

Introduction:

LEA: Marysville Joint Unified School District

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LCAP Year: 2014-15

Local Control and Accountability Plan (LCAP) and Annual Update

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
#1. DISTRICT LEVEL INPUT: <ul style="list-style-type: none"> •Special Board Study Open Session held 1/14/14- Topic: Common Core State Standards/LCAP/LCFF. •2/19/14- Collective Bargaining Units (initial meeting). •3/12/14- Collective Bargaining Units (review their input). • Superintendent Reports to the MJUSD Board of Trustees at regular board meetings. 	#1. DISTRICT LEVEL IMPACT: <ul style="list-style-type: none"> •The MJUSD Board of Trustees attended the annual CSBA conference in December 2013 with a focus on learning all about Common Core State Standards (CCSS), Local Control Funding Formula (LCFF), and the Local Control and Accountability Plan (LCAP). •The special board meeting provided the forum for an open dialogue with the MJUSD Management Team and representatives of our teacher's union (MUTA) regarding the impact of the new CCSS and the LCFF on our district. •The two meetings with our Collective Bargaining Units was an opportunity to request and review input from each unit individually and collectively.

Involvement Process	Impact on LCAP
<p>#2. COMMUNITY LEVEL INPUT: MJUSD held the following community LCAP input meetings:</p> <ul style="list-style-type: none"> •1/23/14- District Advisory Committee (DAC). •2/26/14 Community Input at McKenney Intermediate School. •2/27/14- Community Input at Yuba Gardens Intermediate School. •3/05/14- District English Learner Advisory Committee (DELAC). •Question and Answer period began each community input session with Superintendent and Executive Director of Educational Services. •Online Parent/Staff/Community survey window open from 2/21/14-4/4/14 in English, Hmong, and Spanish for input on LCAP. <p>#3. COMMUNICATION REGARDING LCAP PROCESS:</p> <ul style="list-style-type: none"> •SchoolMessenger from Superintendent on 2/21/14 asking parents to attend input meetings and complete the online survey (9,886 calls were made). Calls were sent out in English, Hmong, and Spanish based on the Home/Language Survey of each student. •Flier for LCAP Community Input sessions sent home with students in English, Hmong, and Spanish on 2/20/14. •MJUSD Fact Sheet with specific programs and/or initiatives regarding the SBE eight priorities was available at each of the community input sessions. <p>#4. SURVEY DATA: Online LCAP survey (www.mjUSD.com) in English, Hmong, and Spanish.</p> <ul style="list-style-type: none"> •Hard copies of online survey were available at school sites in English, Spanish, and Hmong for those households without internet service. •School Newsletters advertised online survey. <p>Final Steps for Board Approval of LCAP:</p> <ul style="list-style-type: none"> •Shared first draft of LCAP with DAC on 5/21/14. •Shared draft with Site Principals and AP on 5/29-30/2014. •First draft of LCAP made available on district website and at school sites for public review on 6/10/14. •Special Board meeting to present final draft and hold public hearing on 6/17/14. •LCAP revisions completed and Superintendent's written response to comments posted on 6/23/14. •LCAP and budget adopted by Board of Trustees on 6/24/14. 	<p>#2. COMMUNITY LEVEL IMPACT:</p> <ul style="list-style-type: none"> •Each of the input meetings was well attended by parents, students, and community members. •A carousal activity had participants moving to three different charts (Engagement, Conditions of Learning, & Learning Outcomes) where they posted Commendations and Areas for Growth. •All suggestions were first sorted by categories, then listed in a second document under one of the Eight SBE Priorities. Copies of both reports of the collected data were posted on the MJUSD website. <p>#3. COMMUNICATION IMPACT REGARDING LCAP:</p> <ul style="list-style-type: none"> •Parents, school site staff, and community members had multiple opportunities to submit their recommendations through a variety of mediums. As such, there was an excellent turn out at the DAC meeting, DELAC meeting, the two Community Input sessions, and responses via the online survey. •The SchoolMessenger calls, fliers regarding the community input sessions, and the online survey were done in one of our three primary languages spoken in the district. (English, Hmong, and Spanish) <p>#4. IMPACT OF SURVEY DATA:</p> <ul style="list-style-type: none"> •Parent, Community, and Staff online surveys were available from 2/21/14-4/4/14, in English, Hmong, and Spanish on the MJUSD website. As such, all survey data has been tabulated and written suggestions have been included in the LCAP planning process. •The school newsletters provided an additional way to inform parents and the community about their ability to participate in the development of the LCAP.

Section 2: Goals and Progress Indicators

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

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What are the LEA's goal(s) to address state priorities?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
As indicated by our community input meetings and survey results, there is an overwhelming desire to:	Goal 1: Provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of the targeted population.							
Need: All teachers will be Title II Highly Qualified. Continue to provide professional development opportunities for all teachers to maintain HQ status. Metric: CMIS report, VPSS completions, PD Records, Master Schedules.		All.	All.		99% of teachers will be highly qualified.	Percentage of highly qualified teachers will improve.	Percentage of highly qualified teachers will improve.	#1. Basic Services. Monitor course schedules and educators credentials. Ongoing enrollment in VPSS as needed.

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Need: Educators need ongoing training in instructional Strategies and Practices. Metric: Professional development records and workshop evaluations. Principal evaluations and observations.		All.	All.		Baseline of educator effectiveness will be established.	Percentage of teachers personally and administratively deemed effective will improve.	Percentage of teachers personally and administratively deemed effective will improve.	#2. Implementation of CCSS. Multiple venues and opportunities for professional development in CCSS and Next Generation Science will be instituted for our certificated staff. Self-monitoring tool needs to be developed.
Need: All students must have access to state and board approved materials. Metric: Instructional Materials Sufficiency report to the board.		All.	All.		100% of students will have access to state and board approved textbooks.	100% of students will have access to state and board approved textbooks.	100% of students will have access to state and board approved textbooks.	#1. Basic Services. Mathematics materials will be purchased in 2014 -15. Common Core and Next Generation instructional materials will be purchased as needed. ELA textbooks will be purchased in 2016-17.
Need: ROP and CTE courses. Metric: Master Schedule.		All.	All.		Maintain current number of ROP and CTE courses at each high school. Establish baseline number of courses per student.	Maintain current number of ROP and CTE courses. Maintain baseline.	Maintain current number of ROP and CTE courses. Maintain baseline.	#5. Pupil Engagement. #6. School Climate. #7. Course Access. ROP and CTE programs will be funded by MJUSD at their current levels to ensure the maintenance of electives at our comprehensive high schools.

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Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
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Need: Reinstatement of the JRAFROTC program at LHS. Metric: Budget records.		All.	All.		Set aside of 50%.	Set aside of 50%.	Budget records defining set aside of 100% of start-up funds \$150, 000.	#5. Pupil Engagement. #6. School Climate. #7. Course Access. One-half of start-up funds will be set aside to reinstate the AFJRROTC program at LHS in 2014-15 and 2015-16. One-year of program costs will be set aside to reinstate the AFJRROTC program at LHS in 2017-18. \$150,000 will be set aside to cover the district annual contribution for reinstating the AFJRROTC program at LHS in 2017-18.

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Need: Access to a music program. Metric: Staffing Records and Master Schedules.		All.	All.		Establish a baseline of students enrolled in music classes.	Improve percentage of students enrolled in music: Intermediate.	Improve percentage of students enrolled in music Intermediate and Elementary.	#5. Pupil Engagement. #6. School Climate. #7. Course Access. Sections of music instruction will be added at K-8 school sites.
Need: K-3 class sizes must maintain no higher than a site average of 24 students per certificated teacher. Metric: Staffing Records and Master Schedules.		All.	All.		Maintain.	Maintain.	Maintain.	#1. Basic Services.
Need: Intervention/acceleration classes. Metric: Staffing Records and Master Schedules.		All.	All.		Metric: Increase, as needed, the number of intervention/acceleration classes at a minimum level of 30 sections/class periods.			#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. With the current staffing formula, intervention/acceleration classes will be reinstated.
Need: Students must have access and enroll in a broad course of study (EC 51220). A-G requirement/CTE. Metric: Staffing Records and Master Schedules.		All.	All.		Maintain.	Maintain.	Maintain.	#2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. Students access and enroll in a broad course of study (EC 51220). A-G requirement/CTE.

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Need: Improved student literacy levels. Metric: Accelerated Reader scores, CAASPP, & API.		All.	All.		Establish baseline for K-12 students in reading at or above grade level.	Increase grade 3-11 students in reading at or above grade level by 3%.	Increase grade 3-11 students in reading at or above grade level by 3%.	#2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. Library software will continue to be funded to increase and accelerate student's literacy levels.
Need: Graduation rates need to improve. Metric: Graduation Rates.		All.	All.		Increased graduation rates from 79.5% to 81%.	Increased graduation rates from 81% to 83%.	Increased graduation rates from 83% to 85%.	#. 5 Pupil Engagement. HQ, PD, Instructional materials, ROP, CTE, ROTC, Music, K-3 CSR, Intervention, acceleration courses, A-G access Technology, Data accountability and assessment system, Facility maintenance, counseling, PBIS listed above will take place as defined under Goal 1, Section 2.
Need: CAHSEE proficiency rates need to improve. Metric: CAHSEE Results.		All.	All.		Increase CAHSEE math rates from 78% to 80%, CAHSEE English rates from 76% to 78%.	Increase CAHSEE math rates from 80% to 82%, CAHSEE English rates from 78% to 80%.	Increase CAHSEE math rates from 82% to 84%, CAHSEE English rates from 80% to 82%.	
Need: Student Attendance needs to improve. Chronic absenteeism and dropout rates need to decrease. Metric: Student attendance records.		All.	All.		Improve student attendance from 95.9% to 96.5%.	Improve student attendance from 96.5% to 97%.	Improve student attendance from 97% to 97.5%.	

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Need: API scores need to improve. Metric: CAASP: API Results.		All.	All.		Metric: Baseline data will be established via State and district assessments in E/LA.	Students in all subgroups, who are not at the proficiency level, will show an increase of 5%.	Students in all subgroups, who are not at the proficiency level, will show an increase of 5%.	#4. Pupil Achievement. HQ, PD, Instructional materials, ROP, CTE, ROTC, Music, K-3 CSR, Intervention/acceleration courses, A-G access, Technology, Data accountability and assessment system, Facility maintenance, counseling, PBIS listed above will take place as defined under Goal 1, Section 2.
Need: Student achievement needs to improve. Metric: CAASP and local benchmark results.		All.	All.		Establish baseline for student achievement data.	Improve.	Improve.	
Need: Increased Advanced Placement and Early Assessment Program passing rates. Metric: Assessment results.		All.	All.		Increased site-level AP exams passage rates from 26% to 30% and increase the Early Assessment exam passage rates in ELA from 0% to 1% and math from 7% to 8%.	Increased site-level AP exams passage rates from 30% to 35% & Early Assessment exam passage rates in ELA from 1% to 2% and math from 8% to 9%.	Increased site-level AP exams passage rates from 35% to 40% & Early Assessment exam passage rate in ELA from 2% to 3% and math from 9% to 10%.	
Need: Improved English learner reclassification rate. Metric: CELDT and Reclassification records.		English Learners.	All.		English Learners rate of reclassification will increase by 2% from 10.5% to 12.5%	Metric: English Learners rate of reclassification will increase by 2% from 12.5% to 14.5%.	Metric: English Learners rate of reclassification will increase by 2% from 14.5% to 16.5%.	

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As indicated by our community input meetings and survey results, there is an overwhelming desire to:	Goal 2: Enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is culturally responsive to all students.	All.	All.					
Need: Facility maintenance. Metric: Deferred Maintenance Plan objectives met.		All.	All.		Deferred maintenance budget established.	Maintain.	Maintain.	#1. Basic Services. Deferred Maintenance budget will be increased to provide the financial resources for the Deferred Maintenance Plan. •Set aside funds to keep our current school facilities (built between 1931 and 1957) in good repair.
Need: Assure compliance, safeguard assets and funding. Metric: Deferred Maintenance Plan objectives met.		All.	All.		Hire.	Maintain.	Maintain.	#1. Basic Services. Hire internal Auditor & Compliance Officer. Hire Categorical Specialist (financial).

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Need: Health services for students with ongoing health issues. Metric: Deferred Maintenance Plan objectives met.		All.	All.		Decreased student to nursing ratio.	Maintain.	Maintain.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. One additional registered nurse will be hired for the 2014-15 school year along with six 0.5 FTE health clerks.
Need: Increased counseling services at the secondary level. Metric: Student to counselor staffing ratios.		All.	All.		Decreased student to counselor ratio.	Maintain.	Maintain.	#6. School Climate. Counseling services will be expanded at comprehensive high schools and extended to the intermediate schools for social/emotional counseling services.
Need: Increased Positive Behavioral Interventions and Supports. Metric: Staffing Records and PBIS Reports.		All.	All.		Establish baseline Tool and baseline.	Improve.	Improve.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. One FTE PBIS District Coordinator will be hired for the 2014-15 school year to coordinate activities at participating school sites and will assist schools with staff training who wish to implement the program next year.
Need: Increase attendance clerks and library clerks. Metric: Staffing records, Accountability measures defined in Section 1.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. Additional staff will be hired.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
Need: Increase administrative support. Metric: Staffing records, Accountability measures defined in Section 1.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. Additional staff will be hired.
Need: Access to technology. Metric: Staffing Records and Master Schedules.		All.	All.		All sites will have wireless access.	Maintain.	Maintain.	#1. Basic Services. #2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #7. Course Access. Wireless access points for technology will be available at all school sites. Academic software will be purchased to improve keyboarding, literacy, and mathematic skills. Annual Technology survey will be administered to determine future site/district technology needs.
Need: Student achievement and accountability management system. Metric: Purchase order/ User evaluations.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	#1. Basic Services. #2. Implementation of CCSS. #4. Pupil Achievement. #8 Other Pupil Outcomes. District Assessment and Accountability Data Management System will continue to updated and improved to provide immediate student assessment data. Report cards and benchmark assessments will be paced to instruction.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
As indicated by our community input meetings and survey results, there is an overwhelming desire to:	Goal 3: Increase parent, family, and community involvement in the education of all students.							
Need: Continued parent access to district and site information. Metric: Districtwide surveys: Stakeholder surveys, DAS, APS, ELSSA, and various translated documents. Increased parent participation at all school functions.		All.	All.		Establish baseline data.	Improve.	Improve.	#1. Basic Services. #2. Implementation of CCSS. #3. Parental Involvement. #4. Pupil achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes. Hire 1.5 FTE district translators/interpreters will be available to sites for translating school and district documents into Spanish (1 FTE) and/or Hmong (0.5 FTE). Sites will continue to promote via newsletters and the SchoolMessenger calling system for parent participation in site-based activities.

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified.

Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

The Marysville Joint Unified School District serves a very diverse student population of approximately 9,400 students in transitional kindergarten through twelfth grade. Approximately 83% of the students in the district qualify for free and reduced price meals and are living below the poverty level. Twenty-two point eight percent of students are designated as English Learners and speak one of twenty-one languages other than English spoken in students' homes. The core instructional program will continue to be taught by Highly Qualified teachers, will focus on the Common Core State Standards, and will strive to provide students with lessons that actively engage them in challenging learning opportunities. The Common Core implementation includes the use of supplemental materials which are rigorous and encourage higher-level thinking, as well as real-life opportunities that allow students to interact using academic language. Professional Development for teachers will continue to support their efforts to fully implement the Common Core and design lessons that actively involve students in their learning and provide opportunities for regular collaboration among students to deepen students' knowledge.

Supports for students below grade level including students with disabilities will be available at all school sites when assessment data identifies the need for such services. Teachers will coordinate a plan to provide necessary interventions and monitor student progress. Teachers will provide additional support for students whose literacy skills are below grade level.

We look forward to reinstating enrichment opportunities as part of the regular instructional program in the Marysville Joint Unified School District. Our ultimate goal is to provide music instruction to students at all grades. In the first three years of the LCAP, music instruction will be focused at the 7-12 grades. We will expand the program to grade K-6 as funds become available in future years. These opportunities will integrate music/arts instruction with the Common Core and ensure students are provided with a well-rounded curriculum. Students who are performing at high levels will continue to be challenged at appropriate levels.

The overall system for delivery of services to children with disabilities at MJUSD are based on a philosophy that has a foundation in the principles of parental involvement, best practice, comprehensive support, and local and state coordination and collaboration. The MJUSD conducts child find activities, evaluates students who are suspected of having a qualifying disability, and offers an individualized education program (IEP) of special education and related services to qualifying students.

Through the IEP process and participation of all required IEP team members including parent, special education teacher, general education (GE) teacher, administrator, and related service providers as necessary, students qualifying for special education are assured of an offer of a Free and Appropriate Public Education in the Least Restrictive Environment. The IEP team works collaboratively to assure that the services and supports identified on the IEP are provided to the student in a manner that provides educational benefit in the Least Restrictive Environment. A full continuum of options is available for consideration by the IEP team including specialized academic instruction, speech-language services, psychology services, occupational therapy, adapted physical education, educationally related mental health services, physical therapy, nursing, assistive technology equipment support, behavior assessment and planning, and itinerant vision services. Specialized itinerant instruction for students who are deaf or hard of hearing is also available, as necessary, through contracted services with Sutter County Superintendent of Schools. For students who are unable to progress at their neighborhood school or another school within the district, the district IEP team considers a referral to the regional special day class program (SDC) with Yuba County Office of Education, or a referral to a Non-Public School

Students with disabilities participate in general education, including nonacademic and extracurricular activities, to the maximum extent possible to promote interaction with the general school population. Placement in special classes, other schools, or other removal of students with disabilities from the regular education environment may occur. This is warranted when the nature or severity of the student's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. When a student is placed in a regional SDC program or a NPS, the IEP team will consider transition back to district programs at each IEP.

Specific information about special education at the district is detailed in the following documents available at the district office and/or the Yuba County SELPA office: 1) Yuba County SELPA Local Plan for Special Education, 2) Yuba County SELPA Local Policies and Procedures, and 3) Yuba County SELPA Eligibility Criteria Handbook.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#1. Basic Services. #2. Implementation of CCSS. #3. Parental Involvement. #4. Pupil achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes	Service: Provide Professional Development to ensure HQ mandates and to deepen educator knowledge of effective instructional strategies, instructional practices, and Common Core instruction including assessment and pacing.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Core funding for Staff Development Days \$600,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 1	#1. Basic Services. #2. Implementation of CCSS.	Action: Support the implementation of Common Core instruction through materials and professional development opportunities.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Instructional Materials-English/Language Arts \$500,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 1	#5. Pupil Engagement. #6. School Climate. #7. Course Access.	Action: Continue to provide programs and services which enrich students' educational experiences and challenge students who are performing at or above grade level and provide for a broad course of study (EC 51220) A-G Requirements.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 3 FTE Grades K-3 (24:1) \$233,700. Funding Source: LCFF Athletics/Activities \$50,000 Funding Source: LCFF Maintain current program through SCOE.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF Add ROP & CTE funding \$400,000.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF Add ROP & CTE funding \$400,000.
Goal 1	#5. Pupil Engagement. #6. School Climate. #7. Course Access.	Service: Teachers who provide specialized instruction in the arts and/or physical education integrated with the Common Core Standards.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF AFJRRUTC Startup Fund \$40,000.	Funding Source: LCFF AFJRRUTC Startup Fund \$40,000.	Funding Source: LCFF AFJRRUTC Year 1 Fund \$155,800.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#5. Pupil Engagement. #6. School Climate. #7. Course Access.	Service: Teachers who provide specialized instruction in the arts and/or physical education integrated with the Common Core Standards.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF AFJRRUTC Startup Fund \$40,000.	Funding Source: LCFF AFJRRUTC Startup Fund \$40,000.	Funding Source: LCFF AFJRRUTC Year 1 Fund \$155,800.
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate.	Service: Continue to provide support for existing school libraries and expand services to support Common Core.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 4.8 FTE Library Clerks \$156,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Action: Provide a school environment which is physically and emotionally safe for students and staff and is culturally responsive to all students and their families.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 1 FTE Nurse \$77,900. Funding Source: LCFF Six .5 FTE Health Aides \$85,200. Funding Source: LCFF 1.5 FTE Assistant Principals \$198,450.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.
Goal 2		Service: Continue to monitor student attendance closely and take appropriate action, including Student Attendance Review Team and Student Attendance Review Board.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 5 FTE Attendance Clerks \$284,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Service: Continue and expand counseling and PBIS services that address bullying prevention and provide conflict resolution strategies.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 1 FTE PBIS Coordinator \$55,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Service: Continue and expand services which meet the social and emotional needs of students through counseling.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: Mental Health 0.5 FTE Mental Health Clinician \$65,000. Funding Source: LCFF 1 FTE Intermediate Counselor \$77,900.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access.	Service: Provide instrumental/vocal music opportunities to intermediate and high school students.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 1 FTE Music teacher \$77,900.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goals 2, 3	#1. Basic Services. #2. Implementation of CCSS. #3. Parental Involvement #4. Pupil achievement. #5. Pupil Engagement. #8. Other Pupil Outcomes.	Service: Continue and expand approaches to communication with parents, including the SchoolMessenger system, School Newsletters, the MJUSD website, and school websites with expanded translation services.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Add District Accountability and Assessment Management System/Survey Monkey/ SchoolMessenger \$200,000. Funding Source: LCFF Destiny software for all school libraries \$32,000. Funding Source: LCFF 1.5 FTE District Translators \$75,000.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.
Goal 2	#1. Basic Services. #2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #7. Course Access.	Service: Wireless access points for technology will be available at all school sites. Academic software will be purchased to improve keyboarding, literacy, and mathematic skills. Annual Technology survey will be administered to determine future site/district technology needs.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF & COPS	Funding Source: LCFF & COPS •Continues districtwide.	Funding Source: LCFF & COPS •Continues districtwide.
Goal 1	#1. Basic Services.	Service: Assure financial compliance, safeguard assets and funding and proper internal controls.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Internal Auditor & Compliance Officer \$98,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.

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Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#1. Basic Services.	Service: Assure program compliance and safeguard targeted and restricted funding.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF & Restricted Funding Categorical Financial Technician- TBD	Funding Source: LCFF & Restricted Funding •Continues districtwide.	Funding Source: LCFF & Restricted Funding •Continues districtwide.
Goal 2	#1. Basic Services.	Service: 2.5% Total Maintenance Budget with 1% allocated specifically for Deferred Maintenance Plan.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF: \$820,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.

B. Identify additional annual actions and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

The MJUSD understands fully the need to provide support for all students. Some students require support for short periods of time in order to comprehend a particular skill or concept. Other students require a system of ongoing supports in order to meet the needs presented by certain circumstances in their lives. Approximately eighty-three percent of students enrolled in the MJUSD live in poverty. Twenty-two percent of the student population live in a home where a language other than English is the language of communication and are determined to be English Learners. MJUSD strives to provide an instructional program to meet the needs of these students and all students who may be underperforming academically. Additional instructional time is planned in order to provide increased access to the Common Core Standards. This additional learning time will also provide opportunities for interventions for targeted students and/or enrichment opportunities. Support services for English Learners are well established in MJUSD. Any teacher assigned to provide ELD, SDAIE, or L1 to EL students must hold the appropriate credential or certificate. Identified EL students in K-12 receive services designed to meet their linguistic and academic needs based on assessments made by the LEA. These teachers provide focused instruction to meet the individual needs of each EL student. Each site with 21 or more EL students must have an English Learner Advisory Committee (ELAC) and a site representative on the District English Language Advisory Committee (DELAC). By serving on these committees, EL parents have a venue for voicing concerns and provide valuable input on how to better meet the needs of their students. It also provides effective means of direct communication between the school and the home. By adding district translators, sites will increase their ability to communicate with our EL parents. Other supports for targeted students include two therapists which provide counseling services for students with social-emotional behavior issues.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access.	Increase learning time for all students districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		No additional cost.	No additional cost.	No additional cost.
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access.	Add instructional time and/or increased student services in order to provide additional learning opportunities for EL students with disabilities and foster youth.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF \$\$ TBD/Negotiable.	Funding Source: LCFF \$\$ TBD/Negotiable.	Funding Source: LCFF \$\$ TBD/Negotiable.

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- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

With 83% of our MJUSD students in the unduplicated count of students in the targeted subgroups, all funding will be used on districtwide efforts to improve student achievement.

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

With 83% of our MJUSD students in the unduplicated count of students in the targeted subgroups, all funding will be used on districtwide efforts to improve student achievement.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

§ 15497. Local Control and Accountability Plan and Annual Update Template.

Introduction:

LEA: Marysville Joint Unified School District Contact (Name, Title, Email, Phone Number): Tim Malone, Principal, tamalone@mjusd.com, 530-749-6156
 LCAP Year: 2014

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
#1. COMMUNITY LEVEL INPUT: MCAA gained stakeholder input for the LCAP in the following ways: <ul style="list-style-type: none"> * Parent Meeting held 2/26/14 * Site Council Meeting held 5/8/14 * School Student Leadership meeting 5/14/14 * Parent Surveys sent home 5/12/14 * Staff Surveys sent out 5/12/14 	<ul style="list-style-type: none"> • Each of the input meetings was well attended by parents, staff, and students. • A carousal activity had participants moving to three different charts (Engagement, Conditions of Learning, and Learning Outcomes) where they posted Commendations and Areas for Growth • At all other meetings, stakeholders were asked to list their top 5 Areas for Growth (biggest needs). They then used the SBE Eight priorities sheet and listed these 5 suggestions (areas for growth) on this sheet in the proper priority priority area, circling their top 3 suggestions. <p>* The above meetings along with the survey data was used to determine the top threee ares for growth.</p>
#2. COMMUNICATION REGARDING LCAP PROCESS: SchoolMessenger sent on 2/21/14 asking parents to attend an input meeting. <ul style="list-style-type: none"> • Flier for LCAP Meeting sent home with students on 2/20/14. • 2/26/2014 Parent Input Meeting • On-line Parent/Staff/Community survey window open from January-April 2014 in 	#2. Communication Impact Regarding LCAP: <ul style="list-style-type: none"> * Parents, school site staff, and students had multiple opportunities to submit their recommendations through various meetings and surveys. * The SchoolMessenger calls and the fliers regarding the parent input meeting were done in English, Hmong, and Spanish).



Involvement Process	Impact on LCAP
<p>English, Hmong, and Spanish for input on LCAP</p> <p>* A Fact Sheet with specific programs and/or initiatives regarding the SBE eight priorities were used at the Parent Input Meeting,</p>	
<p>#3. SURVEY DATA:</p> <p>* A Survey was sent home to parents and available at the office.</p> <p>* A Survey was given to staff and students.</p>	<p>#3 IMPACT OF SURVEY DATA:</p> <ul style="list-style-type: none"> • Parents, school site staff, and students all had opportunities to complete surveys. As such, all survey data has been tabulated and written suggestions have been included in the LCAP planning process. • The SchoolMessenger calls, fliers regarding the parent input session, and the surveys were done in one of our three primary languages spoken in the district. (English, Hmong, and Spanish) <p>* The school newsletter provided an additional way to inform parents and the community about their ability to participate in the development of the LCAP.</p>

Section 2: Goals and Progress Indicators

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
<p>Need: All teachers will be Title 2 Highly Qualified per CMIS report.</p> <p>Need: With the implementation of the new California Common Core State Standards (CCSS), there is a need for aligned common core textbooks and professional development opportunities.</p> <p>Need: As indicated by our stakeholder meetings and survey results, there is an overwhelming desire to:</p> <ul style="list-style-type: none"> * Expand sections and/or course offerings in the arts. * Provide more support to music classes. * Provide more tutoring and other support to struggling students. 	Goal 1: Provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of targeted population.	All Groups	Schoolwide		<p>*Continue to provide professional development opportunities for all teachers to maintain HQ status. Metric: VPSS data/Master schedule</p> <p>Common Core and Next Generation Instructional materials and related software will be purchased. Metric: MCAA students will have a CCSS aligned textbook in math. Metric: Baseline data will be established via State and district assessments in Math.</p> <p>* Multiple venues and opportunities</p>	<p>* Continue to provide professional development opportunities for all teachers to maintain HQ status. Metric: VPSS data/Master schedule</p> <p>* Common Core and Next Generation Materials will be purchased: Metric: MCAA students will have a CCSS aligned textbook in math Metric: Students in all subgroups, who are not at the proficiency level, will show an increase of 3% in math.</p> <p>* Multiple venues</p>	<p>* Continue to provide professional development opportunities for all teachers to maintain HQ status. Metric: VPSS data/Master schedule</p> <p>* 7-12 English Language Arts textbooks will be purchased for each 7-12 student. Metric: 7-12 students will have a CCSS aligned textbook in English Language Arts. Metric: Baseline data will be established via state and district assessments in E/LA. Metric: students in all subgroups, who are not at the</p>	1, 2, 4, 5, 7

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
<p>* Provide more opportunities for field trips to universities and arts schools.</p> <p>* Update and add technology to the classrooms.</p> <p>Metric Measurement:</p> <p>* CMIS Report</p> <p>* Master Schedule</p> <p>* CCCSS assessments</p> <p>* textbook inventories</p> <p>* Technology Survey Results</p> <p>* Professional development attendance records</p> <p>* Tutoring logs</p> <p>* Field trip records</p> <p>* Math proficiency rates are low</p> <p>* Maintain and/or increase Advanced Placement and Early Assessment Program passing rate.</p>					<p>for professional development in CCSS and Next Generation Science will be instituted for our certificated staff throughout the 2014-15 school year.</p> <p>Metric: professional development records and workshop evaluations.</p> <p>Students will have access and enroll in a broad course of study (EC 51220). A-G requirement</p> <p>Metric: Master schedule, maintain graduation rate of 97.8% or higher, maintain CAHSEE English proficiency rate 87% or higher, increase</p>	<p>and opportunities for professional development CCSS and Next Generation Science will be instituted for our certificated staff throughout 2015-16 school year.</p> <p>Metric: Professional development records and workshop evaluations.</p> <p>* Students will have access and enroll in a broad course of study (EC 51220). A-G requirement.</p> <p>Metric: Master schedule, maintain graduation rate of 97.8% or higher, maintain CAHSEE English proficiency rate of 87% or higher,</p>	<p>proficiency level, will show an increase of 3% in math.</p> <p>* Multiple venues and opportunities for professional development in CCSS and Next Generation Science will be instituted for our certificated staff throughout the 2016-17 school year.</p> <p>Metric: Professional development records and workshop evaluations.</p> <p>* Students will have access and enroll in a broad course of study (EC 51220). A-G requirements.</p> <p>Metric: Master schedule, maintain or</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
					<p>CAHSEE math proficiency rate from 78% to 81%, maintain student attendance rate at 98% or higher.</p> <p>* Increased funding for arts classes. Metric: Add two sections of music classes to the master schedule and replace one class with a drumline class.</p> <p>* Increased tutoring for students struggling in math. Metric: CCSS math assessment baseline set, CAHSEE math proficiency rate increase from 78% to 81%, tutoring sign-in sheet of students receiving math</p>	<p>maintain CAHSEE math proficiency rate at 81% or higher, and maintain student attendance at 98% or higher.</p> <p>* Maintain funding for arts classes. Metric: Maintain the addition of two sections of music classes to the master schedule along with the addition of a drumline class.</p> <p>* Continue the increased level of tutoring for students struggling in math. Metric: Students in all subgroups, who are not at the proficiency</p>	<p>increase graduation rate of 97.8% or higher, maintain CAHSEE math proficiency rate of 81% or higher, maintain CAHSEE English proficiency rate of 87% or higher, and maintain student attendance rate of 98%.</p> <p>* Maintain funding for arts classes. Metric: Master schedule.</p> <p>* Continue increased level of tutoring for students struggling in math. Metric: Students in all subgroups.</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
					<p>say student achievement data).</p> <p>* Updated and increased technology in the classroom will allow students to do research on-line, write and edit papers, have more capabilities when using graphic arts software, and help more students using math intervention software. We would also update our photography and video editing classes. (electric sign to communicate with parents)</p> <p>* Academic software will be purchased to improve math</p>	<p>level, will show an increase of 3% in the math CCSS assessment.</p> <p>* Continue to update and add technology for use in the classroom. Metric: Inventory lists, more creative projects, increased standardized test scores.</p>	<p>who are not at the proficiency level, will show an increase of 3% in the math CCSS assessment.</p> <p>* Continue to update and add technology for use in the classroom. Metric: Inventory lists, more creative projects, higher standardized test scores.</p> <p>* Continue to</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
					<p>skills. Metric: Student achievement data.</p> <p>Metric: Establish baseline for 7-12 students in math at or above proficient via CCSS assessments and district benchmarks.</p> <p>Metric: Maintain AP exam passage rate of 50% or higher and increase the EAP English exam college ready rate from 35% to 37% and math from 19% to 21%.</p>	<p>* Continue to purchase online software for struggling math students. Metric: Increased standardized test scores for these struggling students(subgroups).</p> <p>* Metric: Maintain AP exams passage rate of 50% or higher and Early Assessment Program college ready rate in ELA from 37% to 39% and math from 21% to 23%.</p>	<p>purchase yearly online math intervention program for struggling math students. Metric: Increased standardized test scores for these struggling students.</p> <p>* Metric: Maintain AP exams passage rate of 50% or higher and Early Assessment Program passage rates in ELA from 39% to 41% and math from 23% to 25%.</p>	
			Schoolwide					4, 6, 7

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
As indicated by our stakeholder input meetings and survey results, there is an overwhelming desire to: * Add additional rooms to the campus. * Implement the PBIS program. * Maintain the campus in good repair. * Add running water and sinks to two existing classrooms.	Goal 2: Enhance the current learning environment to ensure that our school provides a physically and emotionally safe environment that is culturally responsive to all students.	All Groups including pupils with disabilities, low income pupils, English learners, and foster youth.			* Save funds so that we can add two portables to the campus in order to provide a room for one of our music classes and to allow for an intervention room. Metric: Addition of two rooms as seen on school site map and master schedule. Improved standardized test scores. * Provide training for both staff and students concerning ways to reduce bullying. Implement the PBIS program. Metric: As seen on discipline records, a reduction in the incidence of bullying, and a	* Continue to save funds for two portable classrooms. Metric: Addition of two rooms as seen on school site map and master schedule. Improved standardized test scores. * Continue to implement the PBIS program. Metric: As seen on discipline records, a reduction in the incidence of bullying and a maintained or reduced number of suspensions and expulsions.	* Continue to save funds for two portable classrooms. Metric: Eventual addition of two rooms to the school site map and master schedule. Improved standardized test scores. * Continue to implement the PBIS program. Metric: As seen on discipline records, a reduction in the incidence of bullying and a maintained or reduced number of suspensions and expulsions.	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
					maintained or reduced number of suspensions and expulsions. * Improve the science teachers' ability to perform experiments by bringing running water, countertops, and sinks to two existing science rooms. Metric: Maintain or increase standardized test scores in science.			
As indicated by our stakeholder meetings and survey results, there is a desire to increase parent participation for unduplicated students and individuals with exceptional needs (foster youth, students with disabilities, English learners, and low performing	Goal 3: Increase parent, family, and community involvement in the education of all students.	All Groups including pupils with disabilities, low income pupils, English learners, and foster youth.	Schoolwide		* MCAA will continue to promote via newsletters and the school messenger calling system parent participation in school activities. Metric: Increased parent participation at all	MCAA will continue to promote via newsletters and the school messenger calling system parent participation in school activities. Metric: Increased parent participation at all	* Continue to promote via newsletters and the school messenger calling system parent participation in school activities. Metric: Maintain the high level of parent participation at all	3, 4, 5, 6, 8

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Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014 - 2015	Year 2: 2015-16	Year 3: 2016-17	
students). Metric Measurement: Stakeholder surveys, site council and PTSA sign- in logs, and translated documents.					school functions by 5%. * MCAA working with the PTSA, will save for a digital sign we can use to communicate with parents. Metric: Increased parent participation at all school events by 5%.	school functions by 5%. * MCAA will continue working with the PTSA, in order to save for a digital sign we can use to communicate with parents. Metric: Increased parent participation at all school events by 5%.	school activities. * MCAA will continue to work with the school's PTSA in order to save for a digital sign we will use to communicate with parents. Metric: Maintain the high level of parent participation at all school activities.	

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
 - 2) How do these actions/services link to identified goals and performance indicators?
 - 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
 - 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
 - 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
 - 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
 - 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?
- A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014 -2015	Year 2: 2015-16	Year 3: 2016-17
Goal 1: Provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of targeted population.	1, 2, 4, 5, 7	Action: Support the implementation of Common Core instruction through materials and professional development opportunities.	Schoolwide		Funding Source: LCFF and Common Core Funds Instructional materials for English and math \$34,000.	Funding Source: LCFF & Common Core funds Instructional materials English/Language Arts, math continued.	Funding Source: LCFF Instructional materials continued.
		Action: Send teachers to professional development to deepen their knowledge of effective Common Core instruction, including assessment.	Schoolwide		Funding Source: LCFF & Common Core funds Staff Development Days \$17,280.	Funding Source: LCFF Staff development days continued.	Funding Source: LCFF Staff Development Days continue and add \$1,000 (\$18,280).
		Action: Add two music classes to the master schedule.	Schoolwide		Funding Source: LCFF Increased cost of paying a teacher to instruct two additional music classes \$36,500.	Funding Source: LCFF Cost of paying a teacher to instruct two additional music classes continued and add \$1,000 (\$37,500).	Funding Source: LCFF Cost of paying a teacher to instruct two additional music classes continue and add \$2,500 (\$40,000).
		Action: Add a Drumline class to the master schedule and purchase instruments.	Schoolwide		Funding Source: LCFF Cost of drumline instruments \$5,000.	Funding Source: LCFF Drumline instruments continued.	Funding Source: LCFF Drumline instruments continue and decrease by \$2,000 (\$3,000).
		Action: Provide tutoring for students struggling in math	Schoolwide		Funding Source: LCFF Cost of employing a retired math teacher to tutor struggling students for 4hrs. per day, twice per week. \$8,000.	Funding Source: LCFF Cost of employing a retired math teacher to tutor struggling students for 4hrs. per day, twice per week continued.	Funding Source: LCFF Employ a retired math teacher to tutor struggling math students for 4hrs. per day, twice per week. continued.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014 -2015	Year 2: 2015-16	Year 3: 2016-17
		Action: Provide struggling math students with math intervention software.	Schoolwide		Funding Source: LCFF Cost of purchasing the math intervention software \$2,000.	Funding Source: LCFF Cost of renewing the math intervention online program. continued.	Funding Source: LCFF Renew math intervention online program continue and add \$1,000 (\$3,000).
		Action: Begin replacing outdated and damaged computers used in the Graphic Arts class with refurbished computers.	Schoolwide		Funding Source: LCFF & Common Core funds Purchase 10 refurbished MAC computers for use in the Graphic classes. \$5,000.	Funding Source: LCFF Purchase 10 more refurbished MAC computers for use in Graphic Arts classes continued.	Funding Source: LCFF Purchase 10 refurbished MAC computers for Graphic Arts classes continued.
		Action: Purchase 10 chromebooks for students' use in the classroom.	Schoolwide		Funding Source: LCFF & Common Core funds Purchase 10 chromebooks and a computer cart \$5,050.	Funding Source: LCFF Purchase 10 more chromebooks. reduce by \$1,550 (\$3,500).	Funding Source: LCFF Purchase 10 chromebooks continue \$3,500 and add \$300 (\$3,800).
Goal 2: Enhance the current learning environment to ensure that our school provides a physically and emotionally safe environment that is culturally responsive to all students.	4, 6, 7	Action: Add a music room and an intervention room to our campus.	Schoolwide		Funding Source: LCFF Startup fund for additional classrooms \$45,000.	Funding Source: LCFF Saving for additional classrooms continued.	Funding Source: LCFF Save for additional classrooms continued.
		Action: Add running water, countertops and sinks to two science classrooms.	Schoolwide		Funding Source: LCFF Cost of adding running water, countertops, and sinks to existing two classrooms \$6,000.		
		Action: Implement the PBIS program	Schoolwide		Funding Source LCFF Cost of purchasing the PBIS program \$3,000.	Funding Source: LCFF Cost of renewing the PBIS program continued.	Funding Source: LCFF Renew PBIS program continue and reduce by \$1,000 (\$2,000).

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014 -2015	Year 2: 2015-16	Year 3: 2016-17
Goal 3: Increase parent, family, and community involvement in the education of all students.	3, 4, 5, 6, 8	Action: Promote parent participation in school activities by continuing to purchase the School Messenger System	Schoolwide		Funding Source: LCFF Purchase School Messenger System \$2,000.	Funding Source: LCFF Renew school messenger system. continued.	Funding Source: LCFF Renew School Messenger system continued.
		Action: Increase parent communication by purchasing a digital sign.	Schoolwide		Funding Source: Startup fund for a DSA approved digital sign \$3,000.	Funding Source: LCFF Continue saving for digital sign. continued.	Funding Source: LCFF Save for a DSA approved digital sign. continued.

- B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014 -2015	Year 2: 2015-16	Year 3: 2016-17
Goal 1: Provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of targeted population.	1, 2, 4, 5, 7	Action: Provide extra tutoring help for all struggling students in math, including foster youth, EL learners, Redesignated Fully English Proficient, and low income students.	Schoolwide		Funding Source: LCFF Extra tutoring help. \$8,000.	Funding Source: LCFF Extra tutoring help \$8,000.	Funding Source: LCFF Extra tutoring help. \$8,000.
		Action: The counselor will monitor RFEP students to ensure academic success in meeting grade level CCSS.	Schoolwide		No LCFF funds needed.	No LCFF funds needed	No LCFF funds needed
		Action: Provide foster youth with a staff member who will mentor them throughout the year.	Schoolwide		No LCFF funds needed.	No LCFF funds needed.	No LCFF funds needed.
		Action: Provide all EL, foster youth, RFEP students, and low-income students who are struggling with a Study Skills class in order to help them complete their homework and gain organization skills.	Schoolwide		No LCFF funds needed.	No LCFF funds needed	No LCFF funds needed
		Action: EL students struggling in English will be provided with tutoring in English after school.	Schoolwide		Funding Source: LCFF Cost of a tutoring teacher. \$3600.	Funding Source: LCFF Cost of paying a teacher to tutor. \$3,600.	Funding Source: LCFF Cost of paying a teacher to tutor \$3,600.

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Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year: and are projected to be provided in years 2 and 3? What are the anticipated expenditures for each action: including funding source?		
					LCAP YEAR Year 1: 2014 -2015	Year 2: 2015-16	Year 3: 2016-17
Goal 2: Enhance the current learning environment to ensure that our school provides a physically and emotionally safe environment that is culturally responsive to all students.	4, 6, 7	Action: Save funds to purchase two portable classrooms, one to be used as an intervention room. This room will provide a location for our EL, foster youth, RFEP, and low-income students to receive extra help.	Schoolwide		Funding Source: LCFF Start-up fund for portables \$45,000.	Funding Source: LCFF Start-up funds for two portables. \$45,000.	Funding Source: LCFF Start-up funds for portables. \$45,000.
Goal 3: Increase parent, family, and community involvement in the education of all students.	3, 4, 5, 6, 8	Action: Continue to communicate important meetings and events with all parents through the school newsletter and the school messenger calling system. Translate the newsletter into Spanish or Hmong for EL parents with these languages as their first language.	Schoolwide		Funding Source: LCFF Cost of School Messenger system \$2,000.	Funding Source: LCFF Cost of School Messenger system. \$2,000.	Funding Source: LCFF Cost of School Messenger system \$2,000.
		Action: Increase the number of EL, low-income, RFEP, and foster parents in the PTSA and/or site council.	Schoolwide		No LCFF funds needed.	No LCFF funds needed	No LCFF funds needed

- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

MCAA has a student population consisting of 49% socio-economically disadvantaged and 4% English Learners. We are making much more of an attempt to reach the parents of these students through our newsletter, school messenger calling system, through orientation, and through the eventual purchase of a digital sign, which will communicate important events and meetings.

We are also targeting these students for additional academic help, when needed, by giving them a study skills class so they have extra time to get help and to get their work done. We are purchasing an online intervention program and paying for a retired math teacher to tutor them in order to help them achieve proficiency in math.

All of the above will be paid with LCFF funds.

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

Marysville Charter Academy for the Arts (MCAA) will engage in several actions designed to provide learning opportunities that result in increased academic achievement and ensure quality instruction for all students, including support systems, which meet the needs of targeted populations. The LCFF funds and Common Core money will help us accomplish this.

MCAA will support the implementation of Common Core instruction by providing teacher training, increase collaboration time, and materials adoptions. English and math teachers will observe each other, while making note of effective and engaging teaching practices, and team teach at least once during the school year. EL and other at-risk students will be discussed at these collaborative meetings in order to find ways to engage them, relate lessons to them, and to provide them with needed scaffolding, including help from both student and adult tutors.

MCAA will add two additional music classes by paying a teacher to instruct two more music classes. We will also add a drumline class. We, at MCAA, believe this will help keep even more of our students engaged in academics because they will be able to gain more pleasure and self-esteem from taking the classes they love, building more of a connection to school. This is developing the "whole person."

Math is the one area that many of our students have difficulty. In order to help students struggling in math, we will hire a retired math teacher to work with many of these students. He will come twice per week for 4 hours each day. The math teachers will identify struggling students and use a math online intervention program, strategically, in order to help these students become proficient.

Again, because we believe the arts engages our students in what they love, and because it is time to replace our MAC computers used in our Graphic Arts classes, we will purchase 10 refurbished MAC computers each year for the next 3 years. We will also purchase 10 chromebooks so that students can research topics, create presentations, write and edit their work, and use an intervention online math program.

We will know we have been successful when our CAHSEE math proficiency rate for 10th graders is at 81% or higher, our CAHSEE English proficiency rate for 10th graders is at 87% or higher, and standardized test scores in math increase, for all subgroups, each year after the baseline is set in 2014-15. We also expect our AP exams passage rate to remain at 50% or higher. The EAP English college ready rate is at 41% or higher and our EAP math college ready rate is at 25 % or higher.

MCAA also needs to enhance the current learning environment to ensure that our school provides a physically and emotionally safe environment that is culturally responsive to all students. MCAA will save funds, over the next several years, so that we can add two additional rooms to the campus. This will allow us to add the music classes mentioned previously and also allow other areas of music to expand. Again, this will give all students, but particularly those struggling, a reason to come to school and love it. We also need to add running water, countertops, and sinks to two existing science classrooms. This will allow teachers and students to conduct more engaging experiments, thus increasing student achievement for all.

Bullying is a problem, especially with middle school students, so in order to reduce the occurrence of this and to reduce all negative behavior, we will purchase and implement the PBIS program.

Our stakeholders have also said they want to increase parent, family, and community involvement in the education of all of our students. In order to do this, MCAA and the PTSA will save money each year in order to eventually purchase a digital sign. MCAA will save half the funds needed for a digital sign and the PTSA will fundraise and save the other half. The digital sign will communicate important meetings, events, and fundraisers. MCAA will also continue to communicate to parents through its newsletter, the school messenger system, and its web site. Parent involvement is a crucial part of life at MCAA.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.



Mailing Address: 4525 Auburn Blvd,
Sacramento, CA 95841
Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months - See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
ADDRESS:	1919 B STREET MARYSVILLE, CA 95901
PHONE:	530-749-6130
EMAIL:	KCARTWRIGHT@MJUSD.K12.CA.US
CONTACT:	KATHY CARTWRIGHT
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
Lorna Rica Elementary School	
ADDRESS:	5150 Fruitland Road
MARYSVILLE, CA 95901	
PHONE:	530-741-6144 EXT 4201
CONTACT:	VICKI Favella, Secretary e-mail: vfavella@mjUSD.com

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED:	
AR-M550N SCANNING, PRINTING, STAPLE FINISHER	
BASE MONTHLY FEE:	166.66 per month, billed quarterly
COPIES / PRINTS INCLUDED IN BASE FEE:	10,000 per month, 30,000 per quarter
OVERAGE RATE:	0.0045
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

RENTAL TERMS & CONDITIONS

1. Rental agreement charges are payable net term 30 days (10) days of invoice for the services described below. First payment due prior to or upon delivery.
2. Payable during the term of this agreement, Smile will provide, without additional charge, supplies (excluding paper & staples) and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
3. All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
4. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God or any other event beyond its control.
5. This agreement may not be assigned by the Customer. ATTA
6. Rental rates are subject to an annual rate increase of no more than 10%, per year for the first five years of service.
7. This agreement pricing excludes applicable sales taxes.
8. The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
9. Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancelable for 1 year. At the end of 1 year, Customer may continue the rental, or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
10. This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
11. Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
12. This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. in the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 10 days of the pick-up of the rented equipment.

Customer's Signature Gay Todd Date June 17, 2014
Smile Sales Rep.'s Signature _____ Date _____
Smile Official Signature 45 Date _____

Smile Business Product - General Terms and Conditions

1. RELATIONSHIP OF PARTIES. Smile Business Products, Inc. (*SMILE*) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services (Agreement) with SMILE. Further, (a) SMILE shall retain independent professional status throughout the term of any agreement, and shall use its own tools and discretion in performing the tasks assigned, including manner, methods and times of such performance, (b) SMILE's employees are not employees of Client and are ineligible for any Client employee benefits, (c) SMILE will report as income to the appropriate government agencies all compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fees to SMILE for taxes, insurance, bonds or any other subscription of any kind.

2. SALE OF TANGIBLE PRODUCTS AND SERVICES. SMILE reserves the right to sublet Customer's application to a third party leasing company of its choice for the purposes of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the leasing company, Customer agrees to cooperate with SMILE and said leasing company in the execution of all documents and compliance with all further additional reasonable conditions imposed by said leasing company. If any, to complete the financing transaction. Upon the execution of a financing agreement or receipt of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those tangible goods and services represented (a) on the sales document acknowledged in writing by the Customer or (b) ordered by the Customer on the SMILE website until their unique username and password. Identification of goods under Section 2301 of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event that Customer does not provide good and timely payment according to the payment terms specified on the Customer invoice provided by SMILE. ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE. Buyer agrees not to sell, assign or dispose of tangible products or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's discretion and approval, supply items, currently stocked by SMILE, unused and in their original packaging may be returned subject to a 25% restocking fee.

3. DELIVERY OF SERVICES. SMILE agrees to provide to the Customer, during SMILE's normal business hours, the maintenance and repair services caused by normal operational use necessary to keep covered Equipment in, a restorer covered Equipment to, good working order in accordance with SMILE's policies then in effect. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, SMILE shall have a reasonable time within which to respond. Service requested at times other than during SMILE's normal business hours shall be furnished at SMILE's discretion AT AN ADDITIONAL CHARGE at the established rates for labor and travel then in effect. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by SMILE. If required and covered, parts will be furnished on an exchange basis and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacements due to abuse will be charged to the Customer on a pro-rated basis. Maintenance service provided under any SMILE Agreement does not assure the uninterrupted operation of the Equipment.

4. MANAGED SERVICES AGREEMENT TYPES. SMILE offers five types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) Single-Unlimited Managed Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these annual contract agreements renew automatically each year and contain additional terms and conditions that apply directly to the service being offered (see individual agreements for details).

5. TERMS AND ACCEPTANCE. Any agreement (see Item 4 for types) shall become effective upon receipt of payment of the first invoice billing, and shall continue for one full year (365 days). Payment of each invoice verifies customer acceptance of the General Terms and Conditions on the reverse side of every invoice as the General Terms and Conditions may change from time to time. SMILE reserves the right to change its General Terms and Conditions from time to time as business conditions dictate and considers the publishing of the General Terms and Conditions on the back of every invoice as well as on its website to be adequate notice to customers of any such changes. All agreements (see Item 4 for types) automatically renew on the anniversary date, and are subject to a renewal increase. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement terms, terms and conditions. Payment of a renewal invoice verifies customer acceptance of any revised rates, terms and conditions.

6. GUARANTEES AND ASSUMPTION OF LIABILITY. In the delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 95% between the hours of 8:00 am and 5:00 pm. To request response time and uptime verifications, please email your request to services@smilelog.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first five years (applies solely to equipment purchased new from Smile). If SMILE fails to perform on the above guarantees, the Customer may cancel any agreement (see type in Item 4) immediately, without providing a thirty (30) day written notice. SMILE shall not be responsible for, nor should SMILE have any liability arising from delays or failure to render service due to strikes, labor disputes, accidents, wars, riots, civil commotion, fire, flood, storm, Act of God or other causes beyond its control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered Equipment.

7. CANCELLATION. Customer shall have the right to cancel any agreement type in Item 4 at any time by providing a 30 day written notice, a final meter reading (if applicable), and paying all final charges. If any agreement is cancelled prior to its annual anniversary date, Customer shall be obligated to pay the greater of (i) the pro-rated Maintenance Agreement, or (ii) service calls, and parts and supplies ordered (less any unused toner that is returned to SMILE), since the last anniversary date, billed at SMILE's time and material rates then in effect. SMILE reserves the right to cancel any agreement with a written notice to Customer. Warranties are not pro-tenable on cancellation.

8. EXCLUSIONS TO SERVICE. Maintenance and warranty service provided by SMILE under any type of service agreement does not include:

- Repair of damage or increase in service time due caused by failure of the Customer to provide (i) a continually suitable environment, for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (ii) failure to provide appropriate electrical power, air conditioning, or humidity control.
- Repair of damage or increase in service caused by: accident (including but not limited to power surges (unless machine has a SMILE approved power filter installed), abuse, misuse, moving, etc.), disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed, and unauthorized modifications or repair by persons other than authorized SMILE representatives.
- Printing or refilling the covered Equipment, inserting affected equipment, performing services connected with refilling of Equipment, or adding or removing accessories, attachments or other devices.
- Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies, toner brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification.
- Complete unit replacement or overhauling the covered Equipment (unless otherwise specified).
- Electrical work external to the covered Equipment or maintenance of accessories, attachments or

other devices not furnished by SMILE.

- Increase in service time or repeat calls caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site.
- Connectivity, application, printer driver, or any network device support in relation to any product sold by Smile (unless otherwise specified).
- Connectivity, application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software not sold by SMILE (unless otherwise specified).

j) Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).

k) Replenishment of toner, staple cartridges or paper, or emptying toner collection bottles.

- Maintenance agreements do not include toner collection bottles, staples or paper (unless specifically noted in writing and on the invoice).

The foregoing items excluded from maintenance service if performed by SMILE will be charged to the Customer at Smile's applicable time and materials rates and terms then in effect.

9. WARRANTY. For new equipment purchased from SMILE where a maintenance agreement is not purchased at the time of sale, any repairs required within 90 days of purchase will be performed under a manufacturer warranty that includes only labor and materials to diagnose and/or replace a defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or sample was shown to Customer, that model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. THE GOODS SOLD UNDER ANY SMILE AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. INVOICE CHARGES. Customer agrees to pay invoices for products and services within the terms stated on the invoice in accordance with a signed sales proposal, a signed sales order, an online purchase made through SMILE's password secured website, and/or a signed agreement (see Item 4 for types). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay a late charge of 18% of the payment otherwise due. A fee of \$25 shall be charged for each returned check or declined credit card charge. Customer also agrees to pay for overdue charges (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.

11. METER READINGS. Where required to assure accurate invoicing, meter readings shall be provided by Customer at the request of SMILE, or Customer shall agree to have remote meter gathering software installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter and bill Customer accordingly, or to dispatch a technician to the Customer's location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the Customer's location to retrieve a meter reading, Customer agrees to pay SMILE a \$60 meter retrieval fee per machine.

12. EXCESSIVE TONER USAGE. With respect to toner isolated maintenance or rental agreements, SMILE reserves the right to charge Customer for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.

13. TONER SHIPPING CHARGES. All toner is shipped via UPS ground when ordered by the Customer at the shipping and handling rate then in effect, unless Customer is under an agreement that includes a SMILE Support Fee, in which case, the shipping charges are waived. If delivery is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at Smile's current per call rate will be charged.

14. POWER FILTER. If a power filter is provided in an agreement as part of a SMILE Support Fee this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer or by non-payment of maintenance agreement billings, the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. If, for power or data line related incident causes irreparable damage to the Customer's equipment while a SMILE power filter is in use, the Customer will receive a replacement machine of like features at no charge. The specific terms and conditions for replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00.

15. TRANSMISSION OR MOVEMENT OF EQUIPMENT. Any transfer or movement of covered equipment to another location outside of SMILE's service area will exclude the equipment from service under any agreement (see Item 4 for types). Customer is responsible for notifying SMILE immediately if Customer has transferred or moved any covered equipment to a different location.

16. TRANSFER OR ASSIGNMENT OF AGREEMENT. This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to delegate its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.

17. DATA SECURITY. In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all disk drives or magnetic media in computers and multifunction equipment be securely removed prior to the disposal of such equipment. Customer is responsible for selecting the appropriate removal standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to comply with this provision. SMILE offers certain methods of data removal at chargeable rates. Data removal is not included as part of any SMILE agreement (see Item 4 for types).

18. BENTON AGREEMENT. This agreement to general terms and conditions supersedes and terminates any and all prior terms and conditions agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral statement has been made to it that in any way tends to waive any of the terms or conditions of the agreement, and that this agreement constitutes the final written expression of all general terms and conditions of the agreement, and it is a complete and exclusive statement of those terms and conditions. These general terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the services to be provided hereunder. No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of SMILE and Customer.

19. GOVERNING LAW, JURISDICTION, VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in Sacramento, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.

20. SEVERABILITY; SURVIVAL OF TERMS. Should any term in this document be deemed unenforceable, that fact shall not preclude the enforceability of all remaining terms. Terms 1, 2, 3, 4, 5, 6, 8, 9, 14, 17, 18, 19, 20 shall survive the cancellation or termination of any agreement with SMILE.

X:_____

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Mailing Address: 4525 Auburn Blvd,
Sacramento, CA 95841

Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months - See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
ADDRESS:	1919 B STREET MARYSVILLE, CA 95901
PHONE:	530-749-6130
EMAIL:	KCARTWRIGHT@MUSD.K12.CA.US
CONTACT:	KATHY CARTWRIGHT
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
ADDRESS:	INDEPENDENT STUDY PROGRAM 1919 B STREET MARYSVILLE, CA 95901
PHONE:	530-740-6489
CONTACT:	Grace Inman, Secretary e-mail: grinman@mjUSD.com

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED: AR-M550N SCANNING, PRINTING, STAPLE FINISHER	
BASE MONTHLY FEE: 166.66 per month, billed quarterly	
COPIES / PRINTS INCLUDED IN BASE FEE: 10,000 per month, 30,000 per quarter	
OVERAGE RATE:	0.0045
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

30 days

RENTAL TERMS & CONDITIONS

1. Rental agreement charges are payable net ten (10) days of invoice for the services described below. First payment due prior to or upon delivery.
2. Payable during the term of this agreement, Smile will provide, without additional charge, supplies, (excluding paper & staples), and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
3. All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
4. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control.
5. This agreement may not be assigned by the Customer. <i>ALTER</i>
6. Rental rates are subject to an annual rate increase of no more than 10% <i>per year for the first five years of service.</i>
7. This agreement pricing excludes applicable sales taxes.
8. The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
9. Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancelable for 1 year. At the end of 1 year, Customer may continue the rental, or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
10. This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
11. Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
12. This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. In the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 10 days of the pick-up of the rented equipment.

Customer's Signature	Gay Todd	Date	June 17, 2014
Smile Sales Rep.'s Signature		Date	
Smile Official Signature		Date	

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1. **RELATIONSHIP OF PARTIES.** Smile Business Products, Inc. (**SMILE**) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services (**Agreement**) with SMILE. Further, (a) SMILE shall retain independent professional status throughout the term of any agreement and shall use its own tools and discretion in performing the tasks assigned, including manner, methods and times of such performance, (b) SMILE's employees are not employees of Client and are ineligible for any Client employee benefits, (c) SMILE will report as income to the appropriate government agencies all compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fees to SMILE for taxes, insurance, bonds or any other subscription of any kind.
 2. **SALE OF TANGIBLE PRODUCTS AND SERVICES.** SMILE reserves the right to submit Customer's application to a third party leasing company of its choice for the purposes of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the leasing company, Customer agrees to cooperate with SMILE and lease leasing company in the execution of all documents and compliance with all further additional, reasonable conditions imposed by said leasing company. If any, to complete the financing transaction. Upon the execution of a financing agreement or receipt of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those tangible goods and services represented (a) on the sales document acknowledged in writing by the Customer or (b) ordered by the Customer on the SMILE website using their unique username and password. Identification of goods under Section 2501 of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event that Customer does not provide good and timely payment according to the payment terms specified on the Customer invoice provided by SMILE. **ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE.** Buyer agrees not to sell, assign or dispose of tangible products or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's discretion and approval, supply terms, currently stocked by SMILE, unused and in their original packaging may be returned subject to a 25% restocking fee.
 3. **DELIVERY OF SERVICES.** SMILE agrees to provide to the Customer, during SMILE's normal business hours, the maintenance and repair services caused by normal operation and use of Customer's business hours. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, SMILE shall have a reasonable time within which to respond. Service requested at times other than during SMILE's normal business hours shall be furnished at SMILE's discretion AT AN ADDITIONAL CHARGE at the established rates for labor and travel then in effect. Maintenance will include lubrication, adjustment, and replacement of maintenance parts deemed necessary by SMILE. If required and covered, parts will be furnished on an exchange basis, and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacements due to abuse will be charged to the Customer on a pro-rated basis. Maintenance service provided under any SMILE Agreement does not assure the uninterrupted operation of the Equipment.
 4. **MANAGED SERVICES AGREEMENT TYPES.** SMILE offers five types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) Shift/unshifted Managed Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these annual contract agreements renew automatically each year and contain additional terms and conditions that apply directly to the service being offered (see individual agreements for details).
 5. **TERMS AND ACCEPTANCE.** Any agreement (see Item 4 for types) shall become effective upon receipt of payment of the first invoice billing, and shall continue for one full year (365 days). Payment of each invoice verifies customer acceptance of the General Terms and Conditions on the reverse side of every invoice as the General Terms and Conditions may change from time to time. SMILE reserves the right to change its General Terms and Conditions from time to time as business conditions dictate, and considers the publishing of its General Terms and Conditions on the back of every invoice as well as on its website to be adequate notice to customers of any such changes. All agreements (see Item 4 for types) shall be subject to adequate notice to customers of any such changes. A renewal invoice is automatically renews on the anniversary date and are subject to a renewal increase. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement rates, terms and conditions. Payment of a renewal invoice verifies the customer acceptance of any revised rates, terms and conditions.
 6. **GUARANTEES AND ASSUMPTION OF LIABILITY.** In the delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 95% between the hours of 8:00 am and 5:00 pm. To request response time and uptime verifications, please email your request to servicecenter@smile.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first five years (applies solely to equipment purchased new from Smile). If SMILE fails to perform on the above five years (applies solely to equipment purchased new from Smile) (see type in Item 4) immediately, without providing a thirty (30) day written notice, SMILE shall not be responsible for, nor should SMILE have any liability arising from delay or failure to render service due to strikes, labor disputes, accidents, war, fire, civil commotion, fire, flood, storm, acts of God or other causes beyond its control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered Equipment.
 7. **CANCELLATION.** Customer shall have the right to cancel any agreement type in Item 4 at any time by providing a 30 day written notice, a final meter reading (if applicable), and paying all final charges. If any agreement is cancelled prior to its annual anniversary date, Customer shall be obligated to pay the greater of (i) the pro-rated Maintenance Agreement, or (ii) service calls, and parts and supplies ordered (less any unused toner that is returned to SMILE), since the last anniversary date billed at Smile's time and material rates then in effect. SMILE reserves the right to cancel any agreement with a written notice to Customer. Warranties are not pro-reflective on cancellation.
 8. **EXCLUSIONS TO SERVICE.** Maintenance and warranty service provided by SMILE under any type of service agreement does not include:
 - a) Repair of damage or increase in service time due caused by failure of the Customer to provide (1) a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (i) failure to provide appropriate electrical power, air conditioning, or humidity control.
 - b) Repair of damage or increase in service caused by accident (including but not limited to power surges (unless machine has a Smile approved power filter (specially, abuse, misuse, moving, etc.), disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed, and unauthorized modifications or repair by persons other than authorized SMILE representatives.
 - c) Painting or refinishing the covered Equipment, inspecting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
 - d) Repair of damaged, replaceable parts (due to other than normal wear) or repetitive service calls compliance with manufacturer's specifications.
 - e) Complete with replacement or overhauling the covered Equipment (unless otherwise specified).
 - f) Electrical work external to the covered Equipment or maintenance of necessities, attachments or
- other devices not furnished by SMILE.
- a) Increase in service time or repeat calls caused by Customer denial of full and free access to the Equipment or denial of disassembly from Customer's site.
 - b) Connectivity, application, printer driver, or any network device support in relation to any product sold by Smile (unless otherwise specified).
 - c) Connectivity, application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software not sold by SMILE (unless otherwise specified).
 - d) Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).
 - e) Replacement of toner, staple cartridges or paper, or emptying toner collection bottles.
 - f) Maintenance agreements do not include toner collection bottles, staples or paper (unless specifically noted in writing and on the invoice).
- The foregoing items excluded from maintenance service. If performed by SMILE, will be charged to the Customer at Smile's applicable time and materials rates and terms then in effect.*
9. **WARRANTY.** For new equipment purchased from SMILE where a maintenance agreement is not purchased at the time of sale, any repair required within 90 days of purchase will be performed under a manufacturer's warranty that includes only labor and materials to diagnose and/or replace a defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or sample was shown to Customer, that model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. **THE GOODS SOLD UNDER ANY SMILE AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **INVOICE CHARGES.** Customer agrees to pay invoices for products and services within the terms stated on the invoice in accordance with a signed sales proposal, a signed sales order, an online purchase made through SMILE's password secured website and/or a signed agreement (see Item 4 for types). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay all late charges of 1% of the payment otherwise due. A fee of \$25 shall be charged for each returned check or declined credit card charge. Customer also agrees to pay for overnight charges (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable state taxes.
11. **METER READINGS.** Where required to insure accurate inventory, meter readings shall be provided by Customer at the request of SMILE, or Customer shall agree to have remote meter gathering software installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter and bill Customer accordingly, or to dispatch a technician to the Customer's location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the Customer's location to retrieve a meter reading, Customer agrees to pay SMILE a \$60 meter retrieval fee per machine.
12. **EXCESSIVE TONER USAGE.** With respect to toner included maintenance or rental agreements, SMILE reserves the right to charge Customer for toner requested during the term of this agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.
13. **TONER SHIPPING CHARGES.** All toner is shipped via UPS ground when ordered by the Customer at the shipping and handling time then in effect, unless Customer is under an agreement that includes a SMILE Support Fee, in which case, the shipping charges are waived. If Customer is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at Smile's current per call rate will be charged.
14. **POWER FILTER.** If a power filter is provided in an agreement as part of a SMILE Support Fee this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer or by non-payment of maintenance agreement billings, the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. If a power or data line related incident causes irreparable damage to the Customer's equipment while a SMILE power filter is in use, the Customer will receive a replacement machine of like features at no charge. The specific terms and conditions for replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00.
15. **TRANSFER OR MOVEMENT OF EQUIPMENT.** Any transfer or movement of covered equipment to another location outside of SMILE's service area will exclude the equipment from service under any agreement (see Item 4 for types). Customer is responsible for notifying SMILE immediately if Customer has transferred or moved any covered equipment to a different location.
16. **TRANSFER OR ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to delegate its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.
17. **DATA SECURITY.** In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all data drives or magnetic media in computers and multifunction equipment be securely removed prior to the disposal of such equipment. Customer is responsible for selecting the appropriate removal standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to comply with this provision. SMILE offers certain methods of data removal at chargeable rates. Data removal is not included as part of any SMILE agreement (see Item 4 for types).
18. **ENTIRE AGREEMENT.** This agreement to general terms and conditions supersedes and terminates any and all prior terms and conditions agreements. If any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral statement has been made to it that in any way tends to vary any of the terms or conditions of the agreement, and that this agreement constitutes the final written expression of all general terms and conditions of the agreement, and it is a complete and exclusive statement of those terms and conditions. These general terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the services to be provided hereunder. No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of this Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of SMILE and Customer.
19. **GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in Sacramento, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.
20. **SEVERABILITY; SURVIVAL OF TERMS.** Should any term in this document be deemed unenforceable, that fact shall not preclude the enforceability of all remaining terms. Terms 1,2,3,4,5,6,9,14,17,18,19,20 shall survive the cancellation or termination of any agreement with SMILE.

X. _____

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Mailing Address: 4525 Auburn Blvd,
Sacramento, CA 95841
Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months - See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MJUSD
ADDRESS:	1919 B Street
PHONE:	530-749-6107
EMAIL:	kcartwright@mjusd.k12.ca.us
CONTACT:	Kathy Cartwright
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
ADDRESS:	Nutrition Services 1919 B St.
PHONE:	530-749-6178
CONTACT:	Amber Watson

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED: Sharp AR-M355 scanning, printing, staple finisher	
BASE MONTHLY FEE:	106.25 per month, billed quarterly
COPIES / PRINTS INCLUDED IN BASE FEE:	5,000 per month 1,500 per quarter 15,000 (PB)
OVERAGE RATE:	0.0055
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

RENTAL TERMS & CONDITIONS

1. Rental agreement charges are payable net ten (10) days of invoice for the services described below. First payment due prior to or upon delivery.
2. Payable during the term of this agreement, Smile will provide, without additional charge, supplies, (including paper & staples), and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
3. All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
4. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control.
5. This agreement may not be assigned by the Customer. *Amber*
6. Rental rates are subject to an annual rate increase of no more than 10% ~~per year~~ *per year* for the first five years of service.
7. This agreement pricing excludes applicable sales taxes.
8. The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
9. Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancellable for 1 year. At the end of 1 year, Customer may continue the rental, or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
- 10 This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
- 11 Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
- 12 This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. in the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 10 days of the pick-up of the rented equipment.

Customer's Signature	Gay Todd	Date	June 17, 2014
Smile Sales Rep.'s Signature	Superintendent	Date	
Smile Official Signature		Date	

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1. RELATIONSHIP OF PARTIES. Smile Business Products, Inc. (SMILE) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services (Agreement) with SMILE. Further, (a) SMILE shall retain independent professional status throughout the term of any Agreement and shall use its own tools and discretion in performing the tasks assigned, including manner, methods and time of such performance; (b) SMILE employees are not employees of Client and are ineligible for any Client employee benefits; (c) SMILE will report as income to the appropriate government agencies all compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fees to SMILE for taxes, insurance, bonds or any other miscellaneous of any kind.

2. SALE OF TANGIBLE PRODUCTS AND SERVICES. SMILE reserves the right to submit Customer's application to a third party lending company of the choice for the purposes of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the lending company, Customer agrees to cooperate with SMILE and said lending company in the execution of all documents and compliance with all further additional reasonable conditions imposed by said lending company. If any, to complete the financing transaction. Upon the execution of a financing agreement or receipt of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those intangible goods and services represented (a) on the document acknowledged in writing by the Customer or (b) ordered by the Customer on the SMILE website using their unique username and password. Identification of goods under Section 2501 of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event that Customer does not provide good and timely payment according to the payment terms specified on the Customer Invoice provided by SMILE. ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE. Buyer agrees not to sell, assign or dispose of tangible products or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's direction and approval, supply items, currently stocked by SMILE, ordered and in their original packaging may be returned subject to a 25% restocking fee.

3. DELIVERY OF SERVICES. SMILE agrees to provide to the Customer, during SMILE's normal business hours, the maintenance and repair services caused by normal operational use necessary to keep covered Equipment in, or restore covered Equipment to, good working order in accordance with SMILE's policies that in effect. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call remedial maintenance for each unscheduled service call requested by the Customer. SMILE shall have a reasonable time within which to respond. Service requested at times other than during SMILE's normal business hours shall be furnished at SMILE's discretion AT AN ADDITIONAL CHARGE at the established rates for labor and travel time in effect. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by SMILE. If required and covered, parts will be furnished on an exchange basis, and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacements due to SMILE will be charged to the Customer on a pro-rated basis. Maintenance service provided under any SMILE Agreement shall not assure the uninterrupted operation of the Equipment.

4. MAINTAINED SERVICES AGREEMENT TYPES. SMILE offers five types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) SmileShielded Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these annual contract agreements review automatically each year and contain additional terms and conditions that apply directly to the service being offered (see individual agreements for details).

5. TERMS AND ACCEPTANCE. Any agreement (see Item 4 for types) shall become effective upon receipt of payment of the first invoice billing, and shall continue for one full year (365 days). Payment of each invoice reflects customer acceptance of the General Terms and Conditions on the reverse side of every invoice as the General Terms and Conditions may change from time to time. SMILE reserves the right to change the General Terms and Conditions from time to time on a business-to-business basis, and considers the publishing of the General Terms and Conditions on this website as notice as well as on the website to be adequate notice to subscribers of any such changes. All agreements (see Item 4 for types) automatically renew on the anniversary date, and are subject to a renewal process. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement rates, terms and conditions. Payment of a renewal invoice reflects customer acceptance of any revised rates, terms and conditions.

6. GUARANTEES AND ASSUMPTION OF LIABILITY. In its delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 93%, between the hours of 8:00 am and 5:00 pm. 2x request response time and uptime specifications, please email your request to service@smilebiz.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first five years (beginning only to equipment purchased new from Smile). If SMILE fails to perform on the above guarantee, the Customer may cancel any agreement (see type in Item 4) immediately, without providing a thirty (30) day written notice. SMILE shall not be responsible for, nor should SMILE have any liability arising from delays or failure to render service due to strikes, labor disputes, accidents, war, riots, civil commotion, fire, flood, storm, Acts of God or other causes beyond its control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered Equipment.

7. CANCELLATION. Customer shall have the right to cancel any agreement type in Item 4 at any time by providing a 30 day written notice, a final meter reading (if applicable), and paying all final charges. If any agreement is cancelled prior to the annual anniversary date, Customer shall be obligated to pay the greater of (i) the pro-rated Maintenance Agreement, or (ii) service call, parts and supplies ordered (then any unused term that is returned to SMILE), along the last anniversary date, billed at SMILE's time and material rates then in effect. SMILE reserves the right to cancel any Agreement with a written notice to Customer. Wherein is not pro-ratable on cancellation.

8. BACKUP/ON TO SERVICE. Maintenance and warranty service provided by SMILE under any type of service agreement does not include:

- Repair of damage or increase in service time due caused by failure of the Customer to provide (i) a continuously available environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (ii) failure to provide appropriate electrical power, air conditioning, or humidity control;
- Repair of damage or increase in service caused by accident (including but not limited to power surges (unless machine has a built-in approved power filter installation, surge, static, noise, etc.), disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered equipment contrary to the manufacturer's operating guide or for purposes other than that for which designed, and unauthorized modifications or repair by persons other than authorized SMILE representatives;
- Handling or rehandling the covered Equipment, inspecting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices;
- Repair of damage, replacement of parts (due to abuse than normal wear) or repetitive service calls caused by use of incompatible supplies, poor brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification;
- Complete unit replacement or overhauling the covered Equipment (unless otherwise specified);
- Essential work external to the covered Equipment or maintenance of accessories, attachments or

other devices not furnished by SMILE.

- Increase in service time or repeat calls caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site.

(b) Connectedly, application, printer driver, or any product device support in relation to any product sold by Smile (unless otherwise specified).

(c) Connectedly, application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software sold by SMILE (unless otherwise specified).

- Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).

(b) Replacement of toner, single cartridges or paper, or emptying toner collection media.

(c) Maintenance agreements do not include toner collection bottles, staples or paper (unless specifically noted in writing and on the invoice).

The foregoing are excluded from maintenance services. If governed by SMILE, will be subject to the Customer at SMILE's applicable time and materials rates and terms then in effect.

9. WARRANTY. For new equipment purchased from SMILE where a maintenance agreement is not purchased at the time of sale, any repairs required within 90 days of purchase will be performed under a manufacturer warranty that includes only labor and materials to diagnose and/or replace defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or sample was shown to Customer, that model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. **THE GOODS SOLD UNDER ANY SMILE AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. INVOICE CHARGES. Customer agrees to pay invoice for products and services within the terms stated on the invoice in accordance with a signed sales proposal, a signed sales order, an online purchase made through SMILE's password secured website, under a signed agreement (see Item 4 for type). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay a late charge of 1.5% of the payment otherwise due. A fee of \$25 shall be charged for each returned check or delayed check, and charge. Customer also agrees to pay for average charge (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.

11. METER READINGS. Where required to insure accurate invoice rates, meter readings shall be provided by Customer at the request of SMILE, or Customer shall agree to have remote meter readings software installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter and bill Customer accordingly, or to dispatch a technician to the Customer's location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the Customer's location to retrieve a meter reading, Customer agrees to pay SMILE a \$60 meter retrieval fee per machine.

12. EXCESSIVE TONER USAGE. With respect to tone included maintenance or rental agreements, SMILE reserves the right to charge Customer for toner requested during the term of this Agreement in excess of toner manufacturer's specified yield for the number of copies or images run by Customer.

13. TONER SHIPPING CHARGES. All toner is shipped via UPS ground when ordered by the Customer. In the shipping and handling rate then in effect, unless Customer is under an agreement that includes a SMILE Sure-Tonr fee, in which case, the shipping charges are waived. If Customer is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at SMILE's current price shall be charged.

14. POWER FILTER. If a power filter is provided in an agreement as part of a SMILE support fee, this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer or by non-payment of maintenance agreement billings the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. If a power or data line related incident causes irreparable damage to the Customer's equipment with a SMILE power filter in its use, the Customer will receive a replacement machine of like features at no charge. This specific terms and conditions for replacement machines are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00.

15. TRANSFER OR MOVEMENT OF EQUIPMENT. Any transfer or movement of covered equipment to another location outside of SMILE's service area will exclude the equipment from service under any agreement (see Item 4 for types). Customer is responsible for notifying SMILE immediately if Customer or that transferred or moved any covered equipment to a different location.

16. TRANSFER OR ASSIGNMENT OF AGREEMENT. This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to designate its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.

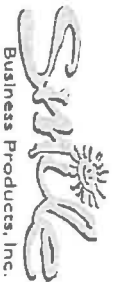
17. DATA SECURITY. In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all drive or magnetic media in computers and multifunction equipment be securely removed prior to the disposal of said equipment. Customer is responsible for selecting the appropriate removal standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to comply with this provision. SMILE offers certain methods of data removal at chargeable rates. Data removal is not included as part of any SMILE agreement (see Item 4 for types).

18. RENTAL AGREEMENT. This agreement to general terms and conditions agreements and termination any and all prior terms and conditions agreements. If any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral statement has been made to it that in any way tends to waive any of the terms or conditions of the agreement, and that this agreement constitutes the final written representative of all general terms and conditions of the agreement, and it is a complete and exclusive statement of those terms and conditions. These general terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the services to be provided hereunder. No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agent of SMILE and Customer.

19. GOVERNING LAW; JURISDICTION; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby consents to the jurisdiction and venue of the state and federal courts located in San Francisco, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses in addition to any other allowable relief.

20. SURVIVAL OF TERMS. Should any term in this document be deemed unenforceable, that term shall not preclude the enforceability of all remaining terms. Terms 1,2,3,4,5,6,9,14,17,18,19,20 shall survive the cancellation or termination of any agreement with SMILE.

X. _____



Mailing Address: 4525 Auburn Blvd,
Sacramento, CA 95841

Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months - See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MJUSD
ADDRESS:	1919 B Street
PHONE:	530-749-6107
EMAIL:	kcartwright@mjusd.k12.ca.us
CONTACT:	Kathy Cartwright
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
ADDRESS:	Facilities Dept. 1919 B St.
PHONE:	530-749-6107
CONTACT:	Kathy Cartwright

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED: Sharp AR-M355 scanning, printing, staple finisher	
BASE MONTHLY FEE: 106.25 per month, billed quarterly	
COPIES / PRINTS INCLUDED IN BASE FEE: 5,000 per month, 1,500 quarterly	
OVERAGE RATE: 0.0055	
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

RENTAL TERMS & CONDITIONS

- Rental agreement charges are payable net ten (10) days of invoice for the services described below. First payment due prior to or upon delivery.
- Payable during the term of this agreement, Smile will provide, without additional charge, supplies, (excluding paper, ~~supplies~~), and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
- All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
- This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control.
- This agreement may not be assigned by the Customer.
- Rental rates are subject to an annual rate increase of no more than 10% per year for the first five years of service.
- This agreement pricing excludes applicable sales taxes.
- The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
- Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancelable for 1 year. At the end of 1 year, Customer may continue the rental or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
- This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
- Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
- This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. in the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 10 days of the pick-up of the rented equipment.

Customer's Signature	Gay Todd	Date	June 17, 2014
Smile Sales Rep.'s Signature		Date	
Smile Official Signature		Date	

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1. **RELATIONSHIP OF PARTIES.** Smile Business Products, Inc. (SMILE) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services (Agreement) with SMILE. Further, (a) SMILE shall retain independent professional staff throughout the term of any agreement and shall use its own tools and equipment in performing the tasks assigned, including manuals, methods and times of field performance; (b) SMILE's employees are not employees of Client and are ineligible for any Client employee benefits; (c) SMILE will report its income to the appropriate government agencies at compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fees to SMILE for taxes, insurance, bonds or any other miscellaneous of any kind.
2. **SALE OF TANGIBLE PRODUCTS AND SERVICES.** SMILE reserves the right to submit Customer's application to a third party lending company of its choice for the purpose of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the lending company, Customer agrees to cooperate with SMILE and said lending company in the execution of all documents and acknowledge with all further additional responsible condition imposed by said lending company, if any, to complete the financing transaction. Upon the provision of a financing agreement or credit of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those tangible goods and services represented (a) on the sales document acknowledged in writing by the Customer or (b) ordered by the Customer on the SMILE website using their unique username and password. Identification of goods under Section 2(b) of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event that Customer does not provide good and timely payment according to the payment terms specified on the Customer invoice provided by SMILE. ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE. Buyer agrees not to sell, assign or dispose of tangible products or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's discretion and approval, supply items, currently stocked by SMILE, unused and in their original packaging may be returned subject to a 25% restocking fee.
3. **DETERMINATION OF SERVICES.** SMILE agrees to provide to the Customer, during SMILE's normal business hours, the maintenance and repair services caused by normal operational use necessary to keep covered Equipment in or restore covered Equipment to good working order in accordance with SMILE's policies than in effect. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call residential maintenance. For each unscheduled service call requested by the Customer, SMILE shall have a reasonable time shall be furnished at SMILE's discretion AT AN ADDITIONAL CHARGE at the established rates for labor and travel then in effect. Maintenance will include lubrication, adjustment, and replacement of maintenance parts deemed necessary by SMILE. If required and covered, parts will be furnished on an exchange basis, and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacements due to abuse will be charged to the Customer on a pro-rata basis. Maintenance service provided under any SMILE Agreement does not assure the uninterrupted operation of the Equipment.
4. **MANAGED SERVICES AGREEMENT TYPES.** SMILE offers three types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) SMILE-Managed Managed Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these managed services agreements renew automatically each year and contain additional terms and conditions that apply directly to the service being offered (see individual agreements for details).
5. **TERMS AND ACCEPTANCE.** Any agreement from Item 4 for (a) year shall become effective upon receipt of payment of the first invoice billing, and shall continue for (b) full year (365 day). Payment of each invoice verifies customer acceptance of the General Terms and Conditions on the reverse side of every invoice as the General Terms and Conditions shall change from time to time as business conditions warrant and the right to change the General Terms and Conditions from time to time as business conditions warrant, and considers the publishing of the General Terms and Conditions on the back of every invoice as well as on its website to be adequate notice to customers of any such changes. All agreements (see Item 4 for types) automatically renew on the anniversary date, and are subject to a renewal increase. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement rates, terms and conditions. Payment of a renewed invoice verifies customer acceptance of any revised rates, terms and conditions.
6. **GUARANTEES AND ASSUMPTION OF LIABILITY.** In the delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 99% between the hours of 8:00 am and 5:00 pm. To request responses time and uptime verifications, please email your request to service@smilebiz.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first five years (applies solely to equipment purchased new from Smile). If SMILE fails to perform on the above promises, the Customer may cancel any agreement (see Item 4 for types). If cancelled without providing a thirty (30) day written notice, SMILE shall be responsible for any should SMILE have any liability arising from delays or failure to render service due to either, labor shortages, materials, war, civil commotion, fire, flood, storm, Act of God or other causes beyond its control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered equipment.
7. **CANCELLATION.** Customer shall have the right to cancel any agreement type in Item 4 at any time by providing a 30 day written notice, a final meter reading (if applicable), and paying all final charges. If any agreement is cancelled prior to its annual anniversary date, Customer shall be obligated to pay the greater of (i) the pre-tested Maintenance Agreement, or (ii) service calls, and parts and supplies ordered (less any unused time that is returned to SMILE), after the last anniversary date, billed at SMILE's then and in effect. SMILE reserves the right to cancel any agreement with a written notice to Customer. Warranties are not pro-rata on cancellation.
8. **EXCLUSIONS TO SERVICE.** Maintenance and warranty service provided by SMILE under any type of service agreement does not include:
 - a) Repair of damage or increase in service time due caused by failure of the Customer to provide (i) a continuously available environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (ii) failure to provide appropriate electrical power, air conditioning, or humidity control.
 - b) Repair of damage or increase in service caused by accident (including but not limited to power surges (unless machine has a Smile approved power filter installed), water, misuse, moving, etc.), disaster (including but not limited to vandalism, fire, theft, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed, and unauthorized modification or repair by persons other than authorized SMILE representative.
 - c) Printing or re-inking the covered Equipment, inserting altered equipment, performing service connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
 - d) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies, lower brands not approved by SMILE, or copy paper not in compliance with manufacturer's specifications.
 - e) Completed unit replacement or overhauling the covered Equipment (unless otherwise specified).
 - f) Physical work external to the covered Equipment or maintenance of accessories, attachments or

other devices not furnished by SMILE.
 b) Increase in service time or repeat calls caused by Customer casual or ill and free access to the Equipment or denial of equipment from Customer's site.
 c) Connectivity, application, printer driver, or any network device support in relation to any product sold by Smile (unless otherwise specified).
 d) Connectivity, application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software not sold by SMILE (unless otherwise specified).

(i) Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).

j) Replacement of toner, staple cartridges or paper, or emptying toner collection bottles.

k) Maintenance agreements do not include toner collection bottles, staples or paper (unless specifically noted in writing and on the invoice).

The goods listed excluded from maintenance services if performed by SMILE, will be charged to the Customer if Smile's applicable time and material rates and terms then in effect.

9. **WARRANTY.** For new equipment purchased from SMILE, there is a maintenance agreement in not purchased at the time of sale, any repairs required within 90 days of purchase will be performed under a manufacturer warranty that includes only labor and materials to diagnose and/or replace a defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or model is sold to Customer, that model or supplier was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample.

10. **GOODS SOLD UNDER ANY SMILE AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

11. **INVOICE CHARGES.** Customer agrees to pay invoices for products and services within the terms noted on the invoice in accordance with a signed sales proposal, a signed sales order, an online purchase made through SMILE's password secured website, and/or a signed agreement (see Item 4 for types). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay a late charge of 18% of the payment otherwise due. A fee of \$25 shall be charged for each returned check or delayed credit card charge. Customer also agrees to pay for invoice charges (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable mail fees.

12. **METER READINGS.** When required to issue accurate readings, meter readings shall be provided by Customer at the request of SMILE, or Customer shall agree to have meter reader employ someone limited by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter and bill Customer accordingly, or to dispatch a technician to the Customer's location to perform an on-site meter reading. Each time it is necessary for a technician to be dispatched to the Customer's location to perform a meter reading, Customer agrees to pay SMILE a \$60 meter reader fee per month.

13. **EXERCISE OF RIGHT TO CHANGE CANCELLATION.** With respect to lower included maintenance or rental agreements, SMILE reserves the right to change Customer for lower requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.

14. **TONER STEERING CHARGES.** All toner is shipped via UPS ground when ordered by the Customer at the shipping and handling rate then in effect, unless Customer is under an agreement that includes a SMILE Support Fee, in which case, the shipping charges are waived. If Customer is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at Smile's current per call rate will be charged.

15. **POWER FILTER.** If a power filter is provided in an agreement or part of a SMILE Support Fee this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer or by non-payment of maintenance agreement billing, the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. In power filter is in place, the Customer will receive a replacement number of the features at no charge. The specific terms and conditions for replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00.

16. **TRANSFER OR MOVEMENT OF EQUIPMENT.** Any transfer or movement of covered equipment to another location outside of SMILE's service area will exclude the equipment from service under any agreement (see Item 4 for types). Customer is responsible for notifying SMILE immediately if Customer transfers or moved any covered equipment to a different location.

17. **TRANSFER OR ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to assign its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.

18. **DATA SECURITY.** In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all disk drives or networked media in computers and multifunction equipment be securely removed prior to the disposal of such equipment. Customer is responsible for deleting the appropriate format standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to comply with this provision. SMILE offers certain methods of data removal at chargeable rates. Data removal is not included as part of any SMILE agreement (see Item 4 for types).

19. **PRINTING AGREEMENT.** This agreement to general terms and conditions supersede and terminate any and all prior terms and conditions agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral statement has been made to it that in any way tends to waive any of the terms or conditions of the agreement, and that this agreement constitutes the final written expression of all agreed terms and conditions of the agreement, and it is a complete and exclusive statement of those terms and conditions.

20. **GENERAL TERMS AND CONDITIONS.** No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of SMILE and Customer.

21. **GOVERNING LAW, JURISDICTION, VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in Alhambra, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses in addition to any other allowable relief.

22. **SEVERABILITY, SURVIVAL OF TERMS.** Should any term in this document be deemed unenforceable, that that shall not preclude the enforceability of all remaining terms. Terms 1, 2, 3, 5, 6, 9, 14, 17, 18, 19, 20 shall survive the cancellation or termination of any agreement with SMILE.

X.



Mailing Address: 4525 Auburn Blvd,
Sacramento, CA 95841
Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months - See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
ADDRESS:	1919 B STREET MARYSVILLE, CA 95901
PHONE:	530-749-6130
EMAIL:	KCARTWRIGHT@MJUSD.K12.CA.US
CONTACT:	KATHY CARTWRIGHT
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
ADDRESS:	SARB Office - District Office 1919 B Street, Room 212 MARYSVILLE, CA 95901
PHONE:	530-749-6107
CONTACT:	Kathy Cartwright, e-mail: kcartwright@mjusd.k12.ca.us

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED:	
AR-M355N SCANNING, PRINTING, STAPLE FINISHER	
BASE MONTHLY FEE:	106.25 per month, billed quarterly
COPIES / PRINTS INCLUDED IN BASE FEE:	5,000 per month, 15,000 per quarter
OVERAGE RATE:	0.0055
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

RENTAL TERMS & CONDITIONS

1. Rental agreement charges are payable net ten (10) days of invoice for the services described below. First payment due prior to or upon delivery.
2. Payable during the term of this agreement, Smile will provide, without additional charge, supplies, (excluding paper & staples) and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
3. All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
4. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control.
5. This agreement may not be assigned by the Customer.
6. Rental rates are subject to an annual rate increase of no more than 10% per year for the first five years of service.
7. This agreement pricing excludes applicable sales taxes.
8. The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
9. Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancelable for 1 year. At the end of 1 year, Customer may continue the rental, or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
10 This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
11 Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
12 This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. in the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 10 days of the pick-up of the rented equipment.

Customer's Signature	Gay Todd	Date	June 17, 2014
Smile Sales Rep.'s Signature		Date	
Smile Official Signature		Date	

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1. **RELATIONSHIP OF PARTIES.** Smile Business Products, Inc. (SMILE) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services (Agreement) with SMILE. Further, (a) SMILE shall remain independent, professional status throughout the term of any agreement and shall use its own tools and discretion in performing the tasks assigned, including manner, methods and times of such performance; (b) SMILE's employees are not employees of Client and are not eligible for any Client employee benefits; (c) SMILE will report as income to the appropriate government agencies all compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fees to SMILE for taxes, insurance, bonds or any other subscription of any kind.
2. **SMILE OR TANGIBLE PRODUCTS AND SERVICES.** SMILE reserves the right to submit Customer's application to a third party leasing company of its choice for the purpose of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the leasing company, Customer agrees to cooperate with SMILE and said leasing company in the execution of all documents and compliance with all further additional reasonable conditions imposed by said leasing company. If, in order to complete the financing transaction, upon the execution of a financing agreement or receipt of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those tangible goods and services represented (a) on the sales document actually signed in writing by the Customer or (b) ordered by the Customer on the SMILE website using their unique username and password. Identification of goods under Section 2301 of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event that Customer does not provide good and timely payment according to the payment terms specified on the Customer invoice provided by SMILE. ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE.
3. **ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE.** Buyer agrees not to sell, assign or dispose of tangible products or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's discretion and approval, supply items, currently stocked by SMILE, unused and in their original packaging may be returned subject to a 25% restocking fee.
4. **DELIVERY OF SERVICES.** SMILE agrees to provide to the Customer, during Smile's normal business hours, the maintenance and repair services caused by normal operational use necessary to keep covered Equipment in, or restore covered Equipment to, good working order in accordance with SMILE's policies then in effect. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call emergency maintenance. For each unscheduled service call requested by the Customer, SMILE shall have a reasonable time within which to respond. Service requested at times other than during SMILE's normal business hours shall be furnished at SMILE's discretion A.T. AN ADDITIONAL CHARGE at the established rates for labor and travel then in effect. Maintenance will include lubrication, adjustment, and replacement of maintenance parts deemed necessary by SMILE. If required and covered, parts will be furnished on an exchange basis, and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacements due to abuse will be charged to the Customer on a pro-rata basis. Maintenance service provided under any SMILE Agreement does not assure the uninterrupted operation of the Equipment.
5. **MAINTENANCE SERVICES AGREEMENT TYPES.** SMILE offers five types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) Smiled-Included Managed Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these annual contract agreements renew automatically each year and contain additional terms and conditions that apply directly to the service being offered (see individual agreements for details).
6. **TERMS AND ACCEPTANCE.** Any agreement (see Item 4 for types) shall become effective upon receipt of payment of the first invoice billing, and shall continue for one full year (365 days). Payment of each invoice verifies customer acceptance of the General Terms and Conditions on the reverse side of every invoice as the General Terms and Conditions may change from time to time. SMILE reserves the right to change its General Terms and Conditions from time to time as business conditions dictate, and considers the publishing of its General Terms and Conditions on the back of every invoice as well as on its website to be adequate notice to customers of any such changes. All agreements (see Item 4 for types) automatically renew on the anniversary date, and are subject to a renewal notice. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement terms, terms and conditions. Payment of a renewal invoice verifies customer acceptance of any revised rates, terms and conditions.
7. **GUARANTEES AND ASSUMPTION OF LIABILITY.** In the delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 99.5% between the hours of 8:00 am and 5:00 pm. To request response time and uptime verification, please email your request to sales@smilebiz.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first five years (applies solely to equipment purchased new from Smile). If SMILE fails to perform on the above guarantees, the Customer may cancel any agreement (see Item 4 for types) immediately, without providing a thirty (30) day written notice. SMILE shall not be responsible for, nor should SMILE have any liability arising from delays or failure to deliver service due to strikes, labor disputes, accidents, war, riots, civil commotion, fire, flood, storm, Acts of God or other causes beyond its control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered Equipment.
8. **WARRANTY.** Customer shall have the right to cancel any agreement type in Item 4 at any time by providing a 30 day written notice, a final meter reading (if applicable), and paying all final charges. If any agreement is cancelled prior to its annual anniversary date, Customer shall be obligated to pay the greater of (i) the pro-rated Maintenance Agreement, or (ii) service calls, and parts and supplies ordered (less any unused toner that is returned to SMILE), since the last anniversary date, billed at Smile's time and material rates then in effect. SMILE reserves the right to cancel any agreement with a written notice to Customer. Warranties are not pro-ratable on cancellation.
9. **EXCLUSIONS TO SERVICE.** Maintenance and warranty service provided by SMILE under any type of service agreement does not include:
 - a) Repair of damage or increase in service time due caused by failure of the Customer to provide (a) a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (b) failure to provide appropriate electrical power, air conditioning, or humidity control.
 - b) Repair of damage or increase in service caused by accident (including but not limited to power surges (unless machine has a Smile approved power filter installed), abuse, misuse, moving, etc.), disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed, and unauthorized modifications or repair by persons other than authorized SMILE representatives.
 - c) Printing or reprinting the covered Equipment, impacting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, replacement or other defects.
 - d) Repair of damage, replacement of parts (due to other than normal wear) or redundant service calls caused by use of incompatible supplies, lower brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification.
 - e) Complete unit replacement or overhauling the covered Equipment (unless otherwise specified).
 - f) Electrical work external to the covered Equipment or maintenance of accessories, attachments or other devices not furnished by SMILE.
10. **INCREASE IN SERVICE TIME OR REPAIR CALLS CAUSED BY CUSTOMER DENIAL OF FULL AND FREE ACCESS TO THE EQUIPMENT OR DENIAL OF DEPARTURE FROM CUSTOMER'S SITE.**
11. **CONNECTIVITY, APPLICATION, PRINTER DRIVER, ANY NETWORK DEVICE SUPPORT IN RELATION TO ANY PRODUCT SOLD BY SMILE (UNLESS OTHERWISE SPECIFIED).**
12. **CONNECTIVITY, APPLICATION, PRINTER DRIVER, ANY NETWORKED DEVICE, ANY LOCALLY CONNECTED PRINTER OR copier, desktop operating system, network operating system or software not sold by SMILE (unless otherwise specified).**
13. **TRAINING** beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).
14. **REPLACEMENT OF TONER, DRUM CARTRIDGES OR PAPER, OR EMPTYING TONER COLLECTION BOTTLES.**
15. **MAINTENANCE AGREEMENTS** do not include toner collection bottles, staples or paper (unless specifically noted in writing and on the invoice).
16. **The foregoing items excluded from maintenance service, if performed by SMILE, will be charged to the Customer at Smile's applicable time and material rates and terms then in effect.**
17. **WARRANTY.** For new equipment purchased from SMILE where a maintenance agreement is not purchased at the time of sale, any repairs required within 90 days of purchase will be performed under a manufacturer warranty that includes only labor and materials to diagnose and/or replace a defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or sample was shown to Customer, that model or sample was used strictly to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. THE GOODS SOLD UNDER ANY SMILE AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. **INVOICE CHARGES.** Customer agrees to pay invoices for products and services within the terms stated on the invoice in accordance with a signed sales proposal, a signed sales order, an online purchase made through SMILE's password secured website, and/or a signed agreement (see Item 4 for types). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay a late charge of 18% of the payment otherwise due. A fee of \$25 shall be charged for each returned check or declined credit card charge. Customer also agrees to pay for overnight charges (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.
19. **METER READING.** Where required to insure accurate invoicing, meter readings shall be provided by Customer at the request of SMILE, or Customer shall agree to have remote meter gathering software installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter and bill Customer accordingly, or to dispatch a technician to the Customer's location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the Customer's location to retrieve a meter reading, Customer agrees to pay SMILE a \$60 meter retrieval fee per machine.
20. **EXCESSIVE TONER USAGE.** With respect to toner included maintenance or rental agreements, SMILE reserves the right to charge Customer for toner requested during the term of the agreement.
21. **TONER SHIPPING CHARGES.** All toner is shipped via UPS ground when ordered by the Customer at the shipping and handling rate then in effect, unless Customer is under an agreement that includes a SMILE Support Fee. In which case, the shipping charges are waived. If Customer is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at Smile's current per call rate will be charged.
22. **POWER FILTER.** If a power filter is provided in an agreement as part of a SMILE Support Fee this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer or by non-payment of maintenance agreement billings, the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. If a power filter is in use, the Customer will receive a replacement machine of like features at no charge. The specific terms and conditions for replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00.
23. **TRANSFER OR MOVEMENT OF EQUIPMENT.** Any transfer or movement of covered equipment to another location outside of SMILE's service area will exclude the equipment from service under any agreement (see Item 4 for types). Customer is responsible for notifying SMILE immediately. If Customer has transferred or moved any covered equipment to a different location.
24. **TRANSFER OR ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to delegate its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.
25. **DATA SECURITY.** In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all disk drives or magnetic media in computers and multifunction equipment be securely removed prior to the disposal of such equipment. Customer is responsible for selecting the appropriate removal standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to comply with this provision. SMILE offers certain methods of data removal at chargeable rates. Data removal is not included as part of any SMILE agreement (see Item 4 for types).
26. **NETTLE AGREEMENT.** This agreement, to general terms and conditions superseded and terminates any and all prior terms and conditions agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral statement has been made to it that in any way tends to waive any of the terms or conditions of the agreement, and that this agreement constitutes the final written expression of all general terms and conditions of the agreement; and it is a complete and exclusive statement of those terms and conditions. These general terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the services to be provided hereunder. No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of SMILE and Customer.
27. **GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in Sacramento, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other allowable relief.
28. **SEVERABILITY; SURVIVAL OF TERMS.** Should any term in this document be deemed unenforceable, that fact shall not preclude the enforceability of all remaining terms. Terms 1,2,3,4,5,6,9,14,17,18,19,20 shall survive the cancellation or termination of any agreement with SMILE.

X:



Mailing Address: 4525 Auburn Blvd.
Sacramento, CA 95841
Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months • See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MJUSD
ADDRESS:	1919 B Street
PHONE:	530-749-6107
EMAIL:	kcartwright@mjusd.k12.ca.us
CONTACT:	Kathy Cartwright
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
ADDRESS:	Edgewater Elem. 5715 Oakwood Dr
PHONE:	530-741-0866
CONTACT:	Ana Correa

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED: Sharp AR-M355 scanning, printing, staple finisher	
BASE MONTHLY FEE: 106.25 per month, billed quarterly	
COPIES / PRINTS INCLUDED IN BASE FEE: 5,000 per month, 1,500 per quarter 15,000 PB	
OVERAGE RATE: 0.0055	
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

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RENTAL TERMS & CONDITIONS

1. Rental agreement charges are payable net ten (10) days of invoice for the services described below. First payment due prior to or upon delivery.
2. Payable during the term of this agreement, Smile will provide, without additional charge, supplies, (excluding paper & staples), and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
3. All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
4. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control.
5. This agreement may not be assigned by the Customer.
5. Rental rates are subject to an annual rate increase of no more than 10% per year for the first five years of service.
7. This agreement pricing excludes applicable sales taxes.
8. The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
9. Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancelable for 1 year. At the end of 1 year, Customer may continue the rental, or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
10. This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
11. Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
12. This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. in the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 10 days of the pick-up of the rented equipment.

Customer's Signature	Gay Todd	Date	June 17, 2014
Smile Sales Rep.'s Signature	Superintendent	Date	
Smile Official Signature		Date	

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Smile Business Products - General Terms and Conditions

1. **RELATIONSHIP OF PARTIES.** Smile Business Products, Inc. (**SMILE**) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services ("Agreement") with SMILE. Further, (a) SMILE shall retain independent professional status throughout the term of any agreement and limit its own work and discretion in performing the tasks assigned, including financial, methods and limits of such performance, (b) SMILE's employees are not employees of Client and are ineligible for any Client employee benefits, (c) SMILE will report as license to the appropriate government agencies all compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fees to SMILE for taxes, insurance, bonds or any other subordinate production of any kind.

2. **SALE OF TANGIBLE PRODUCTS AND SERVICES.** SMILE reserves the right to sublet Customer's application to a third party leasing company of its choice for the purchase of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the leasing company, Customer agrees to cooperate with SMILE and said leasing company in the execution of all documents and compliance with all further additional reasonable conditions imposed by said leasing company. If any, to complete the financing transaction. Upon the execution of a financing agreement or receipt of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those intangible goods and services represented (a) on the order document acknowledged in writing by the Customer or (b) ordered by the Customer on the SMILE website using their unique username and password. Identification of goods under Section 190 of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event that Customer does not provide good and timely payment according to the payment schedule specified on the Customer Invoice provided by SMILE. ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE. Buyer agrees not to sell, assign or dispose of tangible products or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's discretion and approval, supply items, currently stocked by SMILE, unused and in their original packaging may be returned subject to a 35% restocking fee.

3. **DELIVERY OF SERVICES.** SMILE agrees to provide to the Customer, during SMILE's normal business hours, the maintenance and repair services caused by normal operational use necessary to keep covered Equipment in, or restore covered Equipment to, good working order in accordance with SMILE's policies that are in effect. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call remedial maintenance. For each unattended service call requested by the Customer, SMILE shall have a reasonable time within which to respond. Service requested at times other than during SMILE's normal business hours shall be furnished at SMILE's discretion AT AN ADDITIONAL CHARGE at the established rate for labor and travel. In the event, Maintenance will include installation, adjustment, and replacement of malfunctions parts deemed necessary by SMILE. If required and covered, parts will be furnished on an exchange basis, and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacements due to abuse will be charged to the Customer on a pro-rated basis. Maintenance service provided under any SMILE Agreement does not assure the uninterrupted operation of the Equipment.

4. **MANAGED SERVICES AGREEMENT TYPES.** SMILE offers the types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) Single/Multi-Unit Managed Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these annual contract agreements renew automatically each year, and contain additional terms and conditions that apply directly to the service being offered (see individual agreements for details).

5. **TERMS AND ACCEPTANCE.** Any agreement (see Item 4 for types) shall become effective upon receipt of payment of the first invoice billing, and shall continue for one full year (365 day). Payment of each invoice verifies customer acceptance of the General Terms and Conditions on the reverse side of every invoice. The General Terms and Conditions may change from time to time. SMILE reserves the right to change its General Terms and Conditions from time to time as business conditions dictate and considering the publishing of the General Terms and Conditions on the back of every invoice as well as on its website to be adequate notice to customers of any such changes. All agreements (see Item 4 for types) automatically renew on the anniversary date and are subject to a renewal increase. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement rates, terms and conditions. Payment of a renewal invoice verifies customer acceptance of any revised rates, terms and conditions.

6. **GUARANTEES AND ASSURANCE OF LIABILITY.** In the delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 95% between the hours of 8:00 am and 3:00 pm. To request response time and uptime violations, please email your request to service@smilebiz.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first five years (applied solely to equipment purchased new from Smile). If SMILE fails to perform on the above guarantees, the Customer may cancel any agreement (see Item 4 for types) immediately without providing a thirty (30) day written notice. SMILE shall not be responsible for, nor should SMILE have any liability relating from any delay or failure to render service due to actions, labor disputes, accidents, war, riots, civil commotion, fire, flood, storm, Acts of God or other causes beyond the control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered Equipment.

7. **CANCELLATION.** Customer shall have the right to cancel any agreement type in Item 4 at any time by providing a 30 day written notice, first notice reaching (if applicable) and paying all final charges. If any agreement is cancelled prior to its annual anniversary date, Customer shall be obligated to pay the greater of (i) the pro-rated Maintenance Agreement, or (ii) service fees and parts and supplies ordered (less any unused time that is returned to SMILE), above the last anniversary date, billed at Smile's time and material rates then in effect. SMILE reserves the right to cancel any agreement with a written notice to Customer. Warranties are not pro-ratable on cancellation.

8. **EXCLUSIONS TO SERVICE.** Maintenance and warranty service provided by SMILE under any type of service agreement does not include:

- Repair of damage or increase in service caused by failure of the Customer to provide (a) a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (b) failure to provide appropriate electrical power, air conditioning, or humidity control.
- Repair of damage or increase in service caused by accident (including but not limited to power surges (unless machine has a Smile approved power filter installed), abuse, misuse, moving, etc.), disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed, and unauthorized modifications or repair by persons other than authorized SMILE representatives.
- Failure or malfunction of the covered Equipment, necessitating covered equipment performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
- Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by use of incompatible supplies, non-branded not approved by SMILE, or copy paper not in compliance with manufacturer's specification.
- Complete unit replacement or overhauling the covered Equipment (unless otherwise specified).
- Electrical work external to the covered Equipment or maintenance of accessories, attachments or

other devices not furnished by SMILE.

- Increase in service time or repair calls caused by Customer denial of full and free access to the Equipment or denial of shipment from Customer's site.
- Connectivity, application, printer driver, or any network device support in relation to any product sold by Smile (unless otherwise specified).
- Connectivity, application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software not sold by SMILE (unless otherwise specified).

9. Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).

- Replacement of toner, single cartridges or paper, or emptying toner collection bottles.
- Maintenance agreements do not include toner collection bottles, staples or paper (unless specifically noted in writing and on the invoice).

10. **Items excluded from maintenance services.** (If performed by SMILE, will be charged to the Customer at Smile's applicable time and material rates and terms then in effect).

11. **WARRANTY.** For new equipment purchased from SMILE where a maintenance agreement is not purchased at the time of sale, any repairs required within 90 days of purchase will be performed under a manufacturer warranty that includes only labor and materials to diagnose and/or replace a defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or sample was shown to Customer, that model or sample was used solely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample. THE GOODS SOLD UNDER ANY SMILE AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **INVOICE CHARGES.** Customer agrees to pay invoices for products and services within the terms stated on the invoice in accordance with a signed sales proposal, a signed sales order, an online purchase made through SMILE's password secured website, and/or a signed agreement (see Item 4 for types). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay a late charge of 15% of the payment otherwise due. A fee of \$25 shall be charged for each returned check, or declined credit card charge. Customer also agrees to pay for overnight charges (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.

13. **NETTER REVENUES.** Where required to finance accounts receivable, netter revenues shall be provided by Customer at the request of SMILE, or Customer shall agree to have nettor netting software installed by SMILE. Failure to submit other revenues in a timely manner will allow SMILE, at its discretion, to advance the nettor and bill Customer accordingly, or to displace a nettor to the Customer's location to retrieve an accurate netter reading. Each time it is necessary for a nettor to be dispatched to the Customer's location to retrieve a netter reading, Customer agrees to pay SMILE a \$60 netter rental fee per machine.

14. **EXCESSIVE TONER USAGE.** With respect to cover included maintenance or rental agreement, SMILE reserves the right to charge Customer for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.

15. **TONER SHIPPING CHARGES.** All toner is shipped via UPS ground when ordered by the Customer at the shipping and handling rates then in effect, unless Customer is under an agreement that includes a SMILE Support Fee, in which case, the shipping charges are waived. If Customer is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at Smile's current per call rate will be charged.

16. **POWER FILTER.** If a power filter is provided in an agreement as part of a SMILE Support Fee this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer or by non-payment of maintenance agreement billings, the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. If a power or data line related incident causes irreparable damage to the Customer's equipment with a SMILE specific terms in use, the Customer will receive a replacement machine of like features at no charge. The specific terms and conditions for replacement machines are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00. 17. **TOLERANCE OR MOVEMENT OF EQUIPMENT.** Any transfer or movement of covered equipment to another location within the scope of SMILE's service area will exclude the equipment from service under any agreement (see Item 4 for types). Customer is responsible for notifying SMILE immediately if Customer has transferred or moved any covered equipment to a different location.

18. **TRANSFER OR ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to delegate its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.

19. **DATA SECURITY.** In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all disk drives or magnetic media in computers and multifunction equipment be securely removed prior to the disposal of such equipment. Customer is responsible for selecting the appropriate removal standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to comply with this provision. SMILE offers certain methods of data removal at degradable rates. Data removal is not included as part of any SMILE agreement (see Item 4 for types).

20. **ENTIRE AGREEMENT.** This agreement to general terms and conditions supersedes and terminates any and all prior terms and conditions agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral agreement has been made to it that in any way tends to violate any of the terms or conditions of this agreement, and that this agreement constitutes the final written expression of all general terms and conditions of the agreement, and it is a complete and exclusive statement of those terms and conditions. These general terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the services to be provided hereunder. No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of SMILE and Customer.

21. **GOVERNING LAW, JURISDICTION, VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in Sacramento, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees and expenses in addition to any other applicable relief.

22. **SEVERABILITY.** Should any term in this document be deemed unenforceable, that fact shall not preclude the enforceability of all remaining terms. Terms 1, 2, 3, 4, 5, 6, 8, 9, 11, 17, 18, 19, 20 shall survive the cancellation or termination of any agreement with SMILE.

X: _____



Mailing Address: 4525 Auburn Blvd,
Sacramento, CA 95841
Phone Number: (916) 481-7695
Fax Number: (916) 483-7695

ANNUAL RENTAL AGREEMENT

Minimum Term Commitment: 12 Months - See General Terms and Conditions on reverse.

CUSTOMER INFORMATION	
COMPANY NAME	MJUSD
ADDRESS:	1919 B Street
PHONE:	530-749-6107
EMAIL:	kcartwright@mjusd.k12.ca.us
CONTACT:	Kathy Cartwright
(LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE)	
ADDRESS:	Johnson Park Elem. 4364 Lever ave.
PHONE:	530-741-6133x4801
CONTACT:	Bao Yang

RENTAL TERMS	
DESCRIPTION OF EQUIPMENT RENTED: Sharp AR-M355 scanning, printing, staple finisher	
BASE MONTHLY FEE: 106.25 per month, billed quarterly	
COPIES / PRINTS INCLUDED IN BASE FEE: 5000 per month, 1500 per quarter	
OVERAGE RATE: 0.0055	
(AMOUNTS ABOVE EXCLUDE APPLICABLE SALES TAX)	

RENTAL TERMS & CONDITIONS

1. Rental agreement charges are payable net ten (10) days of invoice for the services described below. First payment due prior to or upon delivery.
2. Payable during the term of this agreement, Smile will provide, without additional charge, supplies, (excluding paper & toner), and parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Drum replacement due to abuse will be charged to customer on a prorated basis.
3. All service calls under this agreement will be made by Smile during normal business hours solely on the equipment described above. Response time to rental service calls 2 to 4 hours on average. Service at times other than during Smile's normal business hours shall be furnished upon request on a chargeable basis at the established rates for labor and travel then in effect.
4. This agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty or repairs made necessary as a result of either service by personnel other than Smile or repeated use of supplies not meeting Smile's supply specification for equipment. Separate charges for repairs & replacements due to the foregoing shall be borne by the Customer, at Smile's published rates for parts & labor. Smile shall not be responsible for delays or its inability to provide service calls due to strikes, accidents, embargoes, Acts of God, or any other event beyond its control.
5. This agreement may not be assigned by the Customer.
6. Rental rates are subject to an annual rate increase of no more than 10% per year.
7. This agreement pricing excludes applicable sales taxes.
8. The equipment under this agreement at the Customer's location shall remain that of Smile Business Products, Inc. This agreement does, not, at any time, transfer title to the Customer. As such, property taxes will be borne by Smile Business Products, Inc.
9. Upon the customer signing the agreement & accepting delivery of the equipment listed above, the agreement is non-cancelable for 1 year. At the end of 1 year, Customer may continue the rental, or cancel & arrange pickup of equipment by giving 30 days written notice prior to the anniversary date. Fax requests may be sent to (916) 483-7695
10. This agreement covers any issues with regard to the Customer's computer network with respect to printing, copying, scanning or faxing to and from the equipment above. If the Customer requests network operating system, server repair or desktop computer repair from Smile Business Products, Inc.'s network services division, the Customer will be charged a labor rate of \$150.00 per hour.
11. Applicable provisions of Smile Business Products, Inc.'s General Terms and Conditions are hereby incorporated by reference into this agreement.
12. This is the entire agreement between the Customer & Smile with respect to the rental of the above equipment. The provisions herein shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms & conditions of any order submitted by the Customer in respect to Smile service.

APPLICANT'S STATEMENT

Please read the following statement carefully before signing this agreement. Only those agreements that are signed, dated and accepted by an authorized Smile Business Products, Inc. official are considered valid. By signing this agreement, the Customer agrees to make rental payments to Smile Business Products, Inc. in the amount agreed upon and for the term indicated in this document. The Customer shall pay the final rental charges 30 days of the pick-up of the rented equipment.

Customer's Signature	Gay Todd	Date	June 17, 2014
Smile Sales Rep.'s Signature		Date	
Smile Official Signature		Date	

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1. **RELATIONSHIP OF PARTIES.** Smile Business Products, Inc. (**SMILE**) is an independent contractor. No employment, agency or joint venture relationship is created by any agreement for products or services (Agreement) with SMILE. Further, (a) SMILE shall retain independent professional status throughout the term of any agreement and shall use its own tools and direction in performing the tasks assigned, including manuals, methods and times of such performance; (b) SMILE's employees are not employees of Client and are irrevocable for any Client employee benefit; (c) SMILE will report as income to the appropriate government agencies all compensation received pursuant to any Agreement and will pay all applicable taxes. Client will not make deductions from its fee to SMILE for taxes, insurance, bonds or any other subscription of any kind.
2. **SALE OF TANGIBLE PRODUCTS AND SERVICES.** SMILE reserves the right to submit Customer's application to a third party leasing company of its choice for the purpose of financing the sale of tangible products and services to Customer. In the event of acceptance of the Customer's application by the leasing company, Customer agrees to cooperate with SMILE and said leasing company in the execution of all documents and compliance with all further additional reasonable condition imposed by said leasing company, if any, to complete the financing transaction. Upon the execution of a financing agreement or receipt of payment, SMILE shall transfer and deliver to Customer and Customer shall accept those tangible goods and services and only those tangible goods and services represented (a) on the sales document acknowledged in writing by the Customer or (b) ordered by the Customer on the SMILE website using their unique username and password. Identification of good under Section 2501 of the Commercial Code shall occur at the moment goods are delivered to and accepted by Customer. SMILE reserves the right to cease providing services or repossess goods in the event the Customer does not provide good and timely payment according to the payment terms specified on the Customer's invoice provided by SMILE. ALL SALES ARE FINAL AND NOT RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD AS IS UNLESS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR IN A WRITING UNDER A SEPARATE AGREEMENT SIGNED BY BOTH CUSTOMER AND AN AUTHORIZED AGENT FOR SMILE. Buyer agrees not to sell, assign or dispose of tangible product or services under this agreement until payment in full has been made to SMILE. Subject to SMILE's direction and approval, supply items, currently stocked by SMILE, stored in their original packaging may be returned subject to a 25% restocking fee.
3. **DIAGNOSIS OF SERVICES.** SMILE agrees to provide to the Customer, during Smile's normal business hours, the maintenance and repair services caused by normal operational use necessary to keep covered Equipment in, or restore covered Equipment to, good working order in accordance with SMILE's policies then in effect. This maintenance service includes scheduled maintenance based on the specific needs of individual equipment, as determined by SMILE, and unscheduled, on-call, unscheduled maintenance for each unscheduled equipment call requested by the Customer. SMILE shall have a reasonable time within which to respond. Services requested at times other than during SMILE's normal business hours shall be furnished at SMILE's discretion AT AN ADDITIONAL CHARGE at the established rates for labor and travel then in effect. Maintenance will include lubrication, adjustment, and replacement of maintenance parts deemed necessary by SMILE. If required and approved, parts will be furnished on an exchange basis, and may be new, used or refurbished. Replaced parts become the property of SMILE. All replacement due to abuse will be charged to the Customer on a pro-rated basis. Maintenance services provided under any SMILE Agreement does not assure the uninterrupted operation of the Equipment.
4. **MANAGED SERVICES AGREEMENT TYPES.** SMILE offers five types of managed service agreements: (1) Maintenance Agreement, (2) Rental Agreement, (3) Print Management Agreement, (4) Small Unlinked Managed Network Services Agreement, and (5) Document Imaging Services Agreement. Each of these annual contract agreements renew automatically each year and contain additional terms and conditions that apply directly to the service being offered (see item 4 for types) shall become effective upon receipt of payment of the first invoice billing, and shall continue for one full year (365 days). Payment of each invoice verifies customer acceptance of the General Terms and Conditions on the reverse side of every invoice as the General Terms and Conditions may change from time to time. SMILE reserves the right to change its General Terms and Conditions from time to time as business conditions dictate, and considers the publishing of its General Terms and Conditions on the back of every invoice as well as on its website to be adequate notice to customers of any such changes. All agreements (see item 4 for types) automatically renew on the anniversary date, and are subject to a renewal invoice. A renewal invoice is considered to be adequate notification to the Customer of changes in agreement rates, terms and conditions. Payment of a renewal invoice verifies customer acceptance of any revised rates, terms and conditions.
6. **QUARANTINES AND ASSUMPTION OF LIABILITY.** In its delivery of services, SMILE guarantees an average annual response time of between 2 and 4 hours and an average uptime of 95% between the hours of 8:00 am and 5:00 pm. To request response time and uptime verifications, please email your request to Service@smilebiz.com. SMILE also guarantees an annual per copy rate increase of no more than 10% per year for the first three years (applies only to equipment purchased new from Smile). If SMILE fails to perform on the above guarantee, the Customer may cancel any agreement (see type in item 4) immediately, without providing a thirty (30) day written notice. SMILE shall not be responsible for, nor should SMILE have any liability arising from delays or failure to render service due to strikes, labor disputes, accidents, war, riots, civil commotions, fire, flood, storm, Acts of God or other causes beyond its control. In no event shall SMILE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of any agreement, including but not limited to loss of anticipated profits. SMILE assumes no liability of personal or property damage upon entering Customer's premises for repair of covered Equipment.
7. **CANCELLATION.** Customer shall have the right to cancel any agreement type in item 4 at any time by providing a 30 day written notice, a final invoice (reading (if applicable), and paying all final charges. If any agreement is cancelled prior to its annual anniversary date, Customer shall be obligated to pay the greater of (i) the pro-rated Maintenance Agreement, or (ii) service call, and points and supplies ordered (less any unused tools that is returned to SMILE), since the last anniversary date, within 30 days time and material rates then in effect. SMILE reserves the right to cancel any agreement with a written notice to Customer. Warranties are not pro-extended on cancellation.
8. **EXCLUSIONS TO SERVICE.** Maintenance and warranty service provided by SMILE under any type of service agreement does not include:
 - a) Repair of damage or increase in service time due caused by failure of the Customer to provide (1) a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual, or (ii) failing to provide appropriate electrical power, air conditioning, or humidity control.
 - b) Repair of damage or increase in service caused by accident, including but not limited to power surges (unless machine has a Smile approved power filter), fire, lightning, abuse, misuse, misuse, etc.), disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer's operating guide or for purposes other than for which designed, and unauthorized modification or repair by persons other than authorized SMILE representatives.
 - c) Damaging or withholding the covered Equipment, impeding normal operation, performing service connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
 - d) Repair of damage, replacement of parts (due to other than normal wear) or replaceable service call caused by use of incompatible supplies, cover brands not approved by SMILE, or copy paper not in compliance with manufacturer's specification.
 - e) Complete full replacement or overhauling the covered Equipment (unless otherwise specified).
 - f) Electrical work external to the covered Equipment or maintenance of accessories, attachments or

other devices not furnished by SMILE.

- g) Increase in service time or repair calls caused by Customer default of bill and fee access to the Equipment or default of departure from Customer's site.
 - h) Concomitantly, application, printer driver, any network device support in relation to any product sold by Smile (unless otherwise specified).
 - i) Concomitantly, application, printer driver, any network device, any locally connected printer or copier, desktop operating system, network operating system or software not sold by SMILE (unless otherwise specified).
 - j) Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).
 - k) Replacement of toner, staple cartridges or paper, or emptying toner collection bottle.
 - l) Maintenance agreements do not include voice collection bottles, staples or paper (unless specifically noted in writing and on the invoice).
- The foregoing items excluded from maintenance services if performed by SMILE, will be charged to the Customer at Smile's applicable time and material rates and travel fees in effect.*
9. **WARRANTY.** For new equipment purchased from SMILE where a maintenance agreement is not purchased at the time of sale, any repairs required within 90 days of purchase will be performed under a manufacturer warranty that includes only labor and materials to diagnose and/or replace a defective part. There are no other express warranties made in respect to the goods provided by SMILE. If any model or sample was shown to Customer, that model or sample was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the model or sample.
 10. **GOODS SOLD UNDER ANY SMILE AGREEMENT AND PURCHASED BY CUSTOMER "AS IS" AND SMILE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 11. **INVOICE CHARGES.** Customer agrees to pay invoices for products and services within the terms stated on the invoice in accordance with a signed sales proposal, a signed sales order, or unless purchase made through SMILE's password secured website, and/or a signed agreement (see item 4 for types). In the event Customer fails to make any payment due on the date specified on the invoice, Customer agrees to pay a late charge of 18% of the payment otherwise due. A fee of \$25 shall be charged for each returned check or declined credit card charge. Customer also agrees to pay for overnight charges (if any or if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.
 12. **NETTER READINGS.** When required to insure accurate inventory, meter readings shall be provided by Customer at the request of SMILE or Customer shall agree to have remote meter reading software installed by SMILE. Failure to submit meter readings is a timely manner will allow SMILE, at its discretion, to estimate the meter and bill Customer accordingly, or to dispatch a technician to the Customer's location to retrieve an accurate meter reading. Both times it is necessary for a technician to be dispatched to the Customer's location to retrieve a meter reading, Customer agrees to pay SMILE a \$60 meter retrieval fee per meter.
 13. **EXCESSIVE TONER USAGE.** With respect to toner included maintenance or retail agreements, SMILE reserves the right to charge Customer for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.
 14. **TONER SHIPPING CHARGES.** All toner is shipped via UPS ground when ordered by the Customer at the shipping and handling fee then in effect, unless Customer is under an agreement that includes a SMILE Support Fee, in which case, the shipping charges are waived. If Customer is within a 15-mile radius of any SMILE location and requests a same day emergency delivery, a delivery fee at Smile's current per call rate will be charged.
 15. **POWER FILTER.** If a power filter is provided in an agreement as part of a SMILE Support Fee, this power filter will remain the sole and exclusive property of SMILE. The Customer agrees that the power filter will remain on the equipment at the Customer's facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by the Customer, or by non-payment of maintenance agreement billings, the Customer agrees to allow a service technician access to the equipment to retrieve the power filter. If a power filter is in use, the Customer will receive a replacement module of 1500 ratings at no charge. The specific terms and conditions for replacement modules are available upon request. If a SMILE power filter is lost or removed from the installed site, the Customer agrees to pay a replacement fee of \$150.00.
 16. **TRANSFER OR MOVEMENT OF EQUIPMENT.** Any transfer or movement of covered equipment to another location outside of SMILE's service area will void the equipment from service under any agreement (see item 4 for types). Customer is responsible for notifying SMILE immediately if Customer has transferred or moved any covered equipment to a different location.
 17. **TRANSFER OR ASSIGNMENT OF AGREEMENT.** This Agreement may not be assigned by the Customer without prior written approval by SMILE. Any attempted assignment in violation of this provision shall be void. SMILE reserves the right to delegate its duties under this Agreement to one or more independent contractors. This Agreement is also fully assignable by Smile without prior written consent of Customer.
 18. **DATA SECURITY.** In order to protect Customer's and Customer's client's confidential information and comply with applicable laws, SMILE strongly recommends that all data from all disk drive or magnetic media in computers and multifunction equipment be securely removed prior to the disposal of such equipment. Customer is responsible for selecting the appropriate removal standard to meet their business needs. SMILE is not responsible or liable for any damages that may arise from Customer's failure to remove its data in this provision. SMILE offers certain methods of data removal at chargeable rates. Data removal is not included as part of any SMILE agreement (see item 4 for types).
 19. **ENTER AGREEMENT.** This agreement to general terms and conditions supersedes and terminates any and all prior terms and conditions agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of this agreement. The Customer agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, but that it has relied on this agreement and that this agreement constitutes the final written expression of all general terms and conditions of the agreement, and it is a complete and exclusive statement of those terms and conditions. Those general terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the services to be provided hereunder. No variation or modification of this Agreement, whether by the Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of SMILE and Customer.
 20. **GOVERNING LAW, JURISDICTION, VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in Sacramento, California in connection with any action relating to this Agreement. If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and expenses in addition to any other allowable relief.
 21. **SURVIVAL OF TERMS.** Should any term in this document be deemed unenforceable, that term shall not prevent the enforceability of all remaining terms. Terms 1, 2, 3, 4, 5, 6, 9, 14, 17, 18, 19, 20 shall survive the cancellation or termination of any agreement with SMILE.

X: _____



Marysville Joint Unified School District
1919 B Street Marysville, CA 95901 (530) 741-6000 • FAX (530) 742-0573



June 4, 2014

The County of Yuba
Treasurer and Tax Collector
915 8th Street, Suite 103
Marysville, CA 95901-5273

Re: Authorized Signers

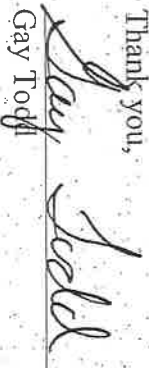
Attn: Lorraine Daggett, Chief Deputy

The following individuals are authorized to request or submit Wire, ACH or other transfers on behalf of Marysville Joint Unified School District:

Name:	Title:	Signature:
Gay Todd	Superintendent	
Ryan DiGiulio	Assist. Supt. Business Services	
Ramito Carreón	Assist. Supt. Personnel Services	

Please advise if you need any additional information.


Thank you,


Gay Todd
Superintendent

Auditor-Controller

MARYSVILLE JOINT UNIFIED SCHOOL
430-443, 446-449, 479, 508-509

AUTHORIZED SIGNATURE (S) FOR TRANSFERRING FUNDS:

1. Ray Judd
2. Re
3. 
4. _____
5. _____

EFFECTIVE DATE: 6/4/14

PLEASE SIGN AND TYPE YOUR NAME

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