.5		
Bill Rate per Hour	\$ 92.00	<i>Bill Rate is all-inclusive</i>	
Technology Fee:	\$ 0		

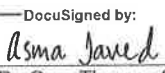
One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

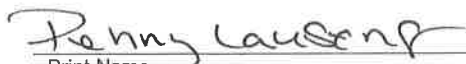
Miscellaneous: *tentative 8/26 start if credentialing is complete

Maryville Joint Unified School District

PROCARE THERAPY, LLC

 8-27-20
Client Representative Signature Date

DocuSigned by:  8/20/2020
ProCare Therapy Signature Date


Print Name

Asma Javed
Print Name

Asst. Spt. of Business Services
Title

Account Executive
Title

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Business Services Department
Approval: 
Date: 8-27-20



ADDENDUM B Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Maryville Joint Unified School District

PROCARE THERAPY, LLC

Penny Lausong 8-27-20
Client Representative Signature Date

DocuSigned by:
Asma Javed 8/20/2020
ProCare Therapy Signature Date

Penny Lausong
Print Name

Asma Javed
Print Name

Asst. Supt. of Business Services
Title

Account Executive
Title

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ADDENDUM C Duties and Responsibilities

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

Maryville Joint Unified School District

PROCARE THERAPY, LLC

Penny Lauseng 8-27-20
Client Representative Signature Date

DocuSigned by:
Asma Javed 8/20/2020
ProCare Therapy Signature Date

Penny Lauseng
Print Name

Asma Javed
Print Name

Assi. Spt. of Business Services
Title

Account Executive
Title



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Handwritten initials, possibly "P.L.", in black ink.

Please initial

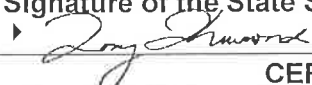
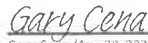
Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Handwritten initials, possibly "P.L.", in black ink.

Please initial

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				20	14968	72736	00
Attention Amber Watson				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code		Yuba
Telephone 530-749-6178				5370	8220		INDEX
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$23,562.00		\$23,562.00	0	7-1-20	9-30-20	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
Dear Superintendent Cena: I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) within 10 days to: Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901							
California Department of Education Contact Sauncerae Gans				Job Title Analyst			
E-mail Address sgans@cde.ca.gov					Telephone 916-323-6775		
Signature of the State Superintendent of Public Instruction or Designee 					Date August 11, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Gary Cena				Title Superintendent			
E-mail Address gcena@mjusd.com					Telephone 5307496102		
Signature  Gary Cena (Aug 28, 2020 11:34 PDT)					Date 8-28-2020		

Marysville Joint Unified School District

Resolution 2020-21/07

**RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS
EDUCATION CODE SECTION 60119**

WHEREAS, the Board of Trustees of the Marysville Joint Unified School District held a public hearing on September 22, 2020, at 5:30 PM in order to comply with the requirements of *Education Code* Section 60119, which is on or before the 8th week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours; and

WHEREAS, the Board of Trustees provided at least a ten (10) day notice of the public hearing posted in at least three (3) public places within the district that stated the time, place, and purpose of the hearing; and

WHEREAS, the Board of Trustees encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the Board of Trustees at the public meeting detailed to the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district; and

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the attached addendum; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive; and

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NOW, THEREFORE, BE IT RESOLVED that for the 2020-21 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

THE FOREGOING RESOLUTION was passed and adopted at its regular meeting of the Board of Trustees of the Marysville Joint Unified School District on September 22, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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**Marysville Joint Unified School District
Current Core Programs**

Reading/Language Arts/English Language Development TK-6

McGraw Hill, World of Wonders, ©2015, Gr. TK, 4/26/2016

McGraw Hill, Wonders, ©2015, Gr. K-6, 4/26/2016

Intervention: Reading/Language Arts/English Language Development K-6

McGraw Hill, Reading Wonderworks, ©2015, RSP Gr. K-6, 4/26/2016

McGraw Hill, FLEX, ©2015, SDC Gr. 3-5, 4/26/2016

Reading/Language Arts/English Language Development 7-8

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 7-8, 5/9/2017

Reading/Language Arts/English Language Development 9-12

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 9-12, 5/9/2017

Worth Publishers, Hollywood Goes to High School, (Film as Literature, English 12) ©2005, 6/23/2015

Intervention: Reading/Language Arts/English Language Development 6-8

Voyager Sopris Learning, Language Live, ©2018, 5/28/2019

Intervention: Reading/Language Arts/English Language Development 9-12

Pearson, Inspire Literacy, iLit45, ©2018, 5/28/2019

Savvas (formerly known as Pearson), Inspire Literacy, iLit ELL, 6/16/2020

Advanced Placement Reading/Language Arts/English Language Development 9-12

Bedford- St. Martin's, Literature & Composition, AP, ©2011, 6/23/2015

Bedford- St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, AP, ©2014, 7/28/2015

Bedford- St. Martin's, 50 Essays: A Portable Anthology, AP, ©2011, 9/10/2013

History/Social Science K-8

McGraw Hill, Impact California Social Studies, ©2019, Gr. K-5, 5/14/2019

Pearson Scott Foresman and Prentice Hall: California History-Social Science: myWorld Interactive, ©2019, Gr. 6-8, 5/22/2019

History/Social Science 9-12

World History: Pearson World History, The Modern World, ©2016, Gr. 9-12, 5/22/2018

US History: Pearson United States History, The Twentieth Century, ©2016, Gr. 9-12, 5/22/2018

Economics: Pearson Economics, Principles in Action, ©2016, Gr. 9-12, 5/22/2018

Civics: Pearson Magruder's American Government, ©2016, Gr. 9-12, 5/22/2018

Advanced Placement History/Social Science 9-12

Longman-Pearson, Government in America: People, Politics and Policy, 15th Edition AP Edition, ©2011, 2/3/2016

McGraw Hill, American History: Connecting with the Past- AP, 15th Edition, ©2015, 6/23/2015

McGraw Hill, The Science of Psychology, AP, ©2014, 6/23/2015

Prentice Hall, Government in America, People, Politics, and Policy, 5th Edition, AP, ©2006, 9/12/2006

Worth Publishers, Krugman's Macroeconomics for AP, ©2015, 2/23/2016

Mathematics K-8

Houghton Mifflin Harcourt, Go Math, ©2014, Gr. K-8, 5/27/2014

Mathematics 9-12

Addison Wesley, Pre-Calculus, 10/14/2003

Integrated Mathematics I, II, III: Big Ideas Learning, LLC, ©2016, 5/22/2018

Pearson Pre-calculus: Graphical, Numerical, Algebraic, Common Core, 9th edition, ©2015, 7/19/2016

Prentice Hall, Calculus, ©2003, 10/14/2003

Advanced Placement Mathematics 9-12

Pearson, Calculus: Graphical, Numerical, Algebraic AP Edition, AP Calculus, ©2015, 11/17/2015

Science K-8

Savvas (formerly known as Pearson), California Elevate Science, ©2020, Gr. K-8, 6/16/2020

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Science 9-12

Houghton Mifflin Harcourt, California Science Dimensions: The Living Earth, Gr. 9-12, ©2020, 6/16/2020
 Houghton Mifflin Harcourt, California Science Dimensions: Chemistry in the Earth's Systems, Gr. 9-12, ©2020, 6/16/2020
 Houghton Mifflin Harcourt, California Science Dimensions: Physics in the Universe, Gr. 9-12, ©2020, 6/16/2020
 Addison Wesley, The Cosmic Perspective, Plus Mastering Astronomy with, eText 7th Edition, Dual Enrollment YC, Introduction to Astronomy, ©2013, 1/26/2016
 Cengage Learning, Agriscience Fundamentals and Applications, 5th Edition, ©2009, 2/24/2015
 Course Technology, 6th edition, New Perspectives HTML and CCS, Dual Enrollment YC, Computer Science, Begging Web Publishing, ©2011, 1/26/2016
 Delmar-Cengage Learning, Managing Our Natural Resources, 5th Edition, ©2009, 9/9/2014
 Delmar-Cengage Learning, Florticulture: Designing & Merchandising, ©2011, 2/24/2015
 Delmar-Cengage Learning, The Science of Agriculture: A Biological Approach, ©2012, 5/10/2016
 Holt, Rhinehart and Winston, Environmental Science, ©1996, 4/13/2004
 Pacemaker, Physical Science (Alternative Ed Only), ©2005, 5/23/2006
 Pearson Learning Solutions, Engineering, Dual Enrollment YC, Engineering 10, ©2013, 10/27/2015
 Pearson, On Cooking: A Textbook of Culinary Fundamentals, 5th Edition, ©2015, 6/23/2015
 Pearson, Technology Skills for Success, ©2014, 7/28/2015
 Pearson: Prentice Hall Interstate, Livestock & Companion Animals, ©2004, 2/24/2015
 Delmar-Cengage Learning, Soil Science & Management, 6th Edition, ©2014, 6/27/2017

Advanced Placement Science 9-12

Savvas (formerly Pearson) Environment the Science Behind the Stories, ©2021, 7/21/2020
 Brooks/Cole Cengage Learning, Zumdahl, AP Chemistry, 9th Edition, ©2014, 8/13/2013
 Pearson, AP Edition, Campbell, Biology in Focus, AP, ©2014, 6/25/2013

World Language 9-12

EMC Publishing, Somos Asis 2, 3, and 4, ©1994, 5/13/2014, 5/17/1994
 Holt McDougal, ¡Avancemos! Spanish Course 1, 2, ©2013, 5/13/2014, 6/23/2015
 Holt McDougal, ¡Avancemos! Spanish Course 3, ©2010, 5/13/2014, 9/13/2016
 Holt McDougal, ¡Avancemos! Spanish Course 4, ©2013, 5/13/2014, 1/23/2018
 Pearson, Abriendo Paso Temas y Lecturas/Gramatica, ©2013/14, 1/23/2018

Advanced Placement Foreign Language 9-12

Vista Higher Learning, TEMAS: AP Spanish Language and Culture, AP, ©2014, 2/23/2016

Electives 9-12

Delmar-Cengage Learning, Soil Science and Management, 6th Edition, ©2014, (CTE) 6/27/2017
 Pearson Learning Solutions, Technology Skills for Success, Dual Enrollment YC, Computer Literacy, ©2014, 7/28/2015
 Pearson, On Cooking, Dual Enrollment YC, Culinary Art I, Culinary Art 2, ©2015, 6/23/2017
 Thompson, Introduction to Sports Medicine Taping and Bracing, ©2004, 10/22/2013
 Thompson Delmar Learning, Introduction to Medical Terminology, 1st Edition, ©2004, 4/18/2014
 Wadsworth Cengage Learning, Beginning Essentials Early Childhood Education, 2nd Edition, ©2013, 11/12/2013
 Cengage Learning, Beginning Essentials in Early Childhood Education, 3rd Edition, ©2016, 9/24/2019
 Evolve Publishing, Modern Dental Assisting, 12th Edition, ©2018, 6/16/2020
 McGraw Hill, Theatrical Design and Production: An Introduction to Scene Design, ©2018, 5/26/2020
 Broadway Press, The Backstage Handbook: An Illustrated Almanac of Technical Information, ©1994, 5/26/2020
 Allworth Press, Technical Theater for Nontechnical People, 3rd Edition, ©2016, 6/26/2020
 Delmar-Cengage Learning, The Art of Floral Design, ©2013, 7/17/2018

Health 7-8

Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for Middle School, ©2018, 11/14/2017

Health 9-12

Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for High School, ©2018, 11/14/2017
 Globe Fearon Pearson Learning Group, Health, Pacemaker, ©2005, 3/12/2013
 Macmillan McGraw Hill, Glencoe, Health and Guide to Wellness, ©1994, 5/3/1994
 Pearson, Health: The Basics, 13th Edition, ©2018, 1/23/2018

Online Curriculum

Edmentum, 8/11/2020



Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrncntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Marysville Joint Unified School District	Gary Cena Superintendent	gcena@mjUSD.com (530) 749-6102

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The history of the Marysville area is as rich as the history of its citizens. The history of Marysville goes back to the California Gold Rush. The gold rush that brought people in droves to the fertile agricultural lands of the North Valley epitomizes the rich cultural history of the people we now serve. Marysville Joint Unified School District (MJUSD), was founded in the late 1800s and unified in 1966. The district serves an area that runs 75 miles from north to south, serving approximately 10,000 students ranging from preschool through grade 12. The COVID-19 pandemic has highlighted the diverse needs of our student population. While this rich history exists, the community struggles financially, with limited industry to produce local jobs as well as rural areas where the internet is limited or non-existent. During COVID-19, the local economy has struggled, especially concerning school closures. Many local workers have jobs that do not support work-at-home environments, which lead to difficulty in providing at-home educational structures. Even with the obstacles listed, surveys reveal a shift from 20% preference for distance learning to four weeks later, approximately 60% prefer distance learning. This increase is most likely attributed to the increase of COVID-19 numbers reported in the Yuba-Sutter area. Yuba County is currently on the California watch list and unable to physically open schools. As allowable, the district will seek waivers for in-person instruction to help mitigate the inequities created for special populations by the COVID-19 school closures.

Currently, MJUSD has 1,400 employees dedicated to the improvement of learning outcomes for all students. Nearly 485 teachers are in classrooms at various educational facilities, which include fourteen elementary schools, three intermediate schools, two comprehensive high schools, one dependent charter school, and two alternative schools. The teachers have worked diligently since March to pivot our educational practices and find ways to maintain and utilize classified staff to provide education during these difficult times. The district has

minimized layoffs, preserved the school learning continuity in preparation to reopen in-person classroom and to provide maximum services to our students. Twenty-two of the twenty-three schools are Title I sites and have a transient population with educational gaps. The district landscape is diverse; our valley schools range from 500 to 1,400 students per site, the foothill locations range from 36 to 200 students. There are currently six small foothill locations that are subject to limited availability of the internet for distance learning, which poses an additional issue with quality learning experiences that meet the requirements of Senate Bill 98. Both high schools are located in the valley but have hundreds of students that commute from the foothills by district bus, some travel over an hour away to attend school. These students experience connectivity issues, along with residential poverty challenges.

Below is the student ethnic demographic of the district:

43.7% Hispanic
36.0% White
3.6% African-American
0.4% Filipino
9.1% Asian
2.4% Native American
0.4% Pacific Islander
3.4% Multi Racial/Ethnicity
0.8% Not Reported

MJUSD serves just over 2,200 English Learner students, and 1,028 students redesignated to fluent English proficient students. After English, the two primary languages are Spanish (25.15%) and Hmong (5%). Along with the inherent language challenges, we have a sizeable migratory farming population and a wave of newcomers, with little to no English skills. 15.4% of our community are students with disabilities. Each level of students with disabilities face learning challenges, but the Special Day Class, Autistic, and Non-Public School students encounter unique situations. Some services are not effectively delivered through the internet. The district needs the ability to bring students on campus to receive one-on-one services and to meet the specific needs of each student.

In the 2020-21 school year, the district has identified the following areas of focus to ensure learning continuity and student attendance during the current COVID-19 pandemic.

1. Health and Safety of students and staff
2. Student Connectivity
3. Community connection
4. Student curriculum and online resources
5. Technology needs
6. Training and Professional Development.
7. SEL curriculum
8. School communities of learning and service
9. Strengthening English Learner systems of support

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

The stakeholder involvement process at MJUSD continues to evolve. The use of technology and digital communication platforms, coupled with the strategic parent, community, and school-level meetings have garnished an increased amount of input.

September - November 2019

During this phase, the district's newly appointed upper-level management began by looking at data sources over a longitudinal timeframe of the past five years. The data identified a list of strengths and weaknesses. Based on this data, planning occurred at the executive cabinet and management levels. The initial norming of new district leadership created an outline of the priorities of the district. These priorities were ranked purely on perceived needs. This process was then continued with the District Advisory Committee (DAC) meeting on October 24, 2019. This meeting identified existing and new priorities. Stakeholders had the ability to rank the priorities based on their personal lens. Stakeholders participated in a desktop activity that invited new items not previously addressed and added to the selection process of new goals for the upcoming 2020-2023 Local Control Accountability Plan (LCAP). Data were aggregated and then emailed to stakeholders to consider for the next DAC meeting on February 20, 2019.

December 2019 - March 2020

During this phase of stakeholder involvement additional groups were involved in the process. English Learner parent LCAP groups, DAC, LCAP committee (consisting of representation from all employee groups, community and board members) were all consulted and input from these groups was synthesized and responded to by the superintendent. In addition to the group meetings the district began a campaign to help the community gain a deeper understanding of the LCAP and expose the process to the community, by closing the communication gap. The Educational Services Department created an informative ten-minute LCAP video. This video includes a simplified explanation of funding, budget, and the data needs and goals of the district. The video slideshow is narrated, and presented in English and Spanish. Attached to the video presentation is a qualtrics based survey. This survey includes a description of current expenditures and costs for each goal and allows the stakeholders to explain the value of each item. Each goal invites a stakeholder narrative response for each specific item. The end of the survey includes the opportunity for general feedback. The survey also includes questions to the stakeholders asking if they felt their input was taken, used and valued. This question was added for a litmus test to show stakeholders' feelings about the district and the feedback they offered. The English survey generated over 500 responses, all stakeholder groups were represented in the results. The Spanish survey

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generated approximately 40 responses. The survey process was offered to English Learner parents and both the DAC and LCAP committees. Valuable feedback was gathered and reported back to stakeholders with the new LCAP goals.

April 2020 - July 2020

To facilitate and ensure student achievement, the district's priority is to focus on data and stakeholder input. In this final stage of input the district has conducted four surveys using the qualtrics survey platform related to staff and families. These surveys were used to garner perceptions on distance learning, services offered by the district, and other areas related to the COVID-19 pandemic. Synthesis of the gathered information led to the revision and creation of five goals for MJUSD.

1. Two board presentations regarding the reopening of schools which invited public comments that addressed the challenges faced by our stakeholders.
2. CARES Act funds survey of stakeholders and assimilation of feedback on the Learning Continuity and Attendance Plan.
3. Presentation of the initial plan through an informational video and open survey feedback in English and Spanish to allow access to all stakeholders to contribute to the process. The video and plan will be posted for one week prior to the public hearing at the first September school board meeting.
4. Incorporation of final feedback from hearing before presenting the plan for adoption at the second board meeting in September.
5. Adopt plan by the Governing Board on September 22, 2020.

[A description of the options provided for remote participation in public meetings and public hearings.]

There are multiple methods to participate in the LCAP process, both pre and post COVID-19. Post Covid-19, the district has continued to adapt to the new feedback process. The process includes the following:

- Simple video presentations with feedback comments linked to the dedicated LCAP email account.
- Open Zoom meetings with pre-registration for public comment.
- Survey through Qualtrics that allows parents to contribute comments and concerns for their specific needs.
- Conversations with staff and surveys to gather feedback.
- Posting of LCAP plan to the web to gain input for a week before the public board hearing.
- Feedback collected through the LCAP email address.
- Public Board hearing to receive feedback.
- Final board adoption of the LCAP plan.

[A summary of the feedback provided by specific stakeholder groups.]

A complete summary of the data and disaggregated breakdown is available at ([LINK TO QUALTRICS REPORT](#)).
Next survey for opening, last few surveys [LINK IN](#)

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

The Learning Continuity and Attendance Plan was greatly influenced by multiple factors based on feedback from stakeholders including labor and community groups. The greatest influence is stakeholder feedback. Structural changes addressed by the change to the Learning Continuity and Attendance Plan template. The district English Learner parent group emphasized the school-to-home connection, as well as the need for language classes for adults to aid in supporting their students in school. The district parent advisory group's main concerns include facility and social-emotional counseling services. The district-wide survey showed that our stakeholders greatly value the addition of counseling services, but desire to expand Career Technical Education and the Arts, such as music, in our schools.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

MJUSD has developed a plan that will allow movement through phases of distance learning to a traditional education based on the health and safety needs of the community as well as the learning needs of the students. Distance learning will be the base of student learning and teacher instruction, regardless of which phase the district is implementing. The main focus in preparation for the school year is towards technological adjustments that are required to support a hybrid learning model. The hybrid model assigns students to cohorts with distance learning three days a week. The hybrid model creates a paradigm that allows us to keep in-person and distance learners together as a school community. For the plan to meet social distancing guidelines, students are placed in cohorts to attend school two days a week, and distance learn three days a week. Until the return of traditional education, distance learning will remain a constant thread in the district's learning plan. Stakeholder input influenced and shaped the building of the cohort model, partnered with the results of surveys, conversations with staff and administrators, and current public health requirements. The creation of a Monday intervention collaboration time, as well as two consecutive teaching days per cohort, are the result of staff feedback. Creating an intervention time in the afternoon to address learning loss was a request of stakeholders that contributed to the process. Currently, Yuba County is on the California watch list, and the district is mandated to start the school year distance learning. The district's reopening plan is a system that includes schedules and structures of learning that persist across transitions. After the examination of classroom sizes, staffing, and, with substantial consideration of community feedback, the two-day hybrid model with distance learning was the model of choice. The plan focuses on student achievement and mitigates learning loss during these unprecedented times.

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Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
My-on student literacy addition to Renaissance	80,000	Yes
Passport addition to EMC	74,000	Yes
Illuminate student assessment and progress software	50,000	No

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

The district has developed a four-phase plan for reopening with students; the fourth phase returns the district to a non-distanced education. For the 2020-21 school year, the district expects to reach phase three. MJUSD recognizes the best manner for instruction is in-person. Distance instruction is a new source of teaching, but with training and support, it will be successful. As our system shifts to this pedagogical model, the primary concerns are addressing the digital curriculum and instruction side and maintaining community and student engagement. Students with structural systems and intrinsic motivation, qualities associated with independent learners will be a focus of resources and efforts along with the shifts of curriculum delivery. The district strives to implement a continuity of learning by practicing the following:

1. Keep its school communities together, which includes both students and staff.
2. Recognize the diverse COVID-19 needs of the community and serve students in all four phases with awareness for each school site's socio-cultural environment.
3. Train and support site staff the digital components that are aligned and coupled with our existing curriculum to maintain the same level of academic instruction.
4. Maintain the same schedule throughout each phase to ensure continuity to our families and their educational home environments.
5. Partner and support our students and parents to nurture a positive learning experience.
6. Reopening Plan that allows schools to reopen as confidence builds in health and safety protocols for families and staff.

7. Implement an intelligent remediation component to support and mitigate learning loss back to pre-COVID-19 learning levels.
8. Assure that our plan allows flexibility for families as we move between phases as directed by the county health official.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

The district recognizes supply chain logistics and continued distance learning. The process of acquiring technology began in March 2020. The district has increased Chromebook assets to 1:1. All students have access to a district-issued Chromebook with reserves available for replacement due to loss or damage and new students enrolled in the district. Each campus will maintain a reserve to support smooth transitions between the blended learning model phases. The district has some unique challenges that are not addressed by the state directives. Currently, the district has 750 hot spots available to low-income families through T-Mobile. Roughly 500 students do not have internet service possible to their homes in our upper foothills. The rural foothill locations pose difficulty in serving under a distance learning format. We continue to work with small local satellite services to attempt to bring connectivity to as many of these homes as possible. However, installation timelines make this a slow process for every family that accepts service. In the short term, we are also working with AT&T, Verizon, and two other local providers to map and connect as many families as possible. We are also addressing the lack of connectivity due to poverty in the rest of the district. For students experiencing internet difficulties, weekly updates to Chromebooks are available. Weekly updates will enable each student to remain current in the Google Classroom system. Due to Yuba County listed on the state's watch list, we cannot utilize the weekly visit to the school for instructional purposes, but this time allotment will allow an exchange of work between the teacher and student. Each foothill student has access to two thumb drives that will be updated with course work to enable the student to engage in distance learning without internet access.

Chromebooks are cost-effective, but lack drive space for teacher recorded videos and lessons. Once the satellite service gap is closed, the speed of the internet will remain an obstacle for the video-heavy curriculums. The thumb drives will allow teachers during collaboration time to record videos and resources to deliver to students every week. The thumb drives will be exchanged, sterilized, and returned weekly with new files to students. USB thumb drive replicators were acquired that allow the six foothill schools to replicate thumb drives for up to 39 students at a time. Thus, significantly reducing inefficiency and allowing teachers to focus on student learning needs. Connectivity is one of the most substantial issues faced by MJUSD for both socio-economic and geographical reasons.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Pupil Progress

Each core curriculum contains a digital component to support the teacher evaluation of student work based on standards-aligned progress and time spent on each task. District Chromebooks are supported by Go-Guardian software that allows staff to measure the academic time engagement for each course, allowing teachers to evaluate the student's needs and assists with intervention. The assessment and progress of each student will enable the district to maintain a solid partnership with the families and students to ensure engagement and understanding of the academic program. To further connect student engagement, the district is utilizing a single user sign-on system, Clever, for all academic curriculum and a unified parent portal grading system, AERIES. This single-user platform will allow parents to monitor

student progress in real-time. The district also adopted a single user platform, Google sites/Classrooms, to create a uniform system that is simple for parents with students at multiple locations to understand. Hybrid and Distance learning schedules are the same; this will assure that the minimum synchronous academic minutes for students. Additional enrichment and intervention times are available, teachers and other school staff can assist students, or support family members to ensure academic progress. The system is monitored through (See pupil engagement and outreach)

Pupil Participation

The district recognizes the need to diversify the metrics associated with measuring student attendance and academic progress. This measurement will include time equivalents for production of work, attendance in live synchronous activities, and monitoring supplemental support time. For analysis of time participation, teachers will look at assigned workload and visible time on work completed for the provided digital curriculums through Go-Guardian and other platforms to assure a proper deliverance of paced standards. Daily attendance of each class and live synchronous check-in. Each week work related attendance and task completion will be updated by the teacher to reflect accurate attendance and participation. Consistent interaction will ensure the weekly role of the teacher reviewing and assuring the students have met the required minutes of assigned work. Percentages of student participation will assist the intervention and support process managed by school and district officials to ensure all students thrive and succeed. Continuing Professional Learning Communities (PLC) will support the essential standards of the core curriculum and will allow the delivery of educating our students.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

The district offers a robust training program for teachers. After the conclusion of the 2019-2020 school year, the district provided two professional development days for teachers (12 hours) based around the conversion to unified platforms and provided assistance in the creation and adaptation of teaching to the Google platform. Training for district adopted curriculums digital components provided baseline training for staff. To address the varied levels of skills MJUSD Educational Services Department and Technology sifted through the wealth of resources to determine trainings provided by CTA and other external agencies providing training that would support the district teacher needs. The District offered nine more full professional development days in August, to provide a window for teachers to complete an additional 12 hours of training. Training included all topics offered in June, as well as added curriculum training based on the newly adopted digital materials requested from our teachers through the local teacher's association.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

The district values academic communities and strives to keep working together. Throughout all four phases the teachers will work with all of site students. Students that choose to stay with the distance learning model regardless of the phase the district is operating, the student will remain with the teacher and cohort of peers in which they began the school year. This requires a shift in the delivery for teachers. Paraeducator roles will be similar in distance learning, they will now digitally support learning. Training will require a robust training program. Site administrative roles will move in distance learning from focusing on student behavior to student attendance.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

The district has added support systems to meet the unique needs of our students. First, an English Learner Program Specialist and four English Learner Development teachers have been hired to improve the intervention and support of our English Learner students. In addition, program five curriculum that could be effectively used to help us monitor engagement and student progress (ILIT) has been added to the curricular offerings. Full translation services are available and each site has parent liaisons to support teachers based on the prevalent second languages of our community (Spanish and Hmong).

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Chromebooks, portable devices, required technology additions	3,000,000	Yes
Hotspots and connectivity (t-Mobile)	200,000	Yes
Hotspots and connectivity (Other cellular)	300,000	Yes
Hotspots and connectivity (Satellite service providers)	250,000	Yes
K-8 science adoption for current and digital curriculum	1,000,000	No
Addition of Edmentum to Continuation/Alternative programs	30,000	Yes
9-12 science adoption for current and digital curriculum	250,000	No
Technology infrastructure (access points, servers)	500,000	No

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Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Much of the pupil learning loss plan is incorporated with how our distance learning program is structured. The important factors in remediation of learning loss are identifying where it occurred and developing a plan for filling the gaps. This problem is conflated in the fact that 60 -70% of district learners were already below standard prior to COVID 19. The first and most effective tool in the remediation of loss is the quality and qualifications/training of our district teaching staff. The addition of diagnostic programs such as Renaissance, Edmentum (exact path) and My-on assist us in intervention.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Built into the strategies of the district teaching staff we have allotted specific time for intervention and remediation of learning loss into our schedule. On top of providing above the minimum academic minutes per grade, MJUSD has allotted an hour in the afternoon for teachers to work with the students that they have identified through district integrated assessment tools. Teachers will group students based on varied needs. Special populations such as English Learner and students with disabilities, as well as students with less than ideal home academic environments.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

By using longitudinal data from the newly added assessment tools, MJUSD students will be monitored for academic progress. Internal assessments through illuminate, Edmentum (exact path), Renaissance, and standards based curriculum assessment will be monitored for progress. Anticipating overlap between students not making progress and those not engaging, district and site level interventions that are outlined in our re-engagement practices address working with students and families to assure the level of rigor required for independent learners to advance.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Lexia (K-2) reading literacy programming	57,000	Yes

Description	Total Funds	Contributing
Master schedule with dedicated learning loss intervention time each afternoon	0	Yes
ILIT(Internet based Literacy program 5 approve ELD intervention)	84,000	Yes
Edmentum exact(Math and ELA diagnostic and adaptive prescription remediation tool)	75,000	Yes

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

The district staff is committed to monitoring and supporting the mental health and social-emotional well-being of pupils and staff during the school year. Engagement and relationships are critical through all models of school reopening plans, and we acknowledge that each learning model can provide various challenges for students. The Counseling department will communicate with parents and teachers through district-wide telephone messages, emails, and texts on how to access resources from home. Counselors have developed social-emotional electronic “check-in” for students to gather data about students’ needs and to drive intervention plans. Embedded in the schedule is a social-emotional learning time that every student accesses daily. Weekly lessons on coping, resiliency, time management, study skills, and self-regulation have been developed and will be provided to classes weekly. To offer more tools for coping and problem-solving, teachers and counselors will play videos from “Toolbox” for students. Students who do not have access to technology will have access to a thumb drive that contains the resources for social-emotional learning. Secondary counselors have created virtual office times for student engagement and the opportunity for in-person check-in and postings of information and resources.

Various outreach and connection activities will be conducted by counselors, psychologists, and mental health clinicians to keep students motivated and engaged through virtual meetings. Through our partnership with community stakeholders, we will continue to attend bi-weekly multi-agency meetings to ensure students access the resources available to them.

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Professional Development will include social-emotional curriculum training, suicide prevention training, as well as secondary trauma training for teachers. Counselors and school psychologists will also provide consultation to teachers regarding various opportunities they can keep students motivated and engaged in academic learning. Finally, the counseling department will invest in updating the social-emotional curriculum for K-12 students that can be accessed in person or virtually so students can engage in all models of instruction.

Pupil Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

How will the district conduct outreach to students and parents/guardians when students are not engaged or are absent?

- o Teachers will take attendance at the end of the day for elementary schools and every period in secondary schools. Teachers will only mark ONE of TWO ABSENT code: A=Distance learning not engaged, or D=Tardy over 30 minutes. The other attendance codes would come from the attendance clerks/secretaries who are verifying the absence with the parent and teacher. Excused absences will NOT generate a SARB letter.
- o Before the start of school, 175 letters were sent to students on July 20, 2020, on SARB contracts from last year. This letter informed families of Distance Learning for the start of school and to contact their child's school or SARB office for help navigating through Distance Learning. (See attached)
- o School Messenger call to parents regarding absences on Mondays after teachers are able to rectify attendance for work completed.
- o Phone call home, email or text message to parents or staff from school staff
- o Attendance Clerk/secretary will give a list of absent students to support staff to call. Documentation in Aeries regarding contact.
- o Attendance staff ONLY will change the absent code in Aeries.
- o Attendance codes used in Aeries will allow us to separate the reasons why a student was not engaged, i.e., technical issues, illness, student refusing to work, etc.

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The attendance codes will help us in determining which support staff will reach out to the family to get the student involved. Outreach may include the school nurse, school counselor, technology department, special education teacher, foster youth liaison, etc.

o Attendance staff will generate a list of students who can't be reached by phone, etc. due to wrong information in Aeries. ALL contacts on the list will receive a call first. If there is no contact, a home visit will be requested.

o A request for a home visit comes from the office staff. This list will include; child name, parent name, address, and the number of days missed. School administrators, School Resource Officers, Probation Officers, and District Attendance Office will make home visits. All home visits will be entered into Interventions in Aeries.

o SARB letters regarding Distance Learning are mailed to the parent's home after three unexcused absences.

o After six unexcused absences, a parent conference at the school site with a school administrator. A school site attendance contract will be signed at that time.

o After three more unexcused absences, the family is referred to SARB intervention.

ATTENDANCE CODES USED BY TEACHERS:

- A=DLUNV-Distance Learning Not Engaged (Unsure why the student is not engaged. Unexcused)
- D=TARDY OVER 30 MINUTES UNEXCUSED

ATTENDANCE CODES USED BY OFFICE STAFF ONLY TO CLEAR ABSENCES:

- G=DLEXC--Distance Learning Non-Engaged -Excused (any absence excused that WOULD NOT include technical issues or illness. They have their own codes).
- C=DLCUT--Student refusing to engage in Distance Learning (Unexcused absence)
- Q=DLTECH--Technical Issues (EXCUSED absence). After 10% of missed days on technical issues, students may have to use paper/pencil or a hotspot; otherwise, it turns to unexcused.
- Y=DLSICK--Student is too ill to log on (EXCUSED Absence) Will require a doctor's note after 10% of the total days missed.
- N=NOTE from Doctor that the student is too ill to engage in Distance Learning
- T=UNEXCUSED TARDY UNDER 29 Minutes

- X= EXCUSED TARDY UNDER 29 Minutes

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Nutrition Services is providing meals at no cost to all students under the Community Eligibility Provision for the 2020/21 school year. Meals for students on the distance learning model will be served in a non-congregate, curb-side format. Meals for students on in-person instruction model will be served at school and meals to go for any days students will be distance learning at home in a cohort structure. Meals provided for Monday through Friday include breakfast, lunch, supper, and snacks. Additional supper and snack will be served on Friday for Saturday and Sunday.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
In-Person Instructional Offerings	Provide PPE in the form of masks, face shields, plexiglas partitions, isolation / health room, thermometers, posters.	250,000	No
In-Person Instructional Offerings	Sanitization chemicals, staffing and materials	500,000	No
School Nutrition	19-20 backfill and increased costs for 2020-2021	2,300,000	No

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Section	Description	Total Funds	Contributing
Distance Learning Program (Continuity of Instruction)	Professional Development for teachers related to distance learning (teachers)	750,000	Yes
Distance Learning Program (Pupil Participation and Progress)	Ongoing Professional Development Series for teachers and paraeducators	100,000	Yes
Distance Learning Program (Continuity of Instruction)	Addition of Coordinator of Educational Innovation (Digital learning)	150,000	No
Distance Learning Program (Access to Devices and Connectivity)	Addition of two Computer tech 1 positions to support distance learning	300,000	No
Mental Health and Social and Emotional Well-Being	Retention of elementary counselors and curriculum	400,000	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
29.8%	10,781,093

Required Descriptions

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[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Being a district above 80% poverty and 20% English Learners, all of our strategies are based on best practice.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The district foster liaison, director of Student Discipline and Attendance, and the homeless liaison work diligently to assure that all of our students in these categories receive services. As a district approaching 90% of low-income students, the district's entire program focuses on intervention and support. English Learners has been a focus in the past year with the addition of English Learner Development teachers, an English Learner Program Specialist, and new adaptive program five curriculums (ILIT). The district has added four new English Learner instructors as well to support English Learner distance learning efforts and reclassification. Sites have parent liaisons and outreach staff to help facilitate English Learner, Foster, and Homeless programs to assure that both educational and social-emotional, life, and physical needs are supported. The Student Study Team process allows all stakeholders to involve themselves in creating wrap-around services to support the learners when deficiencies are detected.

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Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Marysville Charter Academy for the Arts	Tim Malone Principal	tmalone@mjusd.k12.ca.us 5307496156

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The Marysville Charter Academy for the Arts (MCAA) is a seventh through twelfth-grade site-based school, currently in its twenty-first year of operation. MCAA's primary Mission (Achieving Excellence through Collaboration and the Arts) is to integrate the creative arts throughout the core curriculum. The Academy accomplishes this mission by providing students with a college-preparatory curriculum that is infused with artistic themes and activities. In addition, students are offered specialized performing and visual arts classes in music, dance, drama, painting, drawing, writing, and multimedia. The school's charter is sanctioned and regulated by the Marysville Joint Unified School District (MJUSD). The Academy enjoys a close relationship with MJUSD, functioning for all intents and purposes as a school within the district. The Board of Trustees for the MJUSD act as the governing board for the MCAA.

The Marysville Charter Academy for the Arts (MCAA) is located in downtown Marysville, a rural, northern California borough, with a population of just over 10,000 inhabitants. The Academy's classrooms are located primarily on a landscaped campus built-in 2008 as a temporary facility for MCAA near Marysville High School and the central offices for the Marysville Joint Unified School District. MCAA also uses one classroom on the Marysville High campus and two more at the nearby Marysville Youth and Community Center. The Academy serves students living in Marysville, Yuba City, and throughout Yuba, Sutter, and Colusa counties. In its first twenty years of existence, the Academy has established a strong record of high academic standards, distinction in college-preparatory education, and excellence in artistic performance.

During COVID-19, the local economy has struggled, especially concerning school closures. Many local workers have jobs that do not support work-at-home environments, which has led to difficulty in providing at-home educational structures. Even with these obstacles, districtwide surveys reveal a shift from the original 20% preference for distance learning to four weeks later, approximately 60% prefer distance learning, most likely attributed to the increase in COVID-19 case numbers in the Yuba-Sutter area.

Since Yuba County is currently on the state's COVID-19 "Watch List", in accordance with Governor Gavin Newsom's July 17th Order, all Marysville Charter Academy for the Arts (MCAA) students began school on Wednesday, August 12th, through Distance Learning and will not

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reopen for in-person learning until at least 14 days after Yuba County is removed from the state's "Watch List". Based on Yuba Sutter Health Orders, schools in the Yuba Sutter area are considered high-risk businesses that should remain closed until further notice.

MCAA teachers have worked diligently since March to pivot educational practices and utilize all staff effectively to provide education during these difficult times. In the 2020-21 school year, MCAA has identified the following areas of focus to ensure learning continuity and student attendance during the current COVID-19 pandemic:

1. Student Internet Connectivity
2. Student Curriculum and Online Resources
3. Technology needs
4. Training and Professional Development
5. Health and Safety of students and staff
6. SEL Curriculum
7. School Communities of Learning and Service
8. Community Connection
9. Strengthening EL systems of support

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

Regularly scheduled meetings with the MCAA School Site Council and MCAA Leadership Team through March provided analysis and input on progress towards meeting the LCAP goals. Beginning in April, MCAA began Zoom meetings with the Leadership Team and MCAA staff. MCAA administration also began utilizing stakeholder data gathered by MJUSD, which included MCAA parents and staff members. More than 500 Marysville Joint Unified School District (MJUSD) parent survey and written responses were collected and analyzed. These surveys were used to garner not just perceptions on distance learning, but on multiple areas related to the COVID-19 pandemic and how MCAA will offer services. Also, input from all MCAA and MJUSD teachers via surveys, meetings, and written responses was gathered. Multiple sessions with other MJUSD principals and directors provided planning information. Two MJUSD School Board presentations in Zoom format were utilized to plan and provide public input. The MCAA principal conducted a Zoom meeting with the School Site Council to review and approve this plan and its goals.

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[A description of the options provided for remote participation in public meetings and public hearings.]

Information is provided on each MJUSD board meeting agenda that allows anyone to participate via teleconference by phone and Zoom meeting format. The meetings are also live streamed on YouTube for anyone wanting to simply view the meeting. The YouTube live stream address is posted on each meeting Agenda.

[A summary of the feedback provided by specific stakeholder groups.]

Parents, Students, and Staff Members:

Provide in-person instruction to the extent possible while keeping students and staff safe following federal, state, and local guidelines. Our goal is to provide parents and students with a range of instructional program options that will equitably and appropriately meet the needs of all families during this unprecedented pandemic. Students need to be connected to the school and their teachers no matter what instructional models are currently implemented. Bring students back five days a week as soon as possible, while respecting current COVID-19 health and safety guidelines.

Three phases of instruction are needed from the lowest risk to higher risk models. Distance Learning (lowest risk): Virtual learning with limited designated time on campus. Blended Learning (more risk): Some time on campus and shortened days. Full Time in School (highest risk): five full days on campus. The phases are designed to work in conjunction with each other in a seamless fashion.

Staff Members: Allow teachers to work on campus, at home, or a combination during the Distance Learning Phase.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Parents: Regardless of the instructional model any of our schools are in at a given point in time, parents will, to the extent allowed by law, have the opportunity to select distance learning for their child. Based on the May 2020 parent surveys, we anticipate that up to 20% of families may choose distance learning during the 2020-2021 school year, even when in-person instruction resumes. Upon request, parents will have the ability to transition their students back into the in-person instruction from distance learning.

Staff Members: Allow teachers to work on campus or at home or a combination during the Distance Learning Phase.

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Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

As soon as at least 14 days after Yuba County is removed from the state's COVID-19 "Watch List," MCAA will reopen for in-person learning. Each student (not engaged in distance learning) will be assigned a learning cohort and attend physical school 2 days a week. The Blended Learning Model will include the following elements: -school will be on a shortened day schedule while maintaining minimum daily instructional minutes. -Social-Emotional Check-in for students will be available (SEL Check-in) -Teachers will be available on Mondays for appointments to provide intervention to meet specific needs of students and specific student populations (i.e., students who have experienced significant learning loss, Special Education, and English Learners). -Teachers will work with distance learning students on Mondays and every afternoon after students leave for the day. In addition, any student participating in distance learning only, subject to state laws and regulations, will be accountable for attendance, grades, and academic progress. This will be required to promote participation and will need us to keep a strong focus on equity, and intervention for our special populations. In this model, students and teachers may interact in a variety of ways. -Teachers may record and broadcast lessons. -Teachers may call in small groups of students to work with, as needed, during the Monday appointment time. -Parents may come in with students to get help support their students. -Students will generally be paced together, allowing for an easier transition back to the classroom for full-time school. -The school will accentuate program elements that draw students to school (CTE, Music, Arts). -The school will provide possible supervision locations for study centers for the most vulnerable students.	
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Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]		
Description	Total Funds	Contributing
MCAA needs to maintain a 1:1 ratio for Chromebooks for students. New Chromebooks need to be purchased to replace older models.	9,100	Yes
Replace outdated computers and software in Graphic Arts classes.	21,000	No
Fund musical instrument repair, maintenance, tuning, and purchase.	5,000	Yes

Description	Total Funds	Contributing
Continue to support the implementation of the science curriculum by purchasing adopted materials and online support.	63,069	No
Maintain a portion of the full time mathematics teacher hired to reduce class sizes and serve socio-economically disadvantaged students.	16,000	Yes
Purchase replacement classroom desktop computers and printers.	8,700	No

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Any student participating in distance learning only, subject to state laws and regulations, will be accountable for attendance, grades, and academic progress. This accountability will be required to promote participation and will need us to keep a strong focus on equity, and intervention for our special populations. In this model, students and teachers may interact in a variety of ways.

- -Teachers may record and broadcast lessons.
- -Teachers may call in small groups to work with students as needed during the Monday appointment time.
- -Parents may come in with students to get help to support their students.
- -Students will generally be paced together, allowing for an easier transition back to the classroom for a full-time school.
- -The school will accentuate program elements that draw students to school (CTE, Music, Arts).
- -The school will provide possible supervision locations for study centers for the most vulnerable students.

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Reopening Plans:

- -Students will be assigned to fixed learning cohorts (same groups of students) to create smaller classes.
- -school will be on a shortened day schedule, while maintaining minimum daily instructional minutes.

- -Teachers will be available on Mondays by appointment to provide intervention to meet specific needs of students and specific student populations (e.g., English Learners, Homeless, and Foster).
- -Teachers will work with Distance Learning students on Mondays and every afternoon after students leave for the day.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

MCAA has a 1:1 ratio of Chromebooks to students. However, internet connectivity or access may be a challenge in some locations, in particular in the hill communities. Currently, we have 30 active hotspots for distribution to help cover our anticipated needs. We will continue to work with our internet and data providers to find ways to bridge the gaps that may still exist. As we move forward, students will be offered both digital and print options.

For the core subjects English Language Arts, Mathematics, 3-Course Model Science, and History-Social Science, MCAA has online access, as well as print materials for all students. These programs will be available on an accessible platform for students to navigate. Our technology team will be available to help support the needs of families with Chromebooks and accessibility to the programs. MCAA uses Single Sign On (SSO) to negate the need for multiple passwords for students.

Each classroom has a Google page/website where all assignments and lessons reside. This serves as a launch point for the online curriculum programs as well. Parents are able to engage, monitor, and support their student(s). Utilizing Google classroom and Aeries communication, parents and teachers are in regular contact. No matter what phase of the instructional model we are in, this platform is used to promote a seamless transition between instructional models in the event, it becomes necessary.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Pupil Progress

Each core curriculum contains a digital component to support the teacher evaluation of standards-aligned progress and time spent on each task. District Chromebooks are supported by Go-Guardian software that allows staff to measure the academic time engagement for each course. This also allows teachers to evaluate the student's needs and assists with intervention. The assessment and progress of each student will enable the school to maintain a solid partnership with the families and students to ensure engagement and understanding of the academic program. To further connect student engagement, the school is using a single user sign-on system, Clever, for all academic curriculum and a unified parent portal grading system, Aeries. This allows parents to monitor student progress in real time. The school also adopted a single user platform, Google sites/Classrooms, to create a uniform system that is simple for parents with students at multiple district school sites to understand. Hybrid and Distance learning schedules are the same. This assures the minimum synchronous academic minutes for students are sustained. Additional enrichment and intervention times are available so teachers and other school staff can assist students, or support family members to ensure academic progress.

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Pupil Participation

During Distance Learning, students at MCAA, grades 7-12 will have 240 minutes of instructional time with teachers each day with an additional 60 minutes of optional teacher directed intervention and support. Students will need to complete the equivalent of 240 minutes of pupil work and participation in instructional time to earn daily attendance.

The school recognizes the need to diversify the metrics associated with measuring student attendance and academic progress. This measurement will include time equivalents for production of work, attendance in live synchronous activities, and monitoring supplemental support time. For measurement of time participation, teachers will look at assigned workload, and visible time on work completed for the digital curriculums provided through Go-Guardian or other platforms that are offered to assure a proper deliverance of paced standards. Daily attendance of each class and live synchronous check-in will be implemented. Each week work related attendance and task completion will be updated by the teacher to reflect accurate attendance and participation. This will ensure the weekly role of the teacher reviewing and assuring the students have met the required minutes of assigned work. Percentages of student participation will assist the intervention and support process managed by the school to ensure all students thrive and succeed. Continuing Professional Learning Communities (PLCs) will support the essential standards of the core curriculum and will allow the delivery of educating our students.

Unless California Department of Education directs otherwise, all state assessments will be administered this school year. MJUSD will work on administering the assessments while following all applicable health and safety guidelines.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Staff Training:

MJUSD offers a robust training program for MCAA teachers. At the conclusion of the 2019-20 school year, the district provided two professional development days for teachers (12 hours) based around the conversion to unified platforms and provided assistance in the creation and adaptation of teaching to the Google platform. Training for the district adopted curriculum's digital components provided baseline training for staff. To address the varied levels of skills, MJUSD Educational Services and Technology departments sifted through the wealth of resources to determine trainings provided by CTA and other external agencies providing training that would support the district's teacher needs. The district offered nine more full professional development opportunities in August to provide a window for teachers to complete an additional 12 hours of training. Training included all topics offered in June, as well as added curriculum training based on the newly adopted digital materials requested from our teachers through the local teachers' association.

- -All MJUSD professional development training and staff meetings will be conducted virtually or social distancing will be maintained.
- -Each staff member is required to complete the COVID-19 Safety Training available through Keenan Safe Schools. The two courses required are How to Protect Yourself and Others and How to Clean and Disinfect Your School.

Teacher Resources:

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- - Linked documents

CDE - NEW COVID-19 Guidance for K-12 Schools

Google - A temporary hub of information and tools to help teachers during the coronavirus (COVID-19) crisis.

Google - Explore distance Learning resources for schools affected by Covid-19

- -How to Videos

Google Voice

Finding Student Resources on School Website (also under the "Parents" pull down menu under "Parent Resources")

Sharing Google Docs outside the MJUSD domain

Logging into Google Classroom

Student login to Google Classroom from home

Getting Started with Google Classroom

Add students and guardians to Google Classroom

Join a Zoom Meeting (Click Join from your browser link if the app won't open)

Host a Zoom Meeting

Host a Google Meet (If you do not like Zoom or Zoom is not working)

- -Helpful Links

Retrieving Student Google Account Information from Aeries Portal

Learn From Home Resources

20 Steps Getting Started in Google Classroom

Parents' Guide to Google Classroom (also under the "Parents" pull down menu under "Parent Resources")

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Tips for Enabling Distance Learning through G Suite & Chrome

Distance Teaching - Online Google Classes

Everything you need to get started on Google Sites

Technical Support is available from the MJUSD Technology Department Monday-Friday.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Administration and office staff will be responsible for implementing safe arrival and departure of students, staff, and parents at the school site. School custodial staff will be responsible for additional cleaning and disinfection of school grounds. Teachers will be responsible for correct social distancing, mask wearing, and proper hygiene by students in classroom settings.

Students may choose to stay with the distance learning model regardless of the phase in which the school is operating. In all cases, the student will remain with the teacher and cohort of peers in which they began the school year. This requires a shift in delivery for teachers. Paraeducator roles will be similar in distance learning. They will now digitally support learning. Site administrative roles will shift during distance learning from focusing on student behavior to student attendance.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

MCAA will ensure students with disabilities, and other special populations, are fully integrated into every aspect of preparation and participation in the District's 2020-2021 Pandemic Plan. The needs of all students will be addressed and the decisions made by the IEP and 504 teams will benefit all students, staff, and families. Specifically, regarding planning for students who are medically fragile and/or immunocompromised, MCAA will build in flexibility to keep students connected and included in the class and school community regardless of how much physical time they are able to attend school. MCAA will ensure the ability to quickly pivot to virtual class attendance in order to retain some regular connection to teachers and parents in the event a student is unable to physically attend school. In order to ensure a Free and Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act, MCAA will work with each family and student to determine how to meet each student's individual educational needs within the context of any instructional model required by the COVID-19 emergency. MCAA will use the IEP process to plan for the traditional school year and will include an emergency circumstances plan to address the potential for immediate or future school site closures.

English Learners

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MCAA continues its goal that English Language Learners (ELL) acquire fluent English proficiency as rapidly and effectively as possible. Our ELL students will need to be monitored closely to ensure that they are making growth and achieving the same grade-level academic standards that are expected of all students. With that in mind, the following resources are available to all English Language Learners during all instructional models:

- -Students in grades 7-12 will access iLit digitally for designated ELD time.
- -Full translation services are available at the school site.

MJUSD also has a district level ELD Teacher on Special Assignment who will also be available to

support MCAA teachers in monitoring the progress of our ELL students during all phases of instructional models. This will include activities such as the following:

- -Reviewing English Language Proficiency Assessments for California data.
- -Reviewing grades and progress towards standards.
- -Provide professional development to teachers in supporting the needs of EL students.

MCAA will strive to continue to ensure meaningful communication with parents of English Language Learners in a language they understand and to adequately notify parents of the same information about any program, service, or activity that is shared with all parents.

Initial/Summative ELPAC will be administered to each student requiring an assessment. Initial ELPAC is administered throughout the school year and Summative ELPAC is administered between February 1st to May 31st. Arrangements will be made for in-person testing as required.

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase document scanners so that teachers can enhance distance learning presentations.	1,275	Yes
Purchase laptop computers for teachers.	6,290	Yes
Provide extra tutoring help for struggling students in math including foster youth, EL learners, Redesignated Fully English Proficient, and low income students.	4,000	Yes
MCAA needs to maintain a 1:1 ratio for Chromebooks for students. New Chromebooks need to be purchased to replace older models.	9,100	Yes

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Description	Total Funds	Contributing
Spanish 3 and 4 online license.	1,181	Yes
AP Environmental Science online license.	3,348	Yes

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Program offerings have begun online for the 2020-2021 school year, with the understanding that this year will have distancing measures and distance learning incorporated into returning our students to classrooms as much as possible given public health requirements. This goal is challenging for MCAA in several ways. First high levels of poverty and our rural foothills make internet connectivity an issue. Knowing that the challenges associated with poverty have already created learning loss that we as school combat, we are concerned this will further deepen the rift. Our teachers build relationships to leverage resistant learners into growth. Distance learning requires this relationship but amplifies the difficulty of creating it at a distance. This is also true for Foster, EL, and Special Education students. To combat this, MCAA, with the district's help, has made and continues to make the following changes, regardless of what model of learning we can provide this year.

1. Added hot spots and covered unlimited internet on these devices to offset populations in need.
2. Checked out over 250 Chromebooks to begin the school year.
3. Have moved machines to 1:1 ratio so all 390 MCAA students can have a school-issued Chromebook this year and have started acquiring more to create school sets for check out when devices are forgotten.
4. Maintained counseling and mental health workers for students and set up virtual sessions and availability.
5. Supporting programs that connect students to school and finding scheduling ways to have students on campus to assure essential workforce skills (2021-2022: CTE, Arts, Music, PE)
6. Individualized distance learning plans were created for all of our outstanding education students.
7. Translations and frequent surveys of our staff and student/family populations.
8. Completed paper-based and online digital platforms for families and students. Continued construction of online academic programs and streamlining the process through Google suite for the 2020-2021 school year.

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9. English/Language Arts, Mathematics, and ELD teachers will use initial assessments to measure 2019-20 learning loss and continue with regular formative and summative assessments to measure the progress of instruction and intervention actions.
10. All MCAA teachers will do regular formal and informal formative and summative assessments to measure the progress of instruction and intervention actions.
11. All MCAA teachers will utilize their subject area Professional Learning Communities (PLCs), to analyze assessment data and develop appropriate instruction and intervention actions.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Specific allotted time for intervention and remediation of learning loss is built into the schedule. On top of providing the minimum academic minutes, MCAA has allotted an hour in the afternoon for teachers to work with students they have identified through district integrated assessment tools. Teachers will group students based on varied needs, such as EL and SPED, as well as students with less than ideal home academic environments.

Distance learning in MCAA has had to take a different approach than much of the state. While the difficulties of online instruction are great for students in low SES households for a myriad of social and technology reasons, the inability to reach all of our foothill homes with internet services poses a different set of problems. To this end we are mirroring our digital systems with a paper based solution as well. In specific on the digital front MCAA:

1. Checked out over 250 Chromebooks to begin school year in 2020-2021
2. All 390 MCAA students can have a Chromebook in 2020-2021. This allows for better tracking and intervention through our addition of Go Guardian time and device management system.
3. For 2020-2021 moved to a single user platform of Google sites and Google classroom in order to simplify the process for families and students and create an easier support platform for our technology department.
4. Activated and streamlined our Clever login system in order to make a one stop shop for all school curriculums that will be linked to each teachers site.
5. Utilized beginning of year professional development time to develop the teacher sites and skill in distance education issues pertaining to: technology, pedagogy, best practices for different special populations, articulation to plan for learning loss entering 2020-2021.
6. Developed full distance learning resource sites for parents and staff.
7. The district implemented Qualtrics survey platform in order to continually get response and feedback from our stakeholders.
8. Assured all school curriculums have viable online components and that staff was trained.
9. Added some digital components to existing curriculum, as well as adopting science curriculum K-12 with a digital component for teachers to utilize.

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The difficulties in transitioning these services to English Learners, foster youth, low-income, pupils with exceptional needs, and pupils experiencing homelessness are at the top of the priority list for MCAA. The difficulty of offering these services with limited contact time is a challenge. To meet this equity challenge MCAA will take these additional actions:

English Learners

1. Will be using the added services of a district ELD program specialist who will be coordinating student services as well as teacher training and adherence to ELD program standards.
2. Added ILit program 5 resource and diagnostics for our ELD students and will be taking advantage of the district's new training regime to train all ELD teachers.
3. For the 2020-2021 school year, substitutes will be used to pull out and train all teachers that serve EL students in the school, facilitated by a new district EL program specialist.

Foster Students and Pupils experiencing homelessness

1. Priority transportation and class placement to assure maximized on site contact time for foster and homeless students.
2. Continue all current foster and homeless services through the district.
3. Addition of Mental Health grants and staffing to meet social emotional needs.

Low-income Students

1. Addition of technology devices and hot spots.
2. Site training and opportunities for families to become more involved in learning how to work with their students through created family resources.
3. Increased family outreach through Student Welfare and Attendance office for 2020-2021 school year.
5. Internal trainings through Welfare and Attendance to address issues of race, gender and inclusion.

Pupils with exceptional needs

In order to ensure a Free and Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act, MCAA will work with each family and student to determine how to meet each student's individual educational needs within the context of any instructional model required by the COVID-19 emergency. MJUSD will use the IEP process to plan for the traditional school year and will include an emergency circumstances plan to address the potential for immediate or future school site closures.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

All initial and on going formal and informal formative and summative assessment data will be disaggregated and analyzed by MCAA teachers in their subject area Professional Learning Communities. This disaggregation and analysis will continue in the PLCs to measure the effectiveness of instructional and intervention actions throughout the 2020-21 school year.

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By using longitudinal data from the newly added assessment tools, MCAA students will be monitored for academic progress. Internal assessments through Illuminate and standards based curriculum assessment will be monitored for progress. Anticipating overlap between students not making progress and those not engaging, district and site level interventions that are outlined in our re-engagement practices address working with students and families to assure the level of rigor required for independent learners to advance.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Provide professional development for teachers in order to deepen educator knowledge of effective instructional strategies and PLC training.	3,500	Yes
Continue to support the implementation of Common Core instruction through materials and equipment	10,000	Yes
Master Schedule with dedicated learning loss intervention time each afternoon.	0	Yes
ILIT(Internet based Literacy program) to improve ELD intervention	1,000	Yes
Illuminate for grouping students for intervention and support.	0	Yes
Provide additional musical instruments for home use and arts supplies.	20,000	Yes
Purchase more cameras and associated equipment for student use at home.	12,000	Yes
Provide extra tutoring help for students in math for EL, foster youth, and low income students.	4,000	Yes

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Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

MCAA and MJUSD will use a wide variety of actions to monitor and support mental health and social and emotional well-being of pupils and staff during the school year including but not limited to:

- -Social-Emotional check-in and learning is embedded in the daily schedule for all students for all class meetings.
- -Teachers may call in small groups to work with students as needed during each afternoon and the Monday appointment time.
- -Students will be grouped together allowing for an easier transition back to the classroom for a full-time school.
- -The school will accentuate program elements that draw students to school (CTE, Music, Arts).
- -Weekly lessons on coping, resiliency, time management, study skills, and self-regulation have been developed and will be provided to classes weekly.
- -Teachers and the counselor can play videos from the "Toolbox" for students to offer more tools for coping and problem-solving.
- -School staff will do welfare checks, phone calls or physical visits, for students who are absent from class meetings.
- -The school counselor has created virtual office times for student engagement and the opportunity for in-person checking and posting of information and resources.
- -All MJUSD professional development training and MCAA staff meetings will be conducted virtually or social distancing will be maintained.
- -Professional development will include social-emotional curriculum training, suicide prevention training, as well as trauma training for teachers.

Pupil Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

MCAA teachers will document daily participation for each student on each school day, in whole or part, for which distance learning is provided. Daily participation may include but is not limited to, evidence of the involvement in online activities, completion of regular

assignments, completion of assessments, and contacts between employees of the school and students or parents/guardians. A student who does not participate in distance learning on a school day shall be documented as absent in Aeries for that school day.

A student who does not participate in distance learning shall be deemed absent by the school. The school shall use documentation of the absence for purposes of reporting chronic absenteeism rates in its local control and accountability plan. MCAA will follow the tiered re-engagement strategies for all MJUSD pupils who are absent from distance learning more than three (3) school days or 60% of the instructional days in a school week. These procedures will require school site administrators or classified staff to contact the pupil's parents or guardians according to the requirements of Education Code Sections 43504(f).

Tiered Re-engagement Strategies:

- -Teachers will take attendance for every period. Teachers will mark only ONE code: A=Distance learning not engaged. The other codes would come from the attendance secretary, who is verifying the absence with the parent and teacher. Excused absences will NOT generate a SARB letter.
- -School Messenger call to parents regarding the absence
- -Phone call home from the school staff
- -Attendance secretary will give a list of absent students to support staff to get. Documentation in Aeries regarding contact.
- -Attendance secretary ONLY will change absent code in Aeries
- -Attendance codes used in Aeries will allow us to separate the reasons why a student was not engaged, i.e., technical issues, illness. The attendance codes will help us in determining which support staff will reach out to the family to get the student involved. Outreach may include the school nurse, technology department, special education teacher, foster youth liaison, etc.
- -Attendance secretary will generate a list of students who can't be reached by phone, etc. due to wrong information in Aeries. All contacts on the list will receive a call first. If there is no contact, a home visit will be requested.
- -A request for a home visit comes from the office staff. The list will include; child name, parent name, address, and the number of days missed. School administrators, School Resource Officers, and District Attendance Office will make home visits.
- -SARB letters regarding Distance Learning are mailed to the parent home after three unexcused absences. After six unexcused absences, a parent conference is held at the school site with a school administrator. A school site attendance contract will be signed at that time.
- -After three more unexcused absences, the family is referred to SARB intervention.

ATTENDANCE CODE USED BY TEACHERS:

- -A=DLUNV-Distance Learning Not Engaged (Unsure why the student is not engaged, Unexcused)
- -D=TARDY OVER 30 MINUTES UNEXCUSED

ATTENDANCE CODES USED BY OFFICE STAFF ONLY TO CLEAR ABSENCES:

- -G=DLEXC--Distance Learning Non-Engaged - Excused (student may be ill, technical issues, etc.) The attendance secretary would find out why and mark the appropriate code.
- -C=DLCUT -- Student refusing to engage in Distance Learning (Unexcused absence)
- -Q=DLTECH--Technical issues (Excused absence). After 10% of missed days in technical matters, students may have to use paper/pencil or a hotspot; otherwise, it turns to unexcused

- -Y=DLSICK--Student is too ill to log on (Excused absence). Will require a doctor's note after 10% of the total days missed
- -N=NOTE from Doctor that the student is too ill to engage in Distance Learning
- -T=Unexcused Tardy under 29 minutes
- -X=Excused Tardy under 29 minutes

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

MJUSD will continue to provide breakfast, lunch, and supper at no cost under the Community Eligibility Provision to all MCAA students. Meal applications will not be required. Meals will be served on modified schedules to meet conditions of the current Yuba County Health Order and CDE guidelines, including the packing of menu items. Foodservice operations have robust cleaning and sanitizing procedures already in place. These procedures have been revised to address the protocol for the increased frequency of sanitizing food contact surfaces.

Safety Measures & Staff Protocol:

- -Plexiglass shields for serving areas will be installed.
- -Staff will wear a face shield in addition to a facial covering where table-top protection is not possible.
- -Employees will wear a face covering or face shield at all times.
- -Employees are trained and must follow FDA Food Code and Department Standard Operating Procedure for handwashing.
- -Employees must wear disposable gloves when handling food during preparation and serving tasks.
- -Foodservice employees must follow the district's safety protocol for checking into the site upon arrival. Also, food service employees will be excluded from work if experiencing vomiting and diarrhea.
- -Start and break times will be staggered to prevent close contact.
- -Menu:
- -Wrapped/package items: housemade items will be placed in a container at serving time. Fruits and vegetables will be a mix of wrapped in house and purchased pre-portioned.
- -Offer vs. Serve: students will have an opportunity to select items for their meal (i.e., milk may be declined; choice of fruit and vegetable).
- -In a hybrid instructional delivery schedule, meals for the non-attendance days will be served at dismissal.
- -Parents will need to pre-order meals via online Google Forms available on the MJUSD website for students who are enrolled in distance learning. There will be designated schools open for the parent to select which location to pick up meals.
- -Pick up locations: Edgewater Elementary, Kynoch Elementary, Lindhurst High, Foothill Intermediate, and Yuba Feather Elementary
- -Implement USDA waiver for parent (or designee) pick up without student in attendance.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
In-Person Instructional Offerings	Provide PPE in the form of masks, face shields, plexiglass partitions, isolation/health room, thermometers, posters	500	No
In-Person Instructional Offerings	Sanitization chemicals, staffing, and materials	0	No
Distance Learning Program (Continuity of Instruction)	Professional Development for teachers related to distance learning (teachers)	11,261	No
Distance Learning Program	Ongoing Professional Development Series for teachers and paraeducators.	0	No
Pupil Learning Loss	Counselor will provide social emotional support, academic, and mentoring services for foster youth, low income, and English learners.	10,000	Yes

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Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
13.79%	200,001

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Being a school with over 60% of our students identified as socio-economically disadvantaged and 5% as English Language Learners, all of our strategies are based on best practice.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The MJUSD foster liaison, director of Student Services and Attendance, and the homelessness liaison work diligently to assure that all MCAA students in these categories receive services. Being a school approaching 60% of low-income students, the school's entire program is tailored to these interventions and supports. English Learners have been a focus this past year with the addition of two English Learner Development Support teachers, a district English Learner Program Specialist, and a new adaptive program curriculum (ILIT). The school has outreach staff to facilitate EL, Foster Youth, and Homeless programs to assure that not just educational needs, but Social-Emotional, Live and physical needs are being addressed adequately. When deficiencies are detected, the SST process allows all stakeholders to involve themselves in creating wrap-around services to support the learners.

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UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2019-20 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 08, 2020

To the Superintendent of Public Instruction:

2019-20 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2020-21/08

On Motion by Trustee _____

Duly seconded by Trustee _____

**ADOPTING THE DISTRICT'S GANN LIMIT
(Pursuant to G.C. 7902.1)**

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriations limits, commonly called "Gann limits," for public agencies including school districts; and

WHEREAS, the District must establish a revised Gann limit for the 2019-20 fiscal year and a projected Gann limit for the 2020-21 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limit for the 2019-20 and 2020-21 fiscal years are made in accordance with applicable constitutional and statutory law; and

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2019-20 and 2020-21 fiscal years do not exceed the limitations imposed by Proposition 4; and

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this District.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 8th day of September 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2018-19 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2018-19 Actual			2019-20 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	63,582,084.42		63,582,084.42			66,373,350.64
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	9,471.77		9,471.77			9,521.38
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2018-19			Adjustments to 2019-20		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2019-20 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2019-20 P2 Report			2020-21 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	9,148.20		9,148.20	9,147.23		9,147.23
2. Total Charter Schools ADA (Form A, Line C9)	373.18		373.18	373.18		373.18
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			9,521.38			9,520.41
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2019-20 Actual			2020-21 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	180,099.83		180,099.83	178,589.00		178,589.00
2. Timber Yield Tax (Object 8022)	18,192.66		18,192.66	86,465.00		86,465.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	15,399,007.00		15,399,007.00	15,178,266.00		15,178,266.00
5. Unsecured Roll Taxes (Object 8042)	588,372.91		588,372.91	595,669.00		595,669.00
6. Prior Years' Taxes (Object 8043)	12,606.57		12,606.57	316.00		316.00
7. Supplemental Taxes (Object 8044)	693,244.58		693,244.58	8,597.00		8,597.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,790,472.26		2,790,472.26	2,849,374.00		2,849,374.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	159,018.27		159,018.27	114,173.00		114,173.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	19,841,014.08	0.00	19,841,014.08	19,011,449.00	0.00	19,011,449.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	19,841,014.08	0.00	19,841,014.08	19,011,449.00	0.00	19,011,449.00

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	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			986,169.00			907,638.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			986,169.00			907,638.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	87,390,476.35		87,390,476.35	79,784,804.00		79,784,804.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(214,034.00)		(214,034.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	87,176,442.35	0.00	87,176,442.35	79,784,804.00	0.00	79,784,804.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	129,128,520.59		129,128,520.59	124,717,226.00		124,717,226.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	919,406.28		919,406.28	520,000.00		520,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			63,582,084.42			66,373,350.64
2. Inflation Adjustment			1.0385			1.0373
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0052			0.9999
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			66,373,350.64			68,842,191.71
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			19,841,014.08			19,011,449.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,142,565.60			1,142,449.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			47,518,505.56			50,738,380.71
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			47,518,505.56			50,738,380.71
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			483,044.95			292,034.80
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			20,324,059.03			19,303,483.80
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			47,035,460.61			50,446,345.91
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			20,324,059.03			
b. State Subventions (Line D8)			47,035,460.61			
c. Less: Excluded Appropriations (Line C23)			986,169.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			66,373,350.64			

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CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and Marysville Joint Unified School District ("District").

RECITALS

WHEREAS, District wishes to issue certain bonds (the "Bonds") and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Advisor to perform (i) the financial advisory services set forth on Exhibit A hereto ("the Financial Advisory Services"); and (ii) the Continuing Disclosure/Annual Debt Transparency Report services set forth on Exhibit B hereto (the "Continuing Disclosure/ADTR Services"); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** The term of this Agreement shall be from July 1, 2020 through June 30, 2024. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. Fees for Continuing Disclosure/ADTR Services shall be paid from the District's general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

a. Fees.

i. For Financial Advisory Services, including General Obligation Bonds, District shall pay to Advisor a not-to-exceed fee of Sixty Thousand Dollars (\$60,000) for each Bond sold, payable upon the closing of each financing.

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Business Services Department

Approval: PE

Date: 8-27-20

ii. For Continuing Disclosure/ADTR Services, should District utilize this service, shall pay an annual fee of Two Thousand Five Hundred Dollars (\$2,500) for the filing of customary continuing disclosure documents for each year of the Term existing after a closing of a series of GO Bonds. For Annual Debt Transparency Report, District shall pay an annual fee of \$500 until all bond proceeds are spent; thereafter, an annual fee of \$250 to prepare the Annual Debt Transparency Report; paid within 30 days of receipt of invoice.

b. Expenses.

i. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, which are not to exceed \$2,000. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

ii. Non-Discrimination. Advisor shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information,

veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

5. TERMINATION.

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

b. The District agrees that during the term and any subsequent terms of this contract that Isom Advisors, a Division of Urban Futures, Inc. shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. LIMITATION OF LIABILITY.

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount

of fees to be paid to Advisor under this Agreement. In addition, District will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. PROFESSIONAL LIABILITY INSURANCE

Advisors will procure and maintain Professional liability insurance with the minimum limits of \$1,000,000 per occurrence. Professional liability coverage provided on a "claims made" basis shall be maintained for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

Advisors will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent "A VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement.

Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District. Notwithstanding any commitment on the part of the insurer to provide such notice to the District, failure of Advisors to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which District shall be entitled to full indemnification under the Agreement.

Maintenance of specified insurance coverage is a material element of this Agreement, and Advisors' failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by District.

8. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is

requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

9. **ADDITIONAL MATTERS.**

a. **MSRB Rule G-10.**

i. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. **MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.**

i. Conflicts of Interest. Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Isom Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom Advisors client. For example, Isom Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just

as it does to District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom Advisors could potentially face a conflict of interest arising from these competing client interests. Isom Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Yuba County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly

independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

e. Political Contributions: Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign connected with the referenced bonds. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors,
a Division of Urban Futures Inc.
1470 Maria Lane, Ste. 315
Walnut Creek, CA 94596
Attn.: Jonathan Isom, Managing Principal
Telephone: (925) 478-7450
E-mail: jon@isomadvisors.com

To District:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn.: Gary Cena, Superintendent
Telephone: (530) 749-6102
E-mail: gcena@mjusd.com

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,
A Division of Urban Futures Inc.

Marysville Joint Unified School District

By: _____

Name: Jonathan Isom
Title: Managing Principal

By: _____

Name: Gary Cena
Title: Superintendent

Dated: AUG. 27, 2020

Dated: _____, 2020

EXHIBIT A

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

EXHIBIT B

CONTINUING DISCLOSURE/ANNUAL DEBT TRANSPARENCY REPORT SERVICES

- Annually review District's Continuing Disclosure requirements
- Submit to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements
- Review ongoing District's Annual Debt Transparency Report ("ADTR") requirements.
- Submit to CDIAC the necessary filings and documentation to remain compliant with SB 1029 including the ADTR by Jan 31st of each year.

PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR THE ARBOGA ELEMENTARY SCHOOL/EXPANSION/CONVERSION TO TK-8 SCHOOL PROJECT

Request for and Authorization to Proceed with Pre-Construction Services in accordance with the District's Request for Proposal Section V, the applicable Lease-Leaseback Contract Documents including the Pre-Construction Services referenced as Preliminary Services in Exhibit H to the Facilities Lease, and CORE CONSTRUCTION's Fee Proposal dated July 30th, 2020.

The terms and conditions pertaining to the performance of preliminary services set forth herein are established in **Exhibit H** to the applicable Facilities Lease for the Arboga Elementary School/Expansion/Conversion to TK-8 Project ("Project"). To the extent any terms and conditions set forth herein conflict with terms and conditions in the body of the Facilities Lease, the terms and conditions contained herein shall control regarding the performance of preliminary services.

- 1. Preliminary Services Payments.** The Marysville Joint Unified School District ("District") shall pay to Core Construction ("Contractor") a sum not to exceed **Eighteen Thousand Dollars (\$18,000.00)** ("**Preliminary Services Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in **Exhibit H** to the Facilities Lease.

The Preliminary Services Payments include all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.

Each Preliminary Services Payment shall be paid within forty-five (45) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the billed-for tasks.

- 2. Scope of Contractor's Preliminary Services.** Contractor, as the District's development consultant and authorized representative as contemplated by Business and Professions Code section 7040, agrees to perform the services described herein. Contractor shall perform value-engineering reviews and recommendations and other reviews as necessary to verify that the New Construction Component of the Project does not exceed that funding provided by the State Allocation Board ("Preliminary Services").
- 3. General Services.** Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

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Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor, and shall assist the Architect with making formal presentations to the governing board of District. Contractor shall prepare and update the preliminary Project schedule and prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount. Contractor shall provide review and comment upon geotechnical / soils investigation and report and shall provide review and comment upon survey of the Project site.

4. **Review of Design Documents.** Contractor shall review Project design and budget with the District and the Architect and shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions. Contractor shall provide estimates to establish and maintain the Project budget and scheduled costs, and shall provide plan review.
5. **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval that details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project) The Report shall provide detailed estimates for proposed value-engineering items and define methodology or approaches that maximize value and identifies design choices that can be more economically delivered.
6. **Constructability Review.** Contractor shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that; ensures construction documents are well coordinated and reviewed for errors; identifies to the extent known, construction deficiencies and areas of concern; back-checks design drawings for inclusion of modifications; provides the District with written confirmation that requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.
7. **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the Site Lease and the Facilities Lease as well as into the final design documents.

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8. **Budget of Project Costs.** At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

- Overhead and profit
- Supervision
- General conditions
- Layout & Mobilization (not more than one percent (1%))
- Submittals, samples, shop drawings (not more than three percent (3%))
- Bonds and insurance (not more than two percent (2%))
- Close-out documentation (not less than three percent (3%))
- Demolition
- Installation
- Rough-in
- Finishes
- Testing
- Punchlist and acceptance

Contractor shall indicate its willingness and ability to enter into the Contract Documents to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Contract Documents.

9. **Construction Schedule and Phasing Plan.** Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.
10. **Construction Planning and Bidding.** Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.

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Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

Contractor shall prepare appropriate subcontractor bid packages.

11. **Limited Authority.** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
12. **District's Responsibilities.** The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
13. **Termination.**

Termination by Contractor. The services described in this Exhibit may be terminated by Contractor upon fourteen (14) days written notice to District in the event of an uncured substantial failure of performance by District, unless the District has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the fourteen (14) day notice period.

Termination by District. This Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Contractor. In the event of such a termination by District, the District shall pay Contractor for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Contractor pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Contractor for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented.

14. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement (the "Termination Material") which is not Contractor privileged information, as defined by law, or Contractor's personnel information.

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15. **Schedule of Preliminary Services.** The Contractor shall perform the Preliminary Services pursuant to a schedule to be determined by the District in consultation with the Contractor and District consultants. Contractor shall not proceed with any activity, other than these preconstruction services, related to construction of the Project, including but not limited to purchasing materials, entering into contracts with subcontractors or entering into binding financial commitments with any vendor, supplier, company or person until preconstruction services are complete and the adjusted/final Guaranteed Maximum Price has been agreed upon by the District and Contractor.
16. **Responding to Funding Changes.** The Contractor acknowledges that the funding for the New Construction Component of the Project is uncertain, and that in the event the New Construction Component is not fully funded by the State Allocation Board or other reasons arise in which the scope of the New Construction Component must be reduced or otherwise modified to accommodate fiscal pressures, that the Contractor's Preliminary Services will include, by way of illustration and not limitation, advising the District as to the constructability of a revised reduced New Construction Component in preparation for a deductive Change Order.

DISTRICT:

Marysville Joint Unified School District

BY: _____

TITLE: _____

CONTRACTOR:

CORE Construction

BY: Seth Mann

TITLE: PRESIDENT

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15. **Schedule of Preliminary Services.** The Contractor shall perform the Preliminary Services pursuant to a schedule to be determined by the District in consultation with the Contractor and District consultants. Contractor shall not proceed with any activity, other than these preconstruction services, related to construction of the Project, including but not limited to purchasing materials, entering into contracts with subcontractors or entering into binding financial commitments with any vendor, supplier, company or person until preconstruction services are complete and the adjusted/final Guaranteed Maximum Price has been agreed upon by the District and Contractor.
16. **Responding to Funding Changes.** The Contractor acknowledges that the funding for the New Construction Component of the Project is uncertain, and that in the event the New Construction Component is not fully funded by the State Allocation Board or other reasons arise in which the scope of the New Construction Component must be reduced or otherwise modified to accommodate fiscal pressures, that the Contractor's Preliminary Services will include, by way of illustration and not limitation, advising the District as to the constructability of a revised reduced New Construction Component in preparation for a deductive Change Order.

DISTRICT:

CONTRACTOR:

Marysville Joint Unified School District

CORE Construction

BY: Seth M. Murren

BY: _____

TITLE: PRESIDENT

TITLE: _____

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**EXHIBIT H
TO
FACILITIES LEASE

PRELIMINARY SERVICES**

As directed by District, Contractor may be asked to perform the Preliminary Services set forth in the remainder of this Exhibit H for the purposes of enabling the District to reduce the scope of the New Construction Component of the Project to be within the District's budget based on the level of funding provided by the State Allocation Board. However, such Preliminary Services shall be rendered only when the District has requested the performance of Preliminary Services, and only to the extent that the District has requested the performance of Preliminary Services.

TERMS AND CONDITIONS FOR PRELIMINARY SERVICES

1. **Scope of Contractor's Preliminary Services.** Contractor, as the District's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described herein. Contractor shall perform value-engineering reviews and recommendations and other reviews as necessary to verify that the New Construction Component of the Project does not exceed that funding provided by the State Allocation Board ("Preliminary Services").

1.1. General Services.

- 1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 1.1.2. Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.
- 1.1.3. Contractor shall assist the Architect with making formal presentations to the governing board of District.
- 1.1.4. Contractor shall prepare and update the preliminary Project schedule.
- 1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 1.1.6. Contractor shall provide review and comment upon geotechnical / soils investigation and report;
- 1.1.7. Contractor shall provide review and comment upon survey of the Project site.

1.2. Review of Design Documents.

- 1.2.1. Contractor shall review Project design and budget with the District and the Architect to:
 - 1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;
 - 1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;
 - 1.2.1.3. Contractor shall provide estimates to establish and maintain the Project budget and scheduled costs; and
 - 1.2.1.4. Contractor shall provide plan review.
 - 1.2.1.5. **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval that:
 - 1.2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to

extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

1.2.1.5.2. Provides detailed estimate for proposed value-engineering items;

1.2.1.5.3. Defines methodology or approaches that maximize value; and

1.2.1.5.4. Identifies design choices that can be more economically delivered.

1.2.1.6. **Constructability Review.** Contractor shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:

1.2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;

1.2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;

1.2.1.6.3. Back-checks design drawings for inclusion of modifications;

1.2.1.6.4. Provides the District with written confirmation that:

1.2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

1.2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

1.2.2. **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the Site Lease and the Facilities Lease as well as into the final design documents.

1.3. **Budget of Project Costs.**

1.3.1. At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents. Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

1.3.2.1. Overhead and profit;

1.3.2.2. Supervision;

1.3.2.3. General conditions;

1.3.2.4. Layout & Mobilization (not more than one percent (1%));

1.3.2.5. Submittals, samples, shop drawings (not more than three percent (3%));

- 1.3.2.6. Bonds and insurance (not more than two percent (2%));
- 1.3.2.7. Close-out documentation (not less than three percent (3%));
- 1.3.2.8. Demolition;
- 1.3.2.9. Installation;
- 1.3.2.10. Rough-in;
- 1.3.2.11. Finishes;
- 1.3.2.12. Testing; and
- 1.3.2.13. Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Documents to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

- 1.5.1. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.
 - 1.5.2. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.
 - 1.5.3. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.
 - 1.5.4. Contractor shall prepare appropriate subcontractor bid packages.
- 2. **Limited Authority.** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.
 - 3. **District's Responsibilities.** The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
 - 4. **Termination**
 - 4.1. **Termination by Contractor.** The services described in this Exhibit may be terminated by Contractor upon fourteen (14) days written notice to District in the event of an uncured substantial failure of performance by

District, unless the District has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the fourteen (14) day notice period.

- 4.2. **Termination by District.** This Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Contractor. In the event of such a termination by District, the District shall pay Contractor for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Contractor pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Contractor for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented.
- 4.3. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right therein whatsoever. Contractor hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement (the "Termination Material") which is not Contractor privileged information, as defined by law, or Contractor's personnel information.
5. **Compensation to Contractor.** District shall pay for the Contractor's performance of the preliminary services pursuant to the payment provisions indicated in Exhibit C to the Facilities Lease.
6. **Schedule of Preliminary Services.** The Contractor shall perform the Preliminary Services pursuant to the schedule indicated in Exhibit F to the Facilities Lease.
7. **Responding to Funding Changes.** The Contractor acknowledges that the funding for the New Construction Component of the Project is uncertain, and that in the event the New Construction Component is not fully funded by the State Allocation Board or other reasons arise in which the scope of the New Construction Component must be reduced or otherwise modified to accommodate fiscal pressures, that the Contractor's Preliminary Services will include, by way of illustration and not limitation, advising the District as to the constructability of a revised reduced New Construction Component in preparation for a deductive Change Order.



August 28, 2020

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

RE: Facility Solution Project Letter of Agreement (LOA)

To whom it may concern,

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SiteLogIQ and Marysville Joint Unified School District will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: Marysville Joint Unified School District

Facility Location(s): See below

Facility Information:

The following is a brief description of the facility(ies):

- Anna McKenney Intermediate
- Arboga Elementary
- Browns Valley Elementary
- Cedar Lane Elementary
- Cordua Elementary
- Covillaud Elementary
- Dobbins Elementary
- Edgewater Elementary
- Ella Elementary
- Foothill Intermediate
- Johnson Park Elementary
- Kynoch Elementary
- Linda Elementary
- Lindhurst High
- Loma Rice Elementary
- Marysville Charter Academy for the Arts
- Marysville Community Day

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

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Business Services Department
Approval: PL
Date: 8-28-20



- Marysville High
- Olivehurst Elementary
- Paragon Collegiate Academy
- South Lindhurst Continuation High
- Yuba Environmental Science Charter Academy
- Yuba Feather Elementary
- Yuba Gardens Intermediate

Area of Focus:

SitelogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

- A. SitelogIQ will conduct a site visit to the Facility(ies) to perform a physical audit and collect data. The Client will cooperate and collaborate with SitelogIQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.
- B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SitelogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.
- C. Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
- D. SitelogIQ will also analyze the potential for energy generation measures.
- E. SitelogIQ will recommend energy management and/or on-going monitoring services.



- F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.
- G. SitelogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).
- H. SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.
- I. The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 5% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.

Client Responsibilities:

In order for SitelogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment B. In addition, Client shall execute Attachment C ("Utility Authorization Form") to provide access to Client's Utility account information.

Development Efforts:

Client acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to provide professional services by SitelogIQ's development team, the cost to visit the Site, and the cost to prepare the deliverables.

Ownership of Work:

All work products, including all proforma's, schedules, and scope of work documentation provided by SitelogIQ, will only become the property of the Client upon (i) Client's payment to SitelogIQ of the Development Fee, or (ii) upon execution of a binding, irrevocable contract between the Client and SitelogIQ for the



implementation of the ECMs proposed by SitelogIQ. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SitelogIQ contains SitelogIQ's pre-existing materials (including but not limited to templates, forms, and other SitelogIQ -created materials), SitelogIQ will remain the sole and exclusive owner of all such pre-existing materials.

Development Fee:

SitelogIQ will develop the Project for the firm, fixed fee/rate as listed below:

1. Fee/Rate: \$59,500 Fixed Fee.

In the event that the Client enters into a contract with SitelogIQ for the implementation of the ECMs within 60 days after presenting the Proposal, then SitelogIQ's cost to develop the Proposal will be waived. If the Client enters into a contract with SitelogIQ at a later date, the Development Fee paid by the Client will be credited toward the project's total implementation cost.

Economic Criteria:

The Client has represented to SitelogIQ that Client agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objectives of the project are as follows:

1. Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.
2. The project is not to exceed \$26,000,000 based on the Customer's budget allocation.

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully-executed copy to my attention. Thank you again for providing SitelogIQ with the opportunity to work with Marysville Joint Unified School District on this important initiative.

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Acceptance of Letter of Agreement

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

Client: MJUSD

SitelogIQ

Name: Penny Lausen

Name: Kecia Davison

Title: ASST. Supt. of Business Services

Title: VP of Sales

Date:

Date: 8/28/2020



**Attachment A:
Potential Facility Improvement, Energy Conservation, Energy Generation,
and Energy Management Measures to be considered**

1. Interior and Exterior Lighting Retrofits, including Lighting Controls
2. VFD Motor Controls
3. HVAC Mechanical Equipment
4. HVAC Controls
5. Power Conditioning
6. Roof Maintenance/Repair/Replacement
7. Solar Generation and Energy Storage Batteries
8. Pavement Repair/Replacement
9. Painting
10. Maintenance of HVAC

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Attachment B:

Pre-audit Information Request

#	Must Have	Nice to Have
Utility Information		
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Customer Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-minute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Facility Information		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)

5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan
---	---	--

Attachment C:
Utility Authorization Request

**Please include a copy of the Specific Utility Authorization Form
for PG&E and Gas**

Authorization to Receive Customer Information or Act on a Customer's Behalf

The Authorization to Receive Customer Information or Act on a Customer's Behalf form is an inter-utility form that was developed to permit account holders to specifically delegate certain rights to third parties concerning PG&E account(s). The customer of record may permit a third party to receive information or transaction business on his or her behalf. The customer must specify what information the third party is entitled to receive, what if any act(s) the third party may transact on his/her behalf, and whether the authorization is being provided on a one time basis or on a longer term basis (not to exceed three years).

Completed and fully executed forms should be mailed to:

Pacific Gas & Electric Company
Demand Response Operations, Mail Code N3E
P.O. Box 770000
San Francisco, CA 94177-0001

Or forms may also be faxed to:

(415) 973-4177

Keep a copy of the completed authorization form for your records.

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**Pacific Gas and
Electric Company**

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY

(Please Print or Type)

I, Penny Lauseng, Assistant Superintendent Business Services

NAME

TITLE (IF APPLICABLE)

of Marysville Joint Unified School District (Customer) have the following mailing address

NAME OF CUSTOMER OF RECORD

1919 B Street, Marysville, CA 95901

MAILING ADDRESS

CITY

STATE

ZIP

, and do hereby appoint

SitelogIQ

NAME OF THIRD PARTY

of

1512 Silica Ave

MAILING ADDRESS

Sacramento

CITY

CA

STATE

ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

- | | | |
|----|----------------------|------------------------|
| 1. | <u>All Locations</u> | <u>All Accounts</u> |
| | SERVICE ADDRESS CITY | SERVICE ACCOUNT NUMBER |
| 2. | SERVICE ADDRESS CITY | SERVICE ACCOUNT NUMBER |
| 3. | SERVICE ADDRESS CITY | SERVICE ACCOUNT NUMBER |

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- ☒ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹.
- ☐ N/A 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
- ☐ N/A a. Verification of rate, date of rate change, and related information;

☐ N/A b. Contracts and Service Agreements;

☐ N/A c. Previous or proposed issuance of adjustments/credits; or

☐ N/A d. Other previously issued or unresolved/disputed billing adjustments.
- ☒ 3. Request investigation of my utility bill(s).
- ☒ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- ☒ 5. Request rate analysis.
- ☐ 6. Request rate changes.
- ☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

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AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (Initial one box only):

² If no time period is specified, authorization will be limited to a one-time authorization

☐

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

☐

One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

☒

Authorization is given for the period commencing with the date of execution until 08/28/2023 (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

☐

Hard copy via US Mail (if applicable).

☐

Facsimile at this telephone number: _____

☒

Electronic format via electronic mail (if applicable) to this e-mail address: ewestenergymanager@sitelogiq.com

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]

AUTHORIZED CUSTOMER SIGNATURE

Executed this

_____ day of

MONTH

YEAR

TELEPHONE NUMBER

at

Marysville, CA

CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

(707) 396-6266

TELEPHONE NUMBER

SitelogIQ

COMPANY

Executed this

28

day of

August

2020

MONTH

YEAR

370

ADDENDUM TO FACILITY SOLUTION PROJECT LETTER OF AGREEMENT

This Addendum to the Facility Solution Project Letter of Agreement (herein after "Addendum") is entered into by and between the Marysville Joint Unified School District (hereinafter "Client") and SitelogIQ (hereinafter as "Service Provider or Provider"). The Parties hereby modify the specified terms and conditions of the Facility Solution Project Letter of Agreement (hereinafter "LOA") as follows:

The provision on page 4 of the LOA titled "Economic Criteria" is hereby deleted and restated to read as follows:

"The Client may, in its sole discretion decide to proceed with all, or any portion of the project, or may decline to proceed with the project. Any decision to proceed with all or any portion of the project is contingent upon satisfactory negotiation and execution of necessary contract documents including, if applicable, and not limited to, a Power Purchase Agreement (PPA), related project construction agreement(s) and any other contract documents necessary or desirable to proceed with further planning, installation and operation of all, or any portion of, the Facility Solution Project ("Project"). Prior to execution of such documents Provider shall identify and disclose any and all affiliated companies, entities, business partners or other organizations to which Provider anticipates that it will, or otherwise intends to transfer to, all or any portion of Providers rights, title, interest, benefits or obligations under the executed PPA, related project construction agreements and other contract documents. The main financial objectives of the project are as follows:

1. Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client's contribution and meets the requirements of California Government Code section 4217.10 et seq.
2. The Project is not to exceed \$26 million based on the Client's anticipated budget allocation, which may be modified solely in the discretion of the Client."

Dated: September____, 2020

SitelogIQ



By: _____
Print Name: Kecia Davison
Title: VP of Sales

MARYSVILLE JOINT
UNIFIED SCHOOL DISTRICT

Penny Lauseng-MJUSD
Asst. Supt of Business Services