

Date: Mon, Sep 20, 2021 at 10:15 AM
Subject: Website email from geri0429@gmail.com.
To: Dr. Fal Asrani <fasrani@mjusd.k12.ca.us>

Adding Busing to the District Board Meeting Agenda

Hello Dr. Asrani,

I am writing to in regards to the busing issue (lack of busing to Foothill Intermediate School for students from the Loma Rica/Hallwood/Browns Valley area). Twice I have attended board meetings and discussed with you and the previous superintendent as well as the board my issues with a lack of transportation for my child. I am now requesting that the item placed on the agenda in the hopes of engendering a conversation with you as well as the board and possible action about this issue within the district.

Thank you for your time,
Geri Garrick <geri0429@gmail.com>

BOARD MEETING: 10/12/21

SCHOOL: ARBOGA ELEMENTARY SCHOOL

SCHOOL PRESENTATION

1. SCHOOL SITE PLAN

Purpose of the agenda item~

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

Background~

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of ***all*** students.
- Celebrate and highlight the work of the schools in building performance and growth.

Financial Impact~

Each school site is allocated funds to support the school goals.

Recommendation~

This is an informational item only.

NAVIGATE360 - ORDER FORM

Customer: Arboga Elementary School
1686 Broadway St
Arboga, CA 95961
Christine Bratton
cbratton@mjustd.com

Proposal No: Q-11359
Proposal By: Tiffany Luster
Email: tluster@navigate360.com
Opp Number: 133415
Proposal Expires: 10/1/2021

Recurring Payment: \$3,000.00 Invoiced Annually - Net 30

Term: The 12 month term for subscription Services begins on 10/13/2021 and ends on 10/12/2022.

SUBSCRIPTION SERVICES

Item	Description	Quantity	List Price	Disc. Price	Price
1007-1000-1005-1003	Tier 2/3 behavioral intervention and restorative justice program for students	1	\$2,750.00	\$2,750.00	\$2,500.00
1007-1	Annual service and support fees for curriculum subscriptions.	1	\$500.00	\$500.00	\$500.00

Annual Subscription Price: \$3,000.00

Accurate Sales Tax will be added when applicable.



FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ADDENDUM

WHEREAS, pursuant to the Family Educational Rights and Privacy Act and its implementing regulations ("FERPA"), and more particularly to those regulations permitting an educational agency or institution to disclose, without the prior consent of a student, personally identifiable information from education records to a party to whom the agency or institution has outsourced institutional services or functions, Customer may upload or store student information from education records to the Platform or otherwise disclose such information (collectively, "Disclose") to Company, the parties additionally agree as follows:

1. Customer shall:
 - 1.1 Disclose such information to Company only as may be necessary for Company to provide services under the Agreement.
 - 1.2 Ensure and bear sole responsibility for ensuring that any Disclosure of student information from education records to Company for Company's provision of the Services under the Agreement complies with FERPA.
2. Company shall:
 - 2.1 Maintain administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of student information from education records Disclosed by Customer.
 - 2.2 Use student information from education records Disclosed by Customer only in conjunction with the Services and will not otherwise retain, use, or disclose such information for any purpose other than as specified in the Agreement.
 - 2.3 Reasonably ensure Customer's access to student information from education records that Customer Discloses to Company.
 - 2.4 Notify Customer as soon as reasonably practicable after confirmation of any actual unauthorized access to or use of student information from education records that Customer Discloses to Company.
 - 2.5 Promptly return or destroy upon termination of the Agreement all student information from education records Disclosed by Customer to Company.
3. To the extent Customer Discloses non-confidential information to Company under the Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified student information, and Customer records not pertaining to students, the requirements of this Addendum A.1 shall not apply.

Navigate360, LLC

By Andrew RossName: Andrew RossTitle: Chief Financial OfficerDate: 9-16-21Customer MUSD

By _____

Name: Jennifer PassagliaTitle: CBO

Date: _____

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Terms and Conditions

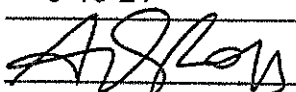
Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

☒ I agree to the Master Service Agreement Terms and following addenda: <https://tinyurl.com/N360MSA-20210108>

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: Andrew Ross
Date: 9-16-21
Signature: 

CUSTOMER BILLING INFORMATION

A/P Contact Name: Kricia Ames
A/P Phone: 530-749-6112
A/P Email: KAMESA@myusd.com
A/P Address: 1919 B Street
Marquette, CA 95901

CUSTOMER SIGNATORY

Name: Jennifer Passaglia
Title: CBO
Date: _____
Signature: _____

Federal Tax ID: _____
Purchase Order: _____
Sales Tax Exempt No. _____

Sales Tax Exemption Certificate must be attached.

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EXHIBIT B: 2021-2022 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School Placer Learning Center

LEA Case Manager: Name Scott Adrian Phone Number (530) 741-6187 x2209

Pupil Name Williams (Last) Jerome (First) 18 (M.I.) Sex: ☒ M ☐ F Grade: 6th

Address 1816 Hill Avenue #A City Marysville State/Zip CA 95901

DOB 04/27/2010 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Sherry Lynn Williams Phone (530) 918-868-9568 (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year
225 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year

- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$172.00

Estimated Number of Days 200 x Daily Rate \$172.00 = **PROJECTED BASIC EDUCATION COSTS** \$34,440

B. RELATED SERVICES:

SERVICE	LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		8 sessions/month, 30 min/session	\$52.50	86	\$4,515.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		60 minutes monthly	\$95.00	12	\$1,140.00
Counseling and guidance (515).		X		30 sessions/year, 40 min/session	\$95.00	30	\$2,850.00
Parent Counseling (520)							

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Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 8,505.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 42,945.00

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

Placer Learning Center
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of LEA/SELPA)

Randy Eichler 9/22/2021

Jennifer Passaglia 9/29/21

BCEA57825D26499

(Signature)

(Date)

(Signature)

(Date)

Randy Eichler, Director

Jennifer Passaglia,
Chief Business Official

(Name and Title)

(Name of Superintendent or Authorized Designee)

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

THIS AGREEMENT ("Agreement") is made and entered into this 12th of October, 2021 between Marysville Joint Unified School District, 1919 B St, Marysville, CA 95901, Yuba County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from October 18, 2021 to June 2, 2022.

RECITALS

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

AGREEMENT

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

1.0 Engagement of Consultant as Independent Contractor

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

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

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons

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whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

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

3.0 Nature of Work

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

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

A. School-based services:

1. Individual counseling sessions
2. General psychosocial interventions
3. Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

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

To the extent that the District desires Consultant to perform additional

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work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the District may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

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

- A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) totaling 40 hours per week.

I) MHS I

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

II) MHS II

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

- B. One (1) clinical supervisor, and

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

Weeks: 28 Weeks

Hours: 40 MHS I or
II hrs per week

Price: \$76.50 per
hour

5.0 Payment

District will pay Consultant the total sum of EIGHTY FIVE THOUSAND

||

SIX HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$85,680.00)
for the work required to be performed pursuant to this Agreement, as
follows:

Any combination of Mental Health Specialist I (MHS I) or Mental
Health Specialist II (MHS II) positions.

\$85,680.00	Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 40MHS I or MHS II hours for 28 weeks during the 2021-2022 School Year.
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-0-	0% 2021-2022 Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - February 2021 - 2% based on 2021-2022
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<u>\$85,680.00</u>	<u>Total Cost of Contract</u>
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Consultant shall be paid in accordance with monthly invoicing from Consultant.
Up to four (4) of the days may be used as paid training days. Consultant shall
invoice the District by the 5th of the month after services were rendered. The
District shall pay Consultant within fifteen (15) calendar days of the invoice
date. To the extent that this Agreement is terminated prior to Consultant
performing the work for which the District has paid, Consultant shall refund any
unearned fees upon termination.

The Consultant hires based on the needs of the District, regardless of previous
agreement(s). Consultant hiring begins after this Agreement is fully executed. Any
delay in executing the Agreement by the District may therefore delay the Consultant's
completion of the hiring process. If the start date of Services falls after the start date of
this Agreement due to hiring and training, hours will be prorated and Services will not
be billed until Services begin on campus or online.

If the start date of Services falls after the start date of this Agreement due to delay in
communication on behalf of the District to the Consultant after the full execution of this
Agreement, including but not limited to communication regarding school site
assignments, scheduling, and introduction meetings, Services will be billed according to
the start date of this Agreement, regardless of when Services begin on campus or online.

However invoiced, Consultant shall not be entitled to more than \$85,680.00 for
the 2021-2022 school year for the basic services described in Paragraphs 3.0
& 4.0, above. Any additional work specifically requested by the District as set
forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

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

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

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

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

7.0 Control of Work and Workers by Consultant

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

8.0 Furnishing of Materials and Equipment

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

9.0 Place of Performance of Services

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

10.0 Hiring of Employees

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

11.0 Supervision by Consultant

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

12.0 Right of District to Supervise and Inspect

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

District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

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

assist and inform Consultant of such required clearances.

14.0 Additional Compensation

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

15.0 Insurance

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

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

This insurance shall be adequate to protect both Consultant and District from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in this Agreement.

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

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any

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

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on October 18, 2021, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "Consumer Price Index, West Region" as created by the Bureau of Labor Statistics, with February 2020 to February 2021 as the term of increase.

18.0 Assignment

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

19.0 Representative's Authority

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

20.0 Indemnification

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

liable. For any action, proceeding, or special proceeding under this Agreement, venue shall be in the County and/or federal judicial district in which Consultant's principal administrative office is located.

21.0 Contract Governed by Law of State of California

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

22.0 Waiver or Modification Ineffective Unless in Writing

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

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 District's Obligation on Termination of Agreement by Consultant

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

25.0 Mediation

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

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


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DISTRICT

Jennifer Passaglia
Chief Business Official
MJUSD

Date

CONSULTANT



Jacob Vallejo, Director of Operations
Wellness Together, Inc.
Taxpayer ID: 81-1653329

9-30-2021

Date

AGREEMENT FOR PARTICIPATION

YUBA COUNTY SELPA

This Agreement for Participation ("Agreement") is entered into by and between the Yuba County SELPA ("SELPA"), the Yuba County Office of Education ("YCOE"), and Marysville Joint Unified School District ("LEA"), a California public school district or charter school, referred to individually as "LEA" or "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education; and

WHEREAS, a school district, or charter school that is deemed a local educational agency for purposes of special education, is required to participate in an approved local plan pursuant to Education Code section 56195.1(f); and

WHEREAS, LEA is a school district, or charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641, and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies; and

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California schools in the County of Yuba deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation ("Agreement"); and

WHEREAS, YCOE is designated in the local plan as the "responsible local agency" for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan; and

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of school law and practice; and
6. Transparency – access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, YCOE, and SELPA to ensure that all pupils with exceptional needs within the SELPA receive appropriate special education programs.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties hereto as follows:

1. SHARED COMMITMENTS

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. Parties shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Parties will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the SELPA Superintendents' Governance Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.

2. LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES

- 2.1. Programs and Services. The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
 - 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program

specified in the Local Plan, and in compliance with state and federal mandates.

- 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
- 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
- 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
- 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
- 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
- 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
- 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
- 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
- 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. Fiscal Responsibilities. Receive and expend special education funding in accordance with the SELPA Allocation Plan. The Yuba County SELPA LEA members affirm that any financial claim made by the SELPA against an LEA that is part of the Yuba County SELPA's network of LEAs will be honored by the Yuba County SELPA.
- 2.3. Restricted Funds. As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.
- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal

mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.

- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other members, YCOE, the Yuba County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, YCOE, or the Yuba County Superintendent of Schools' negligence.

3. SELPA DUTIES AND RESPONSIBILITIES

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
 - 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
 - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
 - 3.1.3. Coordinate the organization and maintenance of the SELPA's Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.

- 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
- 3.1.5. Coordinate state Special Education Accountability Processes.
- 3.1.6. Provide alternative dispute resolution supports and services.
- 3.1.7. Develop interagency referral and placement procedures.
- 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
- 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
- 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 1. Evidenced Based Practices;
 2. Program Development and Improvement;
 3. Individual cases;
 4. State complaints;
 5. Requests for due process mediation and hearing; and
 6. Appropriate programs and services for specific pupils.
- 3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan, including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify YCOE and the Yuba County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from YCOE and the Yuba County Superintendent of Schools' negligence.

4. YCOE DUTIES AND RESPONSIBILITIES

- 4.1. The Parties understand that YCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. YCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. YCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the

end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:

- 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
 - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:
- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
 - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically, the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
 - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the SELPA Superintendents' Governance Council.

6. DISPUTE RESOLUTION

In the event of a disagreement among local education agencies, local education agencies and the Responsible Local Agency (RLA), local education agencies and/or the RLA and the SELPA regarding the distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan, it is the intent of the SELPA Superintendents' Governance Council that issues be resolved at the lowest level possible. The SELPA Superintendents' Governance Council is the approval board of last resort. This policy is intended to resolve disagreements within a period of 45 days but is not intended to undermine local authority.

If a local education agency disagrees with a decision or practice of another agency or the SELPA, that local education agency has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the assistance of the SELPA Administrator, or his/her designee, or the Chair of the SELPA Superintendents' Governance Council. If this process fails, the parties may pursue a hearing on the issues and resolution with SELPA Superintendents' Governance Council.

If either party disagrees with the recommendation of the SELPA Superintendents' Governance Council, and the dispute relates to the distribution of funding, the responsibility for service

provision or other governance activities specified within the Local Plan, the party may submit the dispute to mediation. The parties will make a good faith effort to mutually agree to a mediator with expertise related to the dispute. If the parties cannot agree on a mediator, the parties will submit the dispute to the RLA Superintendent for selection of a mediator and/or a decision regarding disputed matters.

Any dispute unresolved in mediation, arising from a dispute that relates to the distribution of funding, the responsibility for service provision or other governance activities specified within the Local Plan shall be settled by arbitration. The arbitration decision shall be made by a panel of three, including one person appointed by each party and a neutral chair of the panel selected by the other two panel members. If the parties agree, the mediator involved in the parties' mediation may be asked to serve as the panel chair.

Each party shall bear its own costs and expenses and an equal share of the mediator's and/or arbitrator's and administrative fees of arbitration. The power and jurisdiction of an arbitrator shall be limited to adjudicating the rights and responsibilities of the parties. The arbitrator shall not have the power to determine constitutional issues or issues outside the scope of Education Code section 56205(b)(5).

If resolution is not reached, then default for decision-making falls back to the SELPA Superintendents' Governance Council for a vote. If resolution is still not reached, then default for decision-making falls to the RLA superintendent for a final decision.

Each party shall bear its own costs and expenses and an equal share of the mediator's and/or arbitrator's and administrative fees of arbitration. The power and jurisdiction of an arbitrator shall be limited to adjudicating the rights and responsibilities of the parties. The arbitrator shall not have the power to determine constitutional issues or issues outside the scope of Education Code section 56205(b)(5).

7. MUTUAL REPRESENTATIONS

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.

8. RESERVATION OF RIGHTS

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.

Executed on this 12th day of October, 2021.

In accordance with SELPA policy, Marysville Joint Unified School District , certifies that this agreement has been approved by the appropriate local board(s).

LOCAL EDUCATION AGENCY

Date

[Signature of LEA Superintendent]

Dr. Fal Asrani, Ed.D, Superintendent
[PRINT Name, Title]

YUBA COUNTY OFFICE OF EDUCATION

Date

Francisco Reveles, Ed.D., Superintendent
Yuba County Office of Education

Date

Lora Gonzalez, SELPA Director
Yuba County Office of Education



SELPA Yuba County SELPA

Fiscal Year 2021–22

Certification 5: Participating Local Educational Agency

IMPORTANT: Certification 5 is required when the information being submitted to the California Department of Education (CDE) by each participating agency's superintendent (for a district and county office of education (COE) local educational agency (LEA)), or by each chief administrator (for a charter LEA) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

LEA Marysville Joint Unified School District

C5-1. The LEA certifies the SELPA Local Plan is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA must administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations. The superintendent or chief administrator certifies the LEA is participating in a:

- ☐ Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or
- ☐ Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or
- ☒ COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).
- ☐ Small and Sparse or Isolated: This selection must meet requirements for, Multiple or Joined SELPAs as described above, and EC sections 56211 through 56212.

For a multiple LEA SELPA or a COE joined SELPA

I certify that joint powers agreements, or other contractual agreements have been developed and are entered into between the multiple LEA SELPA or the COE joined SELPA and entities participating in the Local Plan. These agreements address all requirements of the EC Section 56195.1(b) and (c) for the provision of (1) a governance structure and administrative supports necessary for implementation; (2) a system for determining the responsibilities of participating LEA members for educating students with disabilities; and (3) the designation of an administrative entity.

I certify additional written agreements have been developed and are entered into

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA Yuba County SELPA

Fiscal Year 2021–22

between the multiple LEA SELPA or the COE joined SELPA and all entities participating in the Local Plan pursuant to *EC* Section 56195.7.

All agreements are maintained by the SELPA and will be made available upon request to the CDE.

- C5-2. The LEA superintendent (for a district or COE LEA) or chief administrator (for a charter LEA) ensures the current Local Plan, Section B: Governance and Administration, Section D: Annual Budget Plan, and Section E: Annual Service Plan, including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA Local Plan, including all sections, is posted.

<http://www.mjusd.com/District/Departments/Student-Services/SELPA/index.html>

- C5-3. Certification 5 must be signed by the LEA superintendent (district LEAs) or chief administrator (charter LEAs).

- a. If the submission is an amendment to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan submitted during fiscal year 2021–22, then only the newly affected LEAs are required to submit Certification 5 with the amendment(s).
- b. If the submission is an amendment to Local Plan Section B: Governance and Administration, then all SELPA member LEAs must submit a newly signed Certification 5.

Gary Cena

LEA Superintendent/Chief Administrator

Jun 21, 2021

Date

Catapult CMS Redesign Quote

Client: Marysville Joint Unified School
District

Date: Oct 20, 2020

Contact: Ruda Nelson

Phone: 530.749.6104

Address: 1919 B Street, Marysville, CA
95901

Email: rnelson@mjusd.k12.ca.us

Catapult Contact: Angie Brown

Catapult Email: abrown@catapultk12.com

CMS Redesign Quote	Quantity	Price	Subtotal
DISTRICT DESIGN			
Custom	0	\$4,000.00	\$0.00
• Semi Custom District Design Most Popular: More features & greater customization	1	\$2,000.00	\$2,000.00
Premiere	0	\$899.00	\$0.00



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CatapultK12 | Marysville

Business Services Department

Approval: 

Date: 10/1/21

SCHOOLS DESIGNS & CONTENT REVIEW

Schools Designs	23	\$1,000.00	\$23,000.00
1. ARBOGA ELEMENTARY			
2. BROWNS VALLEY ELEMENTARY			
3. CEDAR LANE ELEMENTARY			
4. COMMUNITY DAY SCHOOL			
5. CORDUA ELEMENTARY			
6. COVILLAUD ELEMENTARY			
7. DOBBINS ELEMENTARY			
8. EDGEWATER ELEMENTARY			
9. ELLA ELEMENTARY			
10. FOOTHILL INTERMEDIATE			
11. JOHNSON PARK ELEMENTARY			
12. KYNOCH ELEMENTARY			
13. LINDA ELEMENTARY			
14. LINDHURST HIGH			
15. LOMA RICA ELEMENTARY			
16. MARYSVILLE CHARTER ACADEMY FOR THE ARTS			
17. MARYSVILLE DISTRICT INDEPENDENT STUDY			
18. MARYSVILLE HIGH			
19. MCKENNEY INTERMEDIATE			
20. OLIVEHURST ELEMENTARY			
21. SOUTH LINDHURST CONTINUATION HIGH SCHOOL			
22. YUBA FEATHER ELEMENTARY			
23. YUBA GARDENS INTERMEDIATE			

DISCOUNTS

Multi-Site Discount	24	-\$200.00	-\$4,800.00
Multi-Product Discount	24	-\$150.00	-\$3,600.00

YEAR 1 TOTAL \$16,600.00

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PAYMENT TERMS

Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay Catapult half of the one-time setup fees upon signing this document and the second half once the project has been completed or two months after the dated quote, whichever comes first. This quote is good for 30-days. Once signed, please email, electronically sign or fax this quote to CatapultK12.

Payment Frequency One-time

Payment Terms Payment Due Net 30 from Receipt of Invoice

CUSTOMER

Signature

Date

Jennifer Passaglia
Name

CBO
Title

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Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]
2021-2022

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report Submission Date:
(check one)

- ☒ October 2021-1st quarter (7/1/21-9/30/21)
☐ January 2022-2nd quarter (10/1/21-12/31/21)
☐ April 2022-3rd quarter (1/1/22-3/31/22)
☐ July 2022-4th quarter (4/1/22-6/30/22)

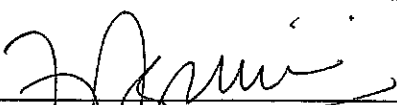
Date for information to be reported publicly at governing board meeting: October 12, 2021

Please check the box that applies:

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

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

Print Name of District Superintendent Dr. Fal Asrani


Signature of District Superintendent

October 1, 2021

Date

AGREEMENT CHANGE ORDER 01

Agreement: Marysville Joint Unified School District Energy Services Agreement
Original Agreement Effective Date: 03/11/2021

Agreement Change Order No.: 01 Lighting Credit, Steel Escalation and Battery Escalation

This Agreement Change Order, made by and between Marysville Joint Unified School District hereinafter designated as "Customer", and SiteLogIQ Inc., hereinafter designated as "Contractor", mutually agree to the following changes in the above contract between the parties; hereinafter called the "Original Agreement":

Change Order #01 provides the following changes to the Original Agreement:

Lighting Credit – The lighting installation is substantially complete, and the following credit is to offset the \$54,382 allowance for additional emergency ballasts District Wide.

(\$54,382) Emergency Ballast Allowance

\$25,592 Addition of 254 dimming ballasts and 890 dimming compatible lamps at Ella, Yuba Feather and Arboga

Material and Equipment Escalation:

\$448,210 Solar structure steel escalation due to Covid-19 pandemic and raw material shortage

\$89,000 Battery storage price escalation due to Covid-19 pandemic and raw material shortage

Total Change Order 01: \$508,420*

Signatures:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name: Jennifer Passaglia Title: Chief Business Official

SITELOGIQ INC. By:

Name: Jeff Dennis _____

Title: Director of Projects

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Instructional Data Coordinator

JOB SUMMARY:

Under the direct supervision of the Executive Director of Educational Services, this position will support the site administration in addressing the achievement gaps while improving teaching and learning. By accurately collecting, organizing, analyzing and reporting student data to drive instructional improvement, specifically aimed at closing educational gaps created by the COVID pandemic, this position allows sites to use data to regain learning loss experienced by students.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (to include, but not limited to)

1. Analyze and prepare reports from local, state, and national assessment data as it relates to individual student performance and school improvement.
2. Develops and maintains historical student and data files from both internal and external assessment systems to monitor and guide instructional improvement efforts.
3. Works with Coordinator of assessment and accountability to interpret and review assessment data with administrators and teachers; support planning of actions.
4. Compiles data from multiple assessments to develop student, subject, grade-level, or school achievement profiles.
5. Works with staff schools, as needed, in one-on-one and group settings to conduct training in the use of data to improve student results and efficacy of MTSS support systems.
6. Ensures the validity of all data presented to staff.
7. Attends, and leads as appropriate, training sessions and site meetings related to assigned responsibilities.
8. Build and maintain AERIES analytics dashboards and rapid data management systems.
9. Models nondiscriminatory practices in all activities.
10. Performs other related duties as assigned.
11. Prepares administrators with critical knowledge and skills related to data-driven decision making.
12. Collaborate with the Coordinator of Assessment and Accountability to drive the development of formative assessments aligned to the State standards.

DEMONSTRATED KNOWLEDGE AND QUALIFICATIONS:

1. Must hold a Bachelor's degree in instructional technology, research and evaluation, mathematics, or related field.
2. Site or district level administrative experience related to school programs
3. Deep knowledge of implementation of State standards
- 4.

5. Must have experience in using academic data to impact instruction and school systems thinking and planning.
6. Knowledge of data processing software & school data systems (AERIES, Illuminate).
7. Skill in explaining testing and statistics to administrators, teachers, and parents.
8. Ability to communicate, both in writing and orally, educational data in a way that facilitates understanding and school improvement.
9. The ability to create and maintain a climate of respect and fairness.
10. Ability to effectively solve problems and determine useful data.
11. Ability to work as a member of a highly functioning team.
12. Understanding of the laws that govern students' state and federal rights.

PHYSICAL ABILITIES

1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to:
2. Lift, carry, push and/or pull items with a strength factor of medium work.
3. Hear and speak to exchange information in person or on the telephone.
4. See to read a variety of materials.
5. Possess dexterity of hands and fingers to operate a computer keyboard.
6. Sit, stand or walk for extended periods of time. • Bend at the waist, kneel or crouch to file materials.
7. Reach above shoulders to file materials.
8. Climb a stool/ladder.

WORK ENVIRONMENT:

1. Long periods of standing, moving about classrooms
2. Lifting of materials and boxes of supplies up to 50 pounds
3. Flexible work schedule may include evenings

OTHER CHARACTERISTICS: Possession of a valid California driver's license; willing to work hours/days including evenings when required; willing to travel locally; willing to work at any employer location or be reassigned.

Board Approved []