

PCOE: 552/RVL Replaces 503/RVL

#### AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by Placer County Office of Education, "Consultant", is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of the Placer County Office of Education ("PCOE") and Marysville Joint Union School District – Marysville Joint Unified School District ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated November 4, 2015.

#### 1.0 SCOPE OF SERVICES

Consultant shall provide the following specialized consulting services to Agency: Positive Behavioral Interventions and Supports outlined in the Work Plan (see Attachment A for breakdown of yearly costs.) These services to be provided by Consultant may be further described in Attachment A which is attached hereto and is incorporated herein by this reference.

#### 2.0 FEES

Agency shall pay Consultant for all specialized services set forth herein for the amount as determined on Attachment A. Any reimbursement rate or amount for expenses such as travel, materials, copying etc. shall be described in Section 7.0 and further outlined on the fee schedule herein referred to as Attachment A. All fees for services and any reimbursement for expenses shall be paid directly to PCOE.

#### 3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

#### 4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by Consultant within the course and scope of this Agreement shall be as specified below the property of:

a. 🗵	PCOE
b. □	Agency

c. 🗆	Not Applicable
------	----------------

#### 5.0 <u>TERM</u>

The term of this Agreement shall be from July 1, 2015 through June 30, 2016.

#### 6.0 <u>TERMINATION</u>

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement, Consultant shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

#### 7.0 PAYMENT

PCOE will invoice Agency annually for any specialized services rendered as outlined in Attachment A. Agency will pay PCOE within 30 days after receipt of invoice.

#### 8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

#### 9.0 STATUS OF CONSULTANT

Consultant is a salaried employee of PCOE and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of Consultant are to be made by PCOE.

#### 10.0 INDEMNIFICATION

Both parties agree to indemnify and hold harmless each other, their agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with the party's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the party's its agents, officials, officers or employees.

#### 11.0 ENTIRE AGREEMENT

PLACER COUNTY SUPERINTENDENT OF SCHOOLS

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

Gayle Garbolino-Mojica)
11 30 15 Date
AGENCY - MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
(Signature of Agency Representative)  Date
Assistant Superintunded of Business Services

	Ma	nysville Jt. L	JSD - PBIS	Marysville Jt. USD - PBIS Training Fees 2015-2016	2015-20	91			
								One Time SWIS/PBIS	
	# of	Tier I - Cost		Tier II Cost		Materials Cost New	Assess. Travel/Technical Technical	Assess. Technical	
Training Dates	Schools	per school   Total	Total	per School	Total	Schools	Assistance Fee	Assisstance	
Tier i Schools									
Kynoch									
Arboga Day 1 8/3/15	2	\$4,000	\$20,000			\$1,000	\$2,000	\$1,000	\$24,000
Foothill/Loma Rica Day 2 8/10/15									
Browns Valley/Cordua Day 3 10/12/15									
Dobbins/Yuba Feather Day 4 June									
Tier I Schools Day 1 /13/16	2	\$4,000	\$8,000					f:	\$8,000
Olivehurst Day 2 2/9/16									
Lindhurst Day 3 3/17/16									
Day 4 5/18/16	i in								
Total Tier I Training Fee		the second second			9		and the second s	S 100 S 100 S	\$32,000
							The second secon		





# MEMORANDUM OF UNDERSTANDING BETWEEN YUBA COUNTY OFFICE OF EDUCATION AND MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT – DISTRICT OFFICE

This Memorandum of Understanding stands as evidence that the Yuba County Office of Education (YCOE) and Marysville Joint Unified School District (MJUSD) intend to work together to implement and enhanced and expanded Tobacco Use Prevention Education (TUPE) for a three-year period beginning July 1, 2016. All agencies agree that such a plan funded by the California Department of Education's Safe and Healthy Kids Program Office will further the primary focus to provide students with the knowledge and skills to enable youth to be tobacco free. Through collaboration, needs analysis education, monitoring, youth development and enforcement of tobacco-free policies we will cultivate the next generation of tobacco-free advocates. Each agency agrees to participate in the program by coordinating/providing the following services through June 30, 2019:

#### YCOE will provide the following:

- Training materials and consumables for all curriculum;
- Tracking tools and evaluation forms;
- CHKS materials and site level reports for grades 7<sup>th</sup>, 9<sup>th</sup> 11<sup>th</sup> traditional sites and non-traditional sites in 2018;
- Youth development training materials/activities;
- Quarterly Yuba County Tobacco Education Coalition (YCTC);
- Convene monthly Youth Adult Tobacco Education Coalition (YATEC);
- Collect and report to CDE all required deliverables;
- Provide Tobacco Cessation to all MJUSD students and family members interested in quitting tobacco:

#### MJUSD - District Office (District Level TUPE Coordinator, Jolie Carreon) will:

- Work closely with site staff to create support for the program;
- Complete and submit Fiscal Grant Summaries;
- Attend and participate in Quarterly YCTC Contact meetings;
- Ensure "No Tobacco Products" signs at all school entrances and key area;
- Ensure curriculum is delivered with fidelity, collect tracking and evaluation tools and submit quarterly;

Approval: The Date: 1/19/16

- Inform school staff of tobacco cessation programs, through handbooks, flyers and other site communication;
- Coordinate administration of CHKS in 2018;
- Release CHKS results to governing board and parents;
- Analyze data and make any accommodations;

Payment Schedule:

Yuba County Office of Education will pay MJUSD – District Office \$500.00 per year for a total of \$1,500.00 for 3 years.

- 50% upon receipt of executed Grant Agreement and MOU: December 2016
- 50% June 2017

#### **Summary Form Schedule:**

- Quarterly Reports:
  - **FY 2016-2017: May 31, 2017** due date for receipt of completed quarterly summary reports for the period of July 1, 2016 through May 31, 2017.
  - FY 2017-2018: May 31, 2018 due date for receipt of completed quarterly summary reports for the period of July 1, 2017 through May 31, 2018.
  - FY 2018-2019: May 31, 2019 due date for receipt of completed quarterly summary reports for the period of July 1, 2018 through May 31, 2019.
  - Fiscal Grant Summary Reports:
    - FY 2016-2017: May 31, 2017 due date for receipt of fiscal grant summary report for the period of July 1, 2016 through May 31, 2017.
    - FY 2017-2018: May 29, 2018 due date for receipt of fiscal grant summary report for the period of July 1, 2017 through May 31, 2018.
    - **FY 2018-2019: May 31, 2019** due date for receipt of fiscal grant summary report for the period of July 1, 2018 through May 31, 2019.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Josh G. Harris, J.D., LL.M. YCOE Superintendent	Date	Gay Todd, Ed. D. MJUSD Superintendent	Date
Amy Molina-Jones YCOE Prevention Administrator	Date	Jolie Carreon MJUSD District TUPE Coordinator	Date

This MOU may be updated annually and is contingent upon receiving the full grant amount.

#### **Tim Malone**

From:

Ruth Atkins <ramuse@world12.net>

Sent:

Monday, December 28, 2015 10:25 PM

To:

Tim Malone

Cc:

Bonny Vipperman

Subject:

retirement

MJUSD

Personnel Dept.

JAN 1 3 2016

RECEIVED

December 28, 2015

To whom it may concern:

This is to provide formal notice that I will be retiring from my position as teacher of English and Foreign Languages at Marysville Charter Academy for the Arts as of June, 2016.

Respectfully, Buth atkins

Ruth Atkins

· Cunningham

Kathy Woods, Director
M.J.U.S.D. Child Development Program

MJUSD
Personnel Dept.

NOV 2 3 2015

**RECEIVED** 

Dear Kathy,

Please accept this letter as notice of my resignation from the position of teacher and site supervisor at Yuba Feather State Preschool, M.J.U.S.D.

Although this has been a difficult decision to make, I will be moving out of the area soon and would be unable to continue working my contracted hours. My husband and I are excited about this new chapter in our lives. He has been commuting to Redding for several months, and now that we have sold our home here we are buying a new home in Redding.

As per our discussion regarding my resignation, my last day of employment will be Friday December 4, 2015. I will work to make the new teacher's transition as productive and meaningful as possible. I have prepared files and organized curriculum materials in such a way that would make it easy for her to find what she needs. I will be available after my resignation to provide some extra duty training or coaching, as you deem valuable to this transition.

I have greatly enjoyed being a part of our team and am thankful for the many professional growth opportunities you have given me during my time here. I owe a great deal to our Child Development Program and wish you all the best.

I hope that I can rely on you for a positive reference in future.

Yours sincerely

December 7, 2015

Personnel Dept.

DEC. 0.9 2015

RECEIVED

Ramiro Carreón Asst. Superintendent of Personnel Services Marysville Joint Unified School District 1919 B Street Marysville, California 95901

Cc: Tim Malone
Principal,
Marysville Charter Academy for the Arts

Dear Mr. Carreón,

Please accept this letter as notification of my resignation with the school district, and particular, Marysville Charter Academy for the Arts. I will retire at the end of this school year. My last day of employment is June 3, 2016.

I would like to take this time to say how incredibly fortunate I feel to have taught at MCAA. The teachers and staff have been remarkable and have produced a learning environment unmatched in Northern California, and I feel blessed to have been part of it. I know that it will continue to perform at a very high level after I am gone.

It would be greatly appreciated if you could forward all of the required information and documents regarding the retirement process to my home address. I will continue to live in the area and am open to the possibility of tutoring or volunteering as needed on a part-time basis to support the goals of MCAA. Please feel free to contact me if you wish to discuss my pending retirement.

Thank you.

Respectfully,

Thomas McLennan

P.O. Box 414

Oregon House, CA 95962 tmclennan@digitalpath.net

MUUSD
Personnel Dept.
DEC 09 2015

RECEIVE

Tyler Olson 976 Neptune Drive Yuba City, CA 95991

December 7, 2015

Mr. Carreon Marysville Joint Unified School District 1919 B Street Marysville, CA 95901

Dear Mr. Carreon:

Please accept this letter as notice of my resignation. When we initially spoke about me accepting this temporary elementary PE teaching position, you indicated that it would be agreeable for me to leave the assignment at the completion of the semester if an opportunity in my field of study came up. That being said, I have been presented with a significant business opportunity in my field which involves relocation in the near future.

I appreciate the opportunity that you have given me. I have learned a great deal through my teaching experiences and I would be happy to continue serving the district as a substitute teacher until my relocation plans are finalized.

My last day in this position will be December 18, 2015. Feel free to contact me if you have any questions. Again, thank you for the opportunity.

Sincerely,

Tyler Olson

Marysville Joint Unified School District

## Anna L. McKenney Intermediate School

Home of the Mustangs

1904 Huston Street Marysville, CA 95901 Shevaun Mathews, Principal

(530) 741-6187 Fax (530) 741-6004

December 1, 2015

Personne Dept.

RECEIVED

To: Mr. Ramiro Carreon Assistant Supt. Of Personnel Services MJUSD

Dear Mr. Carreon,

This letter is to inform you that I intend to retire from teaching at the end of the 2015-2016 School year.

Sincerely,

Thomas Deynolds

Thomas Reynolds

cc: Shevaun Mathews

82



December 14, 2014

DEC 1 4 2015

RECEIVED

Cedar Lane Elementary School 841 Cedar Lane Elementary School West Linda, CA 95961

Dear Jill Segner,

I am writing this letter to inform you that I will be resigning from my current position as teacher for the ED program at Cedar Lane Elementary. This was a difficult decision to make as I have enjoyed working with the staff and students here very much. I have been offered a position at another school very close to my home where I will be a RSP teacher.

I want to express my sincere appreciation to you and all that I have worked with at Cedar Lane. I have a great deal of respect for the administration and staff as everyone has helpful and a pleasure to work with.

Sincerely,

**Danica Ristow** 

MJUSD Personnel Dept.

DEC 1 7 2015

RECEIVED

Mr. Carreon

I am writing to inform you that I will be resigning from my role as Marysville Joint Unified School District Bus Driver. My last day of work will be 31 December 2015.

Thank you

Jim Anderson

MJUSD

Personnel Dept.

NOV 3 0 2012

RECEIVED

M.BH

November, 28, 2015

To Whom It May Concern,

Please accept this letter of resignation from my position as paraeducator at Foothill Intermediate School effective immediately.

Thank you,

Barbara Michelle Holthouse

Ballouthouse

December 14, 2015

MJUSD

Personnel Dept,

DEC 1 4 2015

RECEIVED

After working for Marysville Joint Unified School District for 21+ years, I find it time for health reasons, to turn in my letter of resignation effective January 4, 2016. I appreciate the opportunities I have had to make a difference in my department. I have worked with some of the best people I've ever had the pleasure to be around and the best people I have ever worked for.

Man R. Hyphs

Sincerely,

Marc L. Nyquist

12/18/15

MJUSD

Personnel Dept.

DEC 2 9 2015

RECEIVED

Dear Ashley Vette,

Please accept this as my official notice of resignation effective December 18, 2015. Thank you for giving me the opportunity to work for you.

Sincerely,

Rachel Roguski

MJUSD

Personnel Dept

NOV 3 0 3

RECEIVED

Karen M. Sasek

P.O. Box 623

Browns Valley, Ca. 95918

(530) 743-8460

**School Bus Driver** 

**MJUSD** 

1919 B Street

Marysville, Ca. 95901

To Whom it may concern:

Personnel Office: Ramiro Carreon

Transportation Dept: Scott Lane, Don Buerer

I would like to inform you that I will be retiring effective February 22, 2016, with my last day of work being February 19, 2016. My school bus driving certificate expires on my birthday, the 22nd, and I do not wish to renew. I also want to participate in the early retiree incentive program, allowing me to keep my medical benefits until I reach 65. I have truly loved working for MJUSD for the past 26 years as a school bus driver, and has been a hard choice to leave.

If I can be of any assistance prior to my departure, please let me know, and I will be happy to provide whatever assistance I can for a smooth transition.

Sincerely,

Karen M Sasek

11-30-15

September 1, 2015

MJUSD

Personnel Dept.

Lanuary 7,2016

01/07/2016 15:36

RECEIVED

Wear Ramiro Carreon,

From:Copier Clearance Center

I, Lisa Wellington am resigning from my position as para-educator at Johnson Hark School effective Jan. 22,2016 (will be my last day). I have enjoyed my time at the School and will very much miss my students but am moving out of state

Thank you very much,

Lisa Wellington 2631 Clay St. Sacramento, Ca 95815 530713 1055 email: mail4/15aw@gmail.com

MJUSD
Personnel Dept

To Whom It May Concern,

RECEIVED

It is with a heavy heart and under the direction of my doctor and family that I submit this letter. Due to personal health issues it is in my best interest to resign from my position.

I want to thank all that I have worked with and become friends with over the years. Many have become extended family. I appreciate everyone that has helped me along the way.

I am resigning from my position at MJUSD as of February 10, 2016.

Wish you all the best life has to bring.

Respectfully yours,

Janet Wooten

**MHS Principal Secretary** 

Revised 12/2/15

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

2015-2016

District		MARYSVILLE JOINT UNIFI	ED SCH	HOOL DISTRICT
Person	comp	leting this form: Ramiro G. C	arreón	Title: Asst. Supt/Personnel Services
Quarter (check		oort Submission Date:		October 2015-1 <sup>st</sup> quarter-(7/1/15-9/30/15) January 2016-2 <sup>nd</sup> quarter (10/1/15-12/31/15) April 2016-3 <sup>rd</sup> quarter (1/1/16-3/31/16) July 2016-4 <sup>th</sup> quarter (4/1/16-6/30/16)
		mation to be reported publicly the box that applies:	at gove	rning board meeting: <u>January 26, 2016</u>
	Ø	No complaints were filed with above.	any scl	hool in the district during the quarter indicated
				the district during the quarter indicated ses the nature and resolution of these

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

OCIVICCS						
TOTALS	0					Ď
Print Name of District S	uperintendent	Dr. C	ay S. Todd			
_ Laux =	Tedd				12-16	
Signature of District Sur	perintendent			Date		
V		Q				

#### MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

#### **PLUMBER**

#### JOB SUMMARY

Under general supervision of Maintenance Department Supervisor or Director; plan, lead and organize the modification, installation, maintenance and repair of a variety of plumbing and irrigation systems; lead in the development of plumbing-related work schedules and projects; perform skilled plumbing work. Provide skilled plumbing services for the purpose of providing safe, well maintained facilities. Perform related duties and general maintenance work as assigned.

**ESSENTIAL FUNCTIONS** (may include, but not limited to the following major duties/responsibilities)

- Plan, organize, and lay out assigned tasks.
- · Receive and prioritize work orders.
- Estimate time, labor and material costs and establish completion timelines within budgetary guidelines.
- Analyze work to be completed and perform cost comparisons.
- · Oversee daily pool maintenance.
- Prepare and maintain a variety of automated and/or manual files and records including work orders, progress reports, inventory and control; prepare reports.
- Provide work direction and guidance to assigned coworkers assisting on projects.
- Instruct coworkers in safe work habits and ensure compliance with safety rules and procedures.
- Install, repair, and maintain a variety of plumbing, kitchen, and heating fixtures and equipment.
- Repair steam, hot water, and heating systems, or install boiler tubes and pumps.
- Fires boilers and maintains proper pressure and levels;
- Conducts tests of all safety equipment, water supply/resources and boiler systems
- Disassembles, repairs boilers and associated furnaces.
- Evaluate and implement the renovation and construction of sprinkler systems including modification from manual to automated systems.
- Inspect, monitor and verify work performed by assisting coworkers and/or outside contractors to assure compliance and completion within appropriate standards and regulations.
- Maintain tools and equipment in safe, clean, and orderly condition.
- Assist in the ordering and maintaining of accurate inventory of supplies, equipment, tools and materials.
- Communicate with District administrators to coordinate activities, exchange information resolve issues or concerns.
- Review, maintain and submit records regarding time and materials expended on projects.
- Develop logs of work completed; records time and materials needed to complete assigned jobs.
- · Installs rough plumbing, reinstalls fixtures.

- Drive to various District sites to conduct work.
- Assure compliance with environmental, health and safety codes and standards.
- Soldering and repair work
- Clears plumbing blockages in drains, downspouts, fixtures etc.
- Digs trenches, installs waste lines, prepares pipe and fittings for installation.
- Perform a variety of semi-skilled to skilled maintenance and repair work in the
  maintenance and repair of school buildings, facilities and equipment; maintain and
  repair flooring, roofing, electrical, and heating and ventilation equipment, windows,
  sprinkler and related fixtures, playground equipment and other related duties.
  Operate a variety of heavy equipment including tractors, dump trucks and a variety of
  hand and power tools and equipment May be required to work evenings and
  weekends in an emergency. Other related work as required or assigned.

#### **QUALIFICATIONS**

#### Knowledge of:

- 1. Principles and practices of training and providing work direction to others.
- 2. Federal, State, County and local codes, laws and plumbing ordinances in applicable codes
- 3. Occupational hazards and the various safety regulations, codes and precautions.
- 4. Design, construction, installation and maintenance of plumbing systems.
- 5. Inventory methods and techniques.
- 6. Proper methods of storing equipment, materials and supplies.
- 7. Requirements of maintaining school buildings in a safe, clean and orderly condition.
- 8. Safe operation and standard practices, methods, materials, tools and equipment.
- 9. Backflow controls.
- 9. OSHA safety standards.

#### Ability to:

- 1. Work independently, or as part of an efficiently working team, as assigned
- 2. Make accurate estimates of time and materials needed for projects.
- 3. Plan, layout, coordinate, schedule routine maintenance and projects.
- 4. Effectively communicate the progress of work projects.
- 5. Select and safely use a variety of specialized tools, equipment, materials and technology used in plumbing.
- 6. Maintain and service specialized tools and equipment.
- 7. Understand, apply and explain trade safety standards and procedures.
- 8. Maintain records and files, and be able to prepare complete and concise reports.
- 9. Communicate to resolve problems.
- 10. Operate a computer and related software.
- 11. Establish and maintain cooperative and effective working relationships.
- 12. Maintain current knowledge of technological advances in the field.
- 13. Meet schedules and timelines.
- 14. Apply policies and procedures.
- 15. Understand and carry out oral and written directions.
- 16. Communicate both orally and in writing in a clear and concise manner.
- 17. Read and apply blueprints and schematics

#### **EXPERIENCE**

Four (4) years of journey-level experience as a plumber.

#### **EDUCATION**

High School Diploma or equivalent is required, including or supplemented by courses required in the completion of an apprenticeship in the plumbing trade

#### LICENSES, CERTIFICATIONS, BONDING AND/OR TESTING REQUIRED

Valid California Drivers' License and evidence of insurability.

#### WORKING CONDITIONS

#### Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include indoor, outdoor and shop work environments.

#### Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to:

Lift, carry, and push and/or pull items up to a maximum of 60 pounds with a strength factor of heavy work.

Hear and speak to exchange information in person or on the telephone.

See to read a variety of materials and fine print.

Possess dexterity of hands and fingers to operate equipment.

Stand, walk and crawl.

Bend at waist, kneel or crouch.

Sit or stand for extended periods of time.

Reach horizontally, overhead and above shoulders.

Climb a step stool/ladder.

Drive a car, pickup truck, heavy equipment and/or other related vehicle.

#### Hazards:

Working with machines, tools, electrical equipment, and chemicals associated with a shop environment. Working in cramped or restrictive areas; working at heights, on ladders or scaffolding, rooftops. Contact with abusive or dissatisfied individuals is possible.

Board approved [Date]

**Grant Award Notification** 

	ard Notification			A. P. F. L.	CDE	GRAI	NINUMBE	Residence
	uperintendent			FY	PC	Α	Vendor	Suffix
Marysville Jo	oint USD				THE STATE OF		Number	er in the second
1919 B Stree				15	236	68	7273	00
Marysville, C	A 95901			Cole 2122 22 0010 1	10 mm m m m m m m m m m m m m m m m m m			(Maryana)), (Maryangian)
Attention	()			And the second second second	建建设的 电影 化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	WELL CONTRACTOR	CCOUNT	COUNTY
District Supe	rintendent or School	Administrator		PARTITION OF THE PARTY OF THE P	DDE ST	H45011737 11-	ALTERNATION OF THE PARTY OF THE	[[] [[] [] [] [] [] [] [] [] [] [] [] []
Program Off		7		Reso	维维的现在分词 经抵债 拉克特	100	evenue	58
Nutrition Services Division				Co	de 💮 🖠	JObj	ect Code	Application of the
Telephone			5380 8520		INDEX			
530-749-617								
Name of Gra School Break	<b>ant Program</b> dast Program and Su	ımmer Food Servio	ce Program S	Start-up a	nd Expa	nsion	Grant	0190
GRANT DETAILS	Original/Prior ∕Amendments	Amendment Amount	Trota		Ameno INo.		Award Starting Date	Award Ending Date
	\$37,221.00		\$37,221	.00			1-1-16	8-31-16
(CFDA 'Number	Federal Grant Number	Fed	deral Grantii	Name			Federal A	gency
Dear Superin	tendent Todd							×

Congratulations. I am pleased to inform you that you have been awarded a School Breakfast Program or Summer Food Service Program Start-up and/or Expansion Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. See reverse for additional information.

To accept this grant, please return the original, signed Grant Award Notification (AO-400) within 30 days of receipt to:

FMU—Breakfast Grant
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

Sacramento, CA 95814-5901					
California Department of Education Contact	Job Title				
James Rickner	School Nutrition	n Programs Specialist			
E-mail Address	Telephone				
breakfastgrant@cde.ca.gov	916-445-7360				
Signature of the State Superintendent of Public Instruction or Designee Date					
1 Tom Imlakson	December 11, 2015				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS					
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications					
assurances, terms, and conditions identified on the grant application (for grants with an application process)					
in this document or both; and I agree to comply with all	requirements as	a condition of funding.			
Printed Name of Authorized Agent	Title 🔾	. / 1			
Clay Todd	Superin				
F-mail Address	mail Address   elephone				
9todd@Mjusd.com 530-749-1					
Signature Date					
· Day Ledo		12-18-15			
1					

### SSS

## School Site Solutions, Inc. K-12 School Site and Facilities Specialists

## CONTRACT AMENDMENT BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AND SCHOOL SITE SOLUTIONS, INC.

This contract amendment, dated January 26, 2016, amends the previous services agreement dated July 28<sup>th</sup>, 2015 between the Marysville Joint Unified School District, herein referred to as the "District", and School Site Solutions, Inc., herein referred to as the "Consultant", for the period of July 15, 2015, through July 15, 2016. For the remuneration stipulated, the Consultant shall:

In addition to the services provided in the original Agreement, added services shall include, but not be limited to, the following:

- 1. Conduct facility inspection and assessment with District staff of each site.
- 2. Determine student capacity for each school by grade level utilizing class size and enrollment projections provided.
- 3. Assess each school site's potential for future growth, expansion and building consolidation.
- 4. Work with the District to develop practical and realistic recommendations with budgets for maintenance, renovations and additions, based on condition assessments, life-cycle analysis, safety and regulatory considerations, space considerations, energy improvements and educational facility standards.
- 5. Recommend prioritization of needs.
- 6. Prepare draft facility assessment reports for administrative review and for board approval.
- 7. Attend one meeting in each district geographic region to gather information regarding local facility needs.
- 8. Attend one District facility planning workshop and one District board meeting to discuss and report the findings and recommendations of the Facility Needs Analysis.
- 9. Review and assist in updating the district's Project Tracker Workbooks, facility standards and other pertinent facility information for inclusion into the analysis.
- 10. Coordinate cost estimating consultant services on the District's behalf. This contract proposal does not include cost estimating services.
- 11. Consult with all necessary consultants regarding pertinent information that aids in the completion of the report.

An hourly fee, as outlined in the attached fee schedule, shall be billed to the District for the services enumerated above, for an amount not to exceed \$27, 985.

Service requests by the district to School Site Solutions, Inc. outside the scope of this agreement will be presented to the district for approval as contract amendments.

The District shall pay and reimburse any direct costs, travel (over 100 miles), and lodging only, when such expenses are incurred at the request of the District at agreed upon rates between the District and Consultant ascertained prior to travel. All such claims shall be authorized in writing by the District prior to the consultant incurring the expense to be reimbursable under this agreement.



## CONSULTANT AGREEMENT October 2015 through February 2016 Page 2

The District shall furnish all information and material to the Consultant as necessary to complete the tasks and documentation. It is understood that the Consultant shall function as an independent contractor

without authority to obligate the District for any indebtedness or other commitments without the District's approval. The District will be responsible for all other additional consulting services.

The terms of this agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice. In the case of termination, the District will be entitled to completion of all work in progress, at its option, and SCHOOL SITE SOLUTIONS, Inc. will be entitled to payment in full of all expenses and fees incurred to date.

CONSULTANT		MARYSVILLE JOINT HIGH SC	HOOL DISTRICT
C. Lohn Donnigues	11-30-15		
C. John Dominguez, President	Date	Gay Todd Superintendent	Date

#### **FEE SCHEDULES**

#### Facility Assessment & Assistance Services

Principal \$145.00/hr

C. John Dominguez, President

Program Management \$135.00/hr

Leigh Coop, Associate Regina Bills-Dacong, Project Manager

Clerical/Admin \$65.00/hr

Austyn Cromartie, Office Manager/Project Assistant

## MASTER AGREEMENT BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AND SCHOOL SITE SOLUTIONS, INC.

This document represents the sole agreement between the Marysville Joint Unified School District, herein referred to as the "District", and School Site Solutions, Inc., herein referred to as the "Consultant", for the period July 15 2015, through July 15, 2016. For the remuneration stipulated, the Consultant shall:

- Assist in the preparation and review of a project schedule for all construction projects with cash flow analysis.
- Assist with communications to the district's facility stakeholders.
- Advocate on behalf of the district's facility department for construction project approvals on a local and state agency level.
- Assist in the procurement of vendors and contractors that will be required to complete all
  construction projects.
- Assist in the preparation and review of construction program preliminary budgets, including all
  projected costs.
- Provide an analysis and recommendation of all health and safety studies necessary for project delivery.
- Provide an analysis of current proposed scheduled construction projects and recommended revisions, if needed.
- Provide assistance in the development and review of the district updated Master Plan.
- Provide any other assistance to the district including development and review of RFP's and RFQ's, involvement in selection processes for consultants; analysis of current contracts and recommendations for revisions as needed.

An hourly fee, as outlined in the attached fee schedules, shall be billed to the District for the services enumerated above, for an amount not to exceed \$7,500.

Service requests by the district to School Site Solutions, Inc. outside the scope of this agreement will be presented to the district for approval as contract amendments and based on the provision of the master agreement.

The District shall pay and reimburse any direct costs, travel (over 100 miles), and lodging only, when such expenses are incurred at the request of the District at agreed upon rates between the District and Consultant ascertained prior to travel. All such claims shall be authorized in writing by the District prior to the consultant incurring the expense to be reimbursable under this agreement.

The District shall furnish all information and material to the Consultant as necessary to complete the tasks and documentation. It is understood that the Consultant shall function as an independent contractor

2015 H Street / Sacramento, CA 95811 www.schoolsitesolutions.com 916.930.0736 \* 916.0788 fax



without authority to obligate the District for any indebtedness or other commitments without the District's approval. The District will be responsible for legal costs associated with the district's construction program.

The terms of this agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice. In the case of termination, the District will be entitled to completion of all work in progress, at its option, and SCHOOL SITE SOLUTIONS, Inc. will be entitled to payment in full of all expenses and fees incurred to date.

CONSULTANT

phn Dominguez, President D

School Site Solutions, Inc.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Gay Todd ()
Superintendent

2015 H Street / Sacramento, CA 95811 www.schoolsitesolutions.com 916.930.0736 \* 916.0788 fax



#### CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 26th day of January, 2016 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Marysville Joint Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

- 1. <u>Consulting Services</u>. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
- 2. <u>Compensation to Consultant</u>. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
- 3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until July 31, 2016, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
- 4. <u>Customer Will Provide Information</u>. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
- 5. <u>Authorization to Acquire Information</u>. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
- 6. <u>Customer's Right to Provide Information</u>. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
- 7. <u>Limitation on Services</u>. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
- 8. <u>Ownership of Systems and Materials.</u> All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
- 9. <u>Indemnification</u>. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer



harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

#### 10. General.

- a. <u>Relationship of the Parties</u>. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. <u>Force Majeure</u>. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. <u>Entire Agreement</u>. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.
- 11. <u>Confidentiality</u>. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT" TOTAL COMPENSATION SYSTEMS, INC.	"CUSTOMER" MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
Signed: Jeffrey Keschel	Signed:
By: Geoffrey L. Kischuk	By: Ryan DiuGiulio
Title: President	Title: Asst. Supt. of Business Services
Date: 12/15/2015	Date: 1/26/16

#### SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between five employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do <u>not</u> include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

#### SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$6,900. One-half, or \$3,450 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,450 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.



Board of Trustees Marysville Joint Unified School District Marysville, California

Professional standards require that we communicate certain matters to keep you adequately informed about matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We communicate such matters in this report.

### AUDITOR'S RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Our responsibility is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The audit of the financial statements does not relieve you of your responsibilities and does not relieve management of their responsibilities. Refer to our engagement letter with the District for further information on the responsibilities of management and of Crowe Horwath LLP.

#### **AUDITOR'S RESPONSIBILITY UNDER GOVERNMENT AUDITING STANDARDS**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts or disclosures. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

#### PLANNED SCOPE AND TIMING OF THE AUDIT

We are to communicate an overview of the planned scope and timing of the audit. Accordingly, the following matters will be discussed during our meeting with you.

- How we addressed the significant risks of material misstatement, whether due to fraud or error.
- Our approach to internal control relevant to the audit.
- The concept of materiality in planning and executing the audit, focusing on the factors considered rather than on specific thresholds or amounts.



- Your views and knowledge about matters you consider warrant our attention during the audit, as well as your views on:
  - The allocation of responsibilities between you and management.
  - The entity's objectives and strategies, and the related business risks that may result in material misstatements.
  - Significant communications with regulators.
  - Other matters you believe are relevant to the audit of the financial statements.

## SIGNIFICANT ACCOUNTING POLICIES AND MANAGEMENT JUDGMENTS AND ACCOUNTING ESTIMATES

Significant Accounting Policies: The Board of Trustees should be informed of the initial selection of and changes in significant accounting policies or their application. Also, the Board of Trustees should be aware of methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas where there is a lack of authoritative consensus. We believe management has the primary responsibility to inform the Board of Trustees about such matters. To assist the Board of Trustees in its oversight role, we also provide the following.

#### **Accounting Standard** Impact of Adoption The District has recorded deferred outflow of GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the resources for its pension contributions made Measurement Date - an Amendment of GASB during the time between the measurement date of Statement No. 68. This standard requires a the beginning net position liability and the government to recognize a beginning deferred beginning of the initial fiscal year of outflow of resources for its pension contributions implementation of the new pension standards. made during the time between the measurement date of the beginning net pension liability and the beginning of the initial fiscal year of implementation of the new pension standards. Recognition of this amount will eliminate a potential source of understatement of restated beginning net position and expense in the first year of a government's implementation of GASB Statement No. 68, "Accounting and Financial Reporting for Pensions." GASB Statement No. 70, Accounting and Adoption of this Statement did not have a material **Financial Reporting for Nonexchange Financial** impact on the District's financial position or results Guarantees. The objective of this Statement is to of operations. improve accounting and financial reporting by state and local governments that extend and receive nonexchange financial guarantees. GASB Statement No. 68, Accounting and The District has retroactively implemented this Financial Reporting for Pensions - An Statement for the year ended June 30, 2015 resulting in restated net position at July 1, 2014, Amendment of GASB Statement No. 27. The as described in Note 1 to the Financial primary objective of this Statement is to improve accounting and financial reporting by state and Statements. The District modified its presentation local governments for pensions. It also improves of pension liabilities in the footnotes to meet the new GASB requirements. In addition, required information provided by state and local supplementary information was included in the governmental employers about financial support financial statements in accordance with the new for pensions that is provided by other entities. GASB requirements.



Accounting Standard	Impact of Adoption	
GASB Statement No. 67, Financial Reporting for Pension Plans – An Amendment of GASB Statement No. 25. The objective of this Statement, issued in June 2012, is to improve financial reporting by state and local governmental pension plans.	Adoption of this Statement did not have a material impact on the District's financial position or results of operations.	
Significant Unusual Transactions.	No such matters noted.	
Significant Accounting Policies in Controversial or Emerging Areas.	No such matters noted.	

Management Judgments and Accounting Estimates: Further, accounting estimates are an integral part of the financial statements prepared by management and are based upon management's current judgments. These judgments are based upon knowledge and experience about past and current events and assumptions about future events. Certain estimates are particularly sensitive because of their significance and because of the possibility that future events affecting them may differ markedly from management's current judgments and may be subject to significant change in the near term.

The following describes the significant accounting estimates reflected in the District's year end financial statements, the process used by management in formulating these particularly sensitive accounting estimates and the primary basis for our conclusions regarding the reasonableness of those estimates.

Significant Accounting Estimate	Process Used by Management	Basis for Our Conclusions
Local Control Funding Formula	Management calculates a LCFF Target and LCFF Floor to determine their funding amount. The LCFF Target is calculated using a Base Grant Funding, Supplemental Grant Funding, Concentration Grant Funding, and Add-On Funding. The LFCC Floor is calculated using a Floor Entitlement, Current Year Gap Funding, Economic Recovery Target, and Additional LCFF State Aid to Meet the Minimum. The LCFF calculation also assumes a cost-of-living adjustment.	We tested the propriety of information underlying management's estimates.
Useful Lives of Fixed Assets	Management has determined the economic useful lives of fixed assets based on past history of similar types of assets, future plans as to their use, and other factors that impact their economic value to the District.	We tested the propriety of information underlying management's estimates.



Significant Accounting Estimate	Process Used by Management	Basis for Our Conclusions
Pension and Postretirement Obligations	Amounts reported for pension and postretirement obligations require management to use estimates that may be subject to significant change in the near term. These estimates are based on projection of the weighted average discount rate, rate of increase in future compensation levels, and weighted average expected long-term rate of return on pension assets.	We evaluated the reasonableness of these estimates and assumptions.

# AUDITOR'S JUDGMENTS ABOUT QUALITATIVE ASPECTS OF SIGNIFICANT ACCOUNTING PRACTICES

We are to discuss with you our comments about the following matters related to the District's accounting policies and financial statement disclosures. Accordingly, these matters will be discussed during our meeting with you.

- The appropriateness of the accounting policies to the particular circumstances of the entity, considering the need to balance the cost of providing information with the likely benefit to users of the entity's financial statements.
- The overall neutrality, consistency, and clarity of the disclosures in the financial statements.
- The effect of the timing of transactions in relation to the period in which they are recorded.
- The potential effect on the financial statements of significant risks and exposures, and uncertainties that are disclosed in the financial statements.
- The extent to which the financial statements are affected by unusual transactions including nonrecurring amounts recognized during the period, and the extent to which such transactions are separately disclosed in the financial statements.
- The issues involved, and related judgments made, in formulating particularly sensitive financial statement disclosures.
- The factors affecting asset and liability carrying values, including the entity's basis for determining useful lives assigned to tangible and intangible assets.
- The selective correction of misstatements, for example, correcting misstatements with the effect of increasing reported earnings, but not those that have the effect of decreasing reported earnings.

#### CORRECTED AND UNCORRECTED MISSTATEMENTS

<u>Corrected Misstatements</u>: We are to inform you of material corrected misstatements that were brought to the attention of management as a result of our audit procedures.

There were no such misstatements.

<u>Uncorrected Misstatements</u>: We are to inform you of uncorrected misstatements that were aggregated by us during the current engagement and pertaining to the latest and prior period(s) presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. For your consideration, we have distinguished misstatements between known misstatements and likely misstatements.

There was one uncorrected misstatement of \$1,505,000 related to decrease in net pension liability as a result of an incorrect discount rate used in determination of net pension liability.



#### OTHER COMMUNICATIONS

Communication Item	Results
Other Information In Documents Containing Audited Financial Statements Information may be prepared by management that accompanies the financial statements. To assist your consideration of this information, you should know that we are required by audit standards to read such information and consider whether such information, or the manner of its presentation, is materially inconsistent with information in the financial statements. If we consider the information materially inconsistent based on this reading, we are to seek a resolution of the matter.	We read the following items and noted no material inconsistencies or misstatement of facts in such information based on our reading thereof.  • Management's Discussion and Analysis of Financial Condition and Results of Operations
Significant Difficulties Encountered During the Audit We are to inform you of any significant difficulties encountered in dealing with management related to the performance of the audit.	There were no significant difficulties encountered in dealing with management related to the performance of the audit.
Disagreements With Management We are to discuss with you any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the District's financial statements or the auditor's report.	During our audit, there were no such disagreements with management.
Consultations With Other Accountants  If management consulted with other accountants about auditing and accounting matters, we are to inform you of such consultation, if we are aware of it, and provide our views on the significant matters that were the subject of such consultation.	We are not aware of any instances where management consulted with other accountants about auditing or accounting matters since no other accountants contacted us, which they are required to do by Statement on Auditing Standards No. 50, before they provide written or oral advice.
Representations The Auditor Is Requesting From Management We are to provide you with a copy of management's requested written representations to us.	We direct your attention to a copy of the letter of management's representation to us provided separately.
Significant Issues Discussed, or Subject to Correspondence, With Management We are to communicate to you any significant issues that were discussed or were the subject of correspondence with management.	There were no such significant issues discussed, or subject to correspondence, with management.
Significant Related Party Findings and Issues We are to communicate to you significant findings and issues arising during the audit in connection with the District's related parties.	There were no such findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.



Communication Item	Results
Other Findings or Issues We Find Relevant or Significant We are to communicate to you other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to you regarding your oversight of the financial reporting process.	There were no such other findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.

We are pleased to serve your District as its independent auditors and look forward to our continued relationship. We provide the above information to assist you in performing your oversight responsibilities, and would be pleased to discuss this letter or any matters further, should you desire. This letter is intended solely for the information and use of the Board of Trustees and, if appropriate, management, and is not intended to be and should not be used by anyone other than these specified parties.

Crowe Horwath LLP

Sacramento, California December 14, 2015





1919 B Street • Marysville, CA 95901 (530) 749-6114 • Fax (530) 742-0573

#### Board of Trustees

Jeff D. Boom Frank J. Crawford Anthony J. Dannible Jim C. Flurry Glen E. Harris Philip R. Miller Bernard P. Rechs

#### District Administration

Gay Todd Superintendent

Ramiro Carreón Asst. Superintendent-Personnel Services

Ryan DiGiulio Asst. Superintendent-Business Services December 14, 2015

Crowe Horwath LLP 400 Capitol Mall, Suite 1400 Sacramento, California

Ladies and Gentlemen:

We are providing this letter in connection with your audit of the financial statements of Marysville Joint Unified School District as of June 30, 2015 and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Marysville Joint Unified School District and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Except where otherwise stated below, immaterial matters less than \$532,000 for the government activities, \$188,000 for the General Fund, \$8,000 for the Bond Interest & Redemption Fund, \$48,000 for the aggregate remaining fund information collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. These amounts are not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

- 1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated March 13, 2013 for the preparation and fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States and we believe the financial statements are fairly presented and include all properly classified funds and other financial information of the primary government required by accounting principles generally accepted in the United States to be included in the financial reporting entity.
- We are responsible for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements that are free from material



misstatement, whether due to error or fraud. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.

- 3. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- 4. We have provided you -
  - a. Access to all financial records, documentation and other information that is relevant to the preparation and fair presentation of the financial statements.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. All minutes of governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
  - e. Audit or relevant monitoring reports, if any, received from funding sources.
  - f. Results of the assessment of risk that the financial statements may be materially misstated as a result of fraud.
- There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- There are no transactions that have not been properly recorded in the accounting records underlying the financial statements or the schedule of expenditures of federal awards.
- We have no plans or intentions that might materially affect the carrying value or classification of assets, deferred outflows, liabilities, and deferred inflows.
- 8. We have identified all accounting estimates that materially affect recorded amounts and disclosures in the financial statements, and the key factors and significant assumptions underlying those estimates. We believe the estimates are reasonable in the circumstances.

#### These estimates include: Valuation of long lived assets.

- Disclosure of pension plans or other post retirement benefits.
- Local Control Funding Formula recorded revenue and association receivable.
- d. Useful life of capital assets.
- Adequate consideration and provision has been made, when necessary, for any material losses likely to be sustained from:
  - a. Sales commitments.
  - b. Sale of inventory, including excess or obsolete inventories on hand.
  - Purchase commitments for inventory quantities in excess of normal requirements or at a price in excess of market.
  - Impairment of long-lived assets when the carrying amount may not be recoverable.



- e. Collection of receivables.
- f. Environmental remediation liabilities.
- Except as disclosed in the financial statements, or directly to you, there are or have been no material:
  - a. Arrangements, either written or oral, with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
  - b. Oral or written guarantees under which the entity is contingently liable.
  - Other financial instruments with significant "off-balance-sheet" risk of accounting loss to which the entity is a party.
  - d. Concentrations that make the entity vulnerable to the risk of a severe impact within one year from the balance sheet date (including, for example, individual or group concentrations of customers, suppliers, lenders, products, services, sources of labor or materials, licenses or other rights, operating areas or markets).
  - e. Significant accounting estimates that are susceptible to changing materially as a result of an event or change in conditions that is reasonably possible of occurrence within one year from the balance sheet date.
  - f. Liens, encumbrances or other title impairments, such as pledges as collateral, on entity assets at the balance sheet date.
  - g. Restrictions under borrowing agreements.
  - h. Unrecorded transactions.
  - Significant events that have occurred subsequent to the balance sheet date through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
  - j. Declines in market value of investments that are not temporary.
- 11. We have disclosed to you all known actual or possible litigation, claims and assessments whose effects should be considered by management when preparing the financial statements. These matters have been accounted for and disclosed in conformity with accounting principles generally accepted in the United States and GASB 62.
- 12. Related parties and all related party relationships and transactions, and related amounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements and guarantees, have been disclosed to you, and have been appropriately accounted for and disclosed in the financial statements in accordance with the requirements of accounting principles generally accepted in the United States.
- 13. Except as disclosed to you, we have no knowledge of any fraud or suspected fraud affecting the entity involving:
  - a. Management, whether material or not.
  - b. Employees who have significant roles in internal control, whether material or not.
  - c. Others when the fraud could have a material effect on the financial statements.



- 14. Except as disclosed to you, we have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements received in communications from employees, former employees, analysts, regulators, or others.
- 15. Except as disclosed to you, there have been no:
  - a. Instances of non-compliance or suspected non-compliance with budget ordinances, laws or regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered when preparing the financial statements.
  - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB 62.
  - c. Communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.
  - Reservations or designations of fund equity that were not properly authorized and approved.
- 16. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 17. With respect to the audit in accordance with Government Auditing Standards:
  - We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the Entity.
  - b. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of laws and regulations that have a material effect on the determination of financial statement amounts, and that warrant the attention of those charged with governance.
  - c. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts.
  - d. We have identified and disclosed to you all instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements.
  - If applicable, we have identified for you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
  - f. In regards to the following non-audit services performed by you we acknowledge our as follows:
    - we assume all management responsibilities for these services;
    - we oversaw these services by designating an individual within senior management who possessed suitable skill, knowledge, or experience;
    - we have evaluated the adequacy and results of the services performed;
    - we accept responsibility for the results of these services
- 18. With respect to the requirements of the Office of Management and Budget Circular A-133 related to federal awards:
  - a. We are responsible for complying, and have complied, with the requirements of Circular A-133.

- We are responsible for the presentation of the Schedule of Expenditures of Federal Awards (SEFA) in accordance with OMB Circular A-133 and believe the SEFA, including its form and content, is fairly presented in accordance with these criteria. The methods of measurement and presentation have not changed from those used in the prior period. All significant assumptions or interpretations underlying the measurement and presentation of the SEFA have been identified and disclosed to you. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
- c. We are responsible for understanding complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of its federal programs.
- d. We are responsible for establishing and maintaining effective internal control over compliance for federal programs that provides reasonable assurance that the organization is managing federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on its federal programs.
- We have identified and disclosed to you the requirements of laws, regulations and the
  provisions of contracts and grant agreements that are considered to have a direct and
  material effect on each major program.
- f. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondences that have taken place with federal agencies or pass-through entities and are related to federal programs.
- g. We have complied, in all material respects, with the direct and material compliance requirements of federal award programs, except as disclosed to you.
- We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material requirements of federal awards.
- i. We have made available to you all documentation related to the compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- If applicable, we have provided our interpretations of any compliance requirements that are subject to varying interpretations.
- k. If applicable, we have disclosed communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- If applicable, we have disclosed the findings received and the related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including the findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- m. If applicable, we have disclosed the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.
- We have disclosed any known noncompliance occurring subsequent to the period for which compliance is audited.
- We have disclosed whether any changes in internal control over compliance or other
  factors that might significantly affect internal control, including any corrective action taken
  by management with regard to deficiencies, significant deficiencies, and material
  weaknesses have occurred subsequent to the date as of which compliance is audited.



- p. We have complied with reporting requirements in connection with federal awards, and information presented in federal financial reports and claims for advances and reimbursements is supported by the accounting records from which the financial statements prepared.
- q. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted; to the federal agency or pass-through entity, as applicable.
- We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by Circular A-133.
- We have accurately completed the appropriate sections of the data collection form, or have reviewed those sections as prepared by you.
- If applicable, we have disclosed all contracts or other agreements with the service organizations.
- If applicable, we have disclosed to you all communications from the service organization relating to noncompliance at the service organization.
- v. Costs charged to federal awards are in accordance with applicable cost principles.
- 19. We are responsible for the presentation of the supplementary information in accordance with the applicable criteria and believe the supplementary information, including its form and content, is fairly presented in accordance with these criteria. The methods of measurement and presentation have not changed from those used in the prior period. All significant assumptions or interpretations underlying the measurement and presentation of the supplementary information have been identified and disclosed to you. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
- 20. We are responsible for the required supplementary information, including that such information is measured and presented in accordance with prescribed guidelines. The methods of measurement or presentation have not changed from those used in the prior period. All significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information have been disclosed to you.
- 21. We understand that during the course of your audit, you have relied on work performed by the following specialists. We confirm that we have no relationships with those specialists that may bear on their objectivity, such as the ability through employment, ownership, contractual right, family relationship or otherwise to directly or indirectly control or significantly influence the specialist.
  - Total Compensation Systems
- We agree with the findings of specialists in evaluating the CalSTRS and CalPERS pension liability, pension expense, and deferred items and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of matters that have had an effect on the independence or objectivity of the specialists.



- 23. During the course of your audit, we have provided to you physical or electronic copies of various original documents. We understand that you are relying on such copies as audit evidence in your audit and represent that copies provide are an accurate and completed representation of the original documentation and that the copies have not been modified from their original version.
- 24. The financial statements include all component units that meet the criteria of financial accountability or which are otherwise considered misleading to exclude, the classification of these component units as discretely presented or blended is appropriate, and the relationships and criteria for inclusion are properly disclosed.
- 25. The financial statements properly classify all funds and activities.
- 26. All funds that meet the quantitative criteria in GASB Statements Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to the financial statement users.
- 27. Net position components (invested in capital assets, restricted, and unrestricted) are properly classified and fund balance types (including minimum fund balance policies and/or stabilization agreements, if applicable) are properly presented and disclosed pursuant to GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.
- 28. Expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 29. Revenues are properly classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 30. Interfund, internal, and intra-entity activity and balances have been properly classified and reported.
- 31. Deposits and investment securities are properly classified in category of custodial credit risk.
- 32. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- 33. All suggested adjusting journal entries, as discussed and approved, will be recorded in the accounting records.
- 34. We understand that you have assisted us with the preparation of our financial statements and footnotes and we have reviewed and approved the financial statements and footnotes and take full responsibility for them.
- 35. We believe that the effect of the uncorrected financial statement misstatement of \$1,505,000 related to decrease in the estimated net pension liability and resulting increase in net position as a result of an incorrect discount rate used in determination of net pension liability is immaterial to the financial statements taken as a whole.

Crowe Horwath LLP December 14, 2015 Page 8

Gay Todd, Superintendent

Ryan DiGiulio, Assistant Superintendent of Businesss Services

#### MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT Schedule of Uncorrected Misstatements For the year ended June 30, 2015

During the course of the audit, we have accumulated uncorrected differences that were determined by management to be immaterial, both individually and in the aggregate, to the government-wide statement of net position, statement of activities, and the related financial statement disclosures. These misstatements were evaluated using both the rollover and the iron curtain approaches. Following is a summary of those differences as measured using the rollover approach.

	Effec	t – Increase (De	crease)	<u> </u>
Description	Assets Liabilities	Equity	Revenue	Expenses
Current Year Differences				
Possible overstatement of CalPERS' Net Pension Liability	\$ - \$ (1,505,000	<u> </u>	\$ <u>-</u>	\$ (1,505,000)
Total Effect	\$ <u>-</u> \$ (1,505,000	) <b>\$</b>	\$ -	\$ (1,505,000)

#### MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

## **RESOLUTION 2015-16/14**

### AMENDMENT TO RESOLUTION 2015-16/

WHEREAS, The California Department of Education, Child Development Services, has submitted amended 2015-16 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

**NOW, THEREFORE, BE IT RESOLVED** that the District approves the following amended contracts and adopt the revised income and expenditure accounts budgeted for the 2015-16 school year.

INCOME:		
CSPP-5628	12-5025-082909210 12-6105-085909210	
CCTR-5317	12-5025-082909201 12-6105-085909201	\$ 78,994.00 \$ 104,756.00
TOTAL REVENUE		\$2,124,902.00
1 1 1 1 1	201000 202000 203000 204000 205000 206000 207000	
TOTAL EXPENDITURES	207000	\$2,124,902.00
PASSED AND ADOPTED TH	IS DAY OF	2016.
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST:		
Gay S. Todd, Superintendent Secretary - Board of Trustees		of Trustees



#### CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

-F.Y. 15 - 16

# Amendment 01

## LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

**DATE:** July 01, 2015

**CONTRACT NUMBER:** CCTR-5317

PROGRAM TYPE: GENERAL CHILD CARE &

**DEV PROGRAMS** 

PROJECT NUMBER: <u>58-7273-00-5</u>

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2015 designated as number CCTR-5317 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$172,594.00 and inserting \$183,750.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$36.10 and inserting \$38.29 in place thereof.

#### SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 4,781.0 and inserting 4,799.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 236. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE	OF CALIFORNIA			CONT	RACTOR
BY (AUTHORIZED SIGNATURE)			BY (AUTHORIZED SI	GNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Mana	ger			TITLE OF PERSON S	
TITLE Contracts, Purchasing a	nd Conference Services		1919 B S	treet, M	arysville, CA 95901
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 11,156  PRIOR AMOUNT ENCUMBERED FOR	PROGRAM/CATEGORY (CODE AND TITLE)  Child Development Programs (OPTIONAL USE)  See Attached	) 	FUND TITLE		Department of General Services use only
* 172,594	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 183,750	OBJECT OF EXPENDITURE (CODE AND TITLE 702	.E)			
I hereby certify upon my own personal kno- purpose of the expenditure stated above.	Wedge that budgeted funds are available for the p	eriod and	T.B.A. NO	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICEI See Attached	3	121	DATE		

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-5317

# Amendment 01

AMOUNT ENCUMBERED BY THIS [ \$ 0	PROGRAM/CATEGORY (CO Child Developmen			FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 50,958	(OPTIONAL USE)0656 13609-7273	FC# 93.596	:11	PC# 000321	187
TOTAL AMOUNT ENCUMBERED TO \$ 50,958	DATE ITEM 30.10.020.001 6100-194-0890		CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE 702	(CODE AND TITLE) SACS: Res-5025 Rev-	8290	H	
AMOUNT ENOUGHDEDED BY THE	OCCUMENT PROGRAM/CATEGORY (CO	DE AND TITLE)		I FUND TITLE	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE Child Development			FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 28,036	(OPTIONAL USE)0656 15136-7273	FC# 93.575		PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,036	ITEM 30.10.020.001 6100-194-0890		CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CC 702 S.	DDE AND TITLE) ACS: Res-5025 Rev-	8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 11,156	PROGRAM/CATEGORY (CODE AND TITLE)  Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656			
\$ 93,600	23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 104,756	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-610	5 Rev-8590		

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



## CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 15 - 16

# Amendment 01

# LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5628

PROGRAM TYPE: CALIFORNIA STATE

PRESCHOOL PROGRAM

**PROJECT NUMBER:** <u>58-7273-00-5</u>

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2015 designated as number CSPP-5628 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,807,388.00 and inserting \$1,941,152.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$36.10 and inserting \$38.53 in place thereof.

#### SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 50,066.0 and inserting 50,380.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 175. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE	OF CALIFORNIA				CON	ITRACTOR
BY (AUTHORIZED SIGNATURE)			BY (A	UTHORIZED SI	GNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Mana	ger				TITLE OF PERSON	n signing intendent
TITLE Contracts, Purchasing a	nd Conference Services		ADDR	ess 19 B S	treet,	Marysville, CA 95901
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 133,764  PRIOR AMOUNT ENCUMBERED FOR	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) See Attached	5		FUND TITLE		Department of General Services use only
this contract \$ 1,807,388	TEM See Attached	CHAPTER		STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,941,152	OBJECT OF EXPENDITURE (CODE AND TITE 702				,	
I hereby certify upon my own personal kno purpose of the expenditure stated above.	viedge that budgeted funds are available for the p	eriod and		T.B.A. NO.	B.R. NO	
SIGNATURE OF ACCOUNTING OFFICE	12	23		DATE		

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER:

CSPP-5628

# Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
-63,717	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656 FC# 93.59	96	PC# 000321	
63,717	13609-7273			
TOTAL AMOUNT ENCUMBERED TO DATE  \$ 0	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 R	Rev-8290		
	PROGRAM/CATEGORY (CODE AND TITLE)		I FUND TITLE	
AMOUNT ENCUMBERED BY THIS DOCUMENT  \$ -35,056	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE) 0656 FC# 93.57	75	PC# 000324	
\$ 35,056	15136-7273			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE	FISCAL YEAR
\$ 0	6100-194-0890	B/A	2015	2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 R	Rev-8290		
AMOUNT ENGLIMPERED BY THIS DOCUMENT	702 SACS: Res-5025 R	Rev-8290	FUND TITLE	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 349.572	702 SACS: Res-5025 R PROGRAM/CATEGORY (CODE AND TITLE)	Rev-8290	FUND TITLE General	
\$ 349,572	702 SACS: Res-5025 R	Rev-8290		
\$ 349,572 PRIOR AMOUNT ENCUMBERED	702 SACS: Res-5025 R  PROGRAM/CATEGORY (CODE AND TITLE)  Child Development Programs	Rev-8290		
\$ 349,572 PRIOR AMOUNT ENCUMBERED \$ 1,591,580	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656	CHAPTER	General	FISCAL YEAR
\$ 349,572  PRIOR AMOUNT ENCUMBERED  \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273		General	FISCAL YEAR 2015-2016
\$ 349,572  PRIOR AMOUNT ENCUMBERED \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273 ITEM 30.10.010.	CHAPTER B/A	General	
\$ 349,572  PRIOR AMOUNT ENCUMBERED  \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE  \$ 1,941,152	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273 ITEM 30.10.010. 6100-196-0001 OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 F	CHAPTER B/A	General STATUTE 2015	
\$ 349,572  PRIOR AMOUNT ENCUMBERED \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,941,152  AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 23038-7273 ITEM 30.10.010. 6100-196-0001  OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 F	CHAPTER B/A	STATUTE 2015	
PRIOR AMOUNT ENCUMBERED  \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE  \$ 1,941,152  AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273 ITEM 30.10.010. 6100-196-0001 OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 F  PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	CHAPTER B/A	General STATUTE 2015	
\$ 349,572  PRIOR AMOUNT ENCUMBERED  \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE  \$ 1,941,152  AMOUNT ENCUMBERED BY THIS DOCUMENT  \$ -117,035  PRIOR AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273 IITEM 30.10.010. 6100-196-0001 OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 F  PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656	CHAPTER B/A	STATUTE 2015	
\$ 349,572  PRIOR AMOUNT ENCUMBERED  \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE  \$ 1,941,152  AMOUNT ENCUMBERED BY THIS DOCUMENT  \$ -117,035  PRIOR AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273 ITEM 30.10.010. 6100-196-0001 OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 F  PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23254-7273	CHAPTER B/A Rev-8590	STATUTE 2015  FUND TITLE General	2015-2016
\$ 349,572  PRIOR AMOUNT ENCUMBERED \$ 1,591,580  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,941,152  AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -117,035  PRIOR AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656 23038-7273 IITEM 30.10.010. 6100-196-0001 OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 F  PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE)0656	CHAPTER B/A	STATUTE 2015	

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

# SchoolWorks, Inc.

8331 Sierra College Blvd. #221 Roseville, CA 95661 Ph: (916) 771-4604 www.SchoolWorksGIS.com



SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Marysville Joint Unified School District authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

Date:

Services Performed By:

Services Performed For:

Marysville, CA 95901

January 26, 2016

SchoolWorks, Inc.

Marysville Joint Unified School District

8331 Sierra College Blvd.

#221

1919 B Street

Roseville, CA 95661 Ph: (916) 771-4604

www.SchoolWorksGIS.com

LEVEL 1 DEVELOPER FEE STUDY

# Scope of Work

1. <u>Developer Fee Study – Level 1:</u>

Consultant shall prepare a Level 1 Developer Fee Study to justify the statutory fee rates for both residential and for commercial/industrial development. School Districts are authorized to collect these fees per Education Code Section 17620. The Study will include a sample Board Resolution to be adopted along with a sample Public Notice that needs to be published/posted at least fourteen (14) days prior to School Board approval.

The Level 1 Fees are adjusted every two years to account for the changes in the construction cost index. The next adjustment will be made on January 27, 2016.

Wa Electrical	2014 Rates	2016 Rates
Residential	\$3.36	TBD
Commercial/Industrial	\$0.54	TBD

# Pricing

Item Description	Cost
Level 1 Developer Fee Study	\$7,750

If SchoolWorks' presence is requested at a School Board meeting, the district will be billed at \$140 per hour plus travel time and expenses.

# Payment Schedule

The consulting fees cited above, will be billed upon completion of the project. The amount is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.



# Conditions and Requirements

If the District does not qualify for a Level 1 Fee in excess of the statutory Level 1 Fee, a fifty percent (50%) discount will be given on the cost of the study.

# District to Provide

- (1) Current CBEDS(2015-16) information (broken down by school site and grade level)
- (2) Listing of developer fees collected over the past two (2) years. This should include the amount paid and the square footage for each permit
- (3) Latest audit report

Marysville Joint Unified School District		SchoolWorks, Inc.	
Signature	<u> </u>	Hen Reynold	
Ryan	DiGiulio	Ken Reynolds	
Name		Name	
Asst.	Supt. of Business	President - SchoolWorks, Inc.	
Title	Services	Title	
1/26/1	6	January 26, 2016	
Date		Date	

#### **Resolution 2015-16/15**

# AMENDING THE JOINT POWERS AGREEMENT FORMING THE SCHOOL RISK AND INSURANCE MANAGEMENT GROUP

- WHEREAS, on March 11, 2008, by Resolution No. 2007-08/42, the Board of Trustees of the Marysville Joint Unified School District approved entering into an agreement that provided for the creation of the School Risk and Insurance Management Group (SRIMG) for the purpose of jointly funding certain liabilities incurred by the parties to the agreement and providing risk management services to reduce such losses; and
- **WHEREAS**, SRIMG has provided the Marysville Joint Unified School District coverage of such liabilities at a stable and overall competitive pricing; and
- **WHEREAS**, the Board of Trustees finds it in the best interest of the Marysville Joint Unified School District to continue its participation in SRIMG for the continuation of coverage for liabilities as defined in the coverage documents and risk management services from SRIMG; and
- **WHEREAS**, while the agreement has essentially retained its original form as originally drafted in 1978, laws have changed and the operations of the authority have developed; and
- **WHEREAS**, the Board of Trustees recognizes these changes and the need to amend the joint powers agreement to enable SRIMG to benefit from, and conform to, the changes in the laws, to adapt to changes in the environment that SRIMG operates, and to benefit from developments in the managerial and operational techniques of a joint powers authority for the purpose of jointly funding the tort liability and other losses facing the parties to the agreement in the future; and
- **NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees accepts the changes to the agreement as presented; and
- **BE IT FURTHER RESOLVED** that the Board of Trustees authorizes the Assistant Superintendent of Business Services to sign the amended agreement that shall enable the Marysville Joint Unified School District to continue with the joint self-insurance and risk management programs provided by the authority.
- **APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 26<sup>th</sup> day of January 2016 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	
Gay S. Todd, Superintendent	Benard P. Rechs
Secretary - Board of Trustees	President - Board of Trustees

<b>SRIMG Joint Powers Agr</b>	eement
Amended	_, 2016

# FORMING THE SCHOOLS RISK AND INSURANCE

#### MANAGEMENT GROUP

The undersigned Public Education Agencies entered into this Agreement for the purpose of establishing, operating, and maintaining a self-insurance program for Workers' Compensation and other self-insurance and risk management programs.

#### Recitals

WHEREAS, this Agreement is entered into pursuant to the provisions of the Joint Exercise of Powers Act, commencing at section 6500 of the California Government Code, and California Education Code section 17567, which authorize public agencies and school districts to jointly insure or self-insure their liabilities and to perform other related services through a joint powers agreement;

WHEREAS, California Government Code sections 990.4, 990.6 and 990.8 enable a public entity to self-insure or purchase insurance jointly with other entities under a joint powers agreement;

WHEREAS, California Labor Code section 3700 enables public entities to self-insure their workers' compensation liabilities with approval by the California Department of Industrial Relations; and

WHEREAS, it is to the mutual benefit of the parties herein, and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATION AGENCIES, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

# ARTICLE I -CREATION OF THE SCHOOL RISK AND INSURANCE MANAGEMENT GROUP (SRIMG)

Pursuant to the California Government Code section 6503.5, there is hereby created a public entity separate and apart from the parties hereto, to be known as the "School Risk and Insurance Management Group," hereinafter designated as "SIG", "SRIMG" or "the Group." The debts, liabilities, or obligations of the Group do not constitute debts, liabilities, or obligations of any party to this Agreement.



H1+

SRIMG shall have the powers common to Public Education Agencies for the accomplishment of the purposes of this Agreement, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities, or obligations to any party to this Agreement; to acquire, hold or dispose of property; to receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and to be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon Placer County Office of Education.

#### **ARTICLE II - PURPOSES**

The purposes of this **Agreement** shall be to provide the parties with the capabilities of self-insurance, pooling, and joint purchase of insurance programs, and the establishment and maintenance of funds to pay for desired insurance coverage or self-insured claims. Such program shall include, but will not be limited to administrative services, such as claims adjusting, administration, safety engineering, and other risk management services.

#### **ARTICLE III - DEFINITIONS**

The following terms shall have the meaning as herein stated, except where the context requires otherwise:

- a. **Agreement** shall mean this Joint Powers Agreement forming the School Risk and Insurance Management Group.
- b. **Bylaws** shall mean the Bylaws adopted, or as amended, by the **Joint Powers Board.**
- c. **Group, SRIMG**, or **SIG** shall mean the Schools Risk and Insurance Management Group, a joint powers authority created by this **Agreement**.
- d. **Joint Powers Board** shall be the governing board of the **Group** as described in Article VIII.
- e. **Member** shall mean an entity that signed this **Agreement** at the inception of the **Agreement** or thereafter.
- f. **Non-voting Member** is an entity that signed this **Agreement** whose governing body consists exclusively of representative from other **Members**.
- g. **Program** shall mean a self-funded, group purchase, or combination self-funded and group purchase, coverage, including ancillary services to enhance such programs, provided to the **Members** of the **Group**.
- h. **Public Education Agency** shall mean a school district, county superintendent of schools, regional occupation program, community college, school joint powers authority, or a public or non-profit entity composed entirely of **Members** or formed exclusively to serve a **Member** or **Members**.



- i. Representative shall mean the representative or alternate appointed by the Member in accordance with Article VIII, below.
- j. Voting Member shall mean a Member that has been approved by the Joint Powers Board and is entitled to vote. Exhibit A, which is attached to this Agreement and incorporated herein, lists the Voting Members. Exhibit A will be amended without further approval upon a change in Voting Members.

#### **ARTICLE IV - MEMBERS**

#### A. ELIGIBILITY

Each initial party to this **Agreement** must be a **Public Education Agency** and shall become **a Member** on the effective date of this **Agreement**. The **Members** are entitled to the rights and privileges, and are subject to the obligations of membership, all as are provided in this **Agreement**. **A Public Education Agency** desiring membership after initial operation has begun shall apply under the provisions of the **Bylaws**. All parties shall be bound by this **Agreement**, the **Bylaws**, the **Program** policies, and the other governing documents of **SRIMG**.

#### B. MEMBERS' OBLIGATIONS

Each **Member** shall cooperate fully with **SRIMG** in investigating, defending and settling claims for which **SRIMG** provides coverage; shall pay cash contributions, assessments and other charges promptly; and shall comply with the terms of this **Agreement**, the **Bylaws**, the **Program** policies and procedures in which the **Member** participates, and such other policies and procedures adopted by **SRIMG**.

Each **Voting Member** shall appoint a Representative and an alternate to the **Joint Powers Board**.

#### ARTICLE V - WITHDRAWAL AND EXPULSION

#### A. WITHDRAWAL

No **Member** may terminate its membership as a party to this **Agreement** for three (3) years after becoming a party. After the expiration of said three (3) year period, a **Member** may terminate its participation in this **Agreement** by giving written notice to the **Joint Powers Board.** The terminating **Member** must provide written notice to the **Joint Powers Board** by March 31st, and the termination shall be effective as of the end of the fiscal year that said written notice is received. A copy of official Governing Board action terminating its membership as a party to this **Agreement**, as adopted by the terminating **Member**'s governing board, shall constitute "written notice". A withdrawing **Member** shall have no right to the contributions made to **SRIMG**, except as provided in the **Bylaws** or other governing documents.



-3-

#### B. EXPULSION

**SRIMG** may expel a **Member**, with or without cause, by a two-thirds affirmative vote of those **Representative**s voting at a regular or special meeting of the **Joint Powers Board**. Such expulsion shall not be effective for at least ninety (90) days after the vote of the **Joint Powers Board**.

#### C. EFFECTS OF WITHDRAWAL OR EXPULSION

In accordance with California Government Code section 6512.2, the expulsion or withdrawal of a **Member** shall not be construed as the completion of the purpose of this **Agreement** and shall not require the repayment or return to the **Member** of all or any part of the contributions, payments or advances made by the **Member**. A **Member** who withdraws or is expelled shall remain liable for any obligations arising out of the period during which the **Member** participated in **SRIMG**.

#### ARTICLE VI DISSOLUTION

SRIMG may be dissolved with the approval of two-thirds of the Voting Members as reflected in a resolution adopted by the Voting Members' governing boards. Upon such approval, SRIMG shall continue to be responsible for all existing assets and liabilities. No assets may be divided or returned until all outstanding obligations of SRIMG have been resolved or a paid-up contract has been enacted that removes SRIMG from any further obligation. Said paid-up contract may impose responsibility for any outstanding claims on the Members. Disposition of assets will be made in proportion to the contributions of the current Members. Upon disposition of the assets, SRIMG shall be terminated and dissolved.

#### ARTICLE VII BYLAWS

**SRIMG** shall be governed by **Bylaws** adopted by the **Joint Powers Board**. The **Bylaws** may be amended and restated, and shall not be inconsistent with this **Agreement**.

#### ARTICLE VIII JOINT POWERS BOARD

#### A. COMPOSITION

**SRIMG** shall be governed by a **Joint Powers Board** consisting of a Representative from each **Voting Member**. Each **Voting Member** shall also appoint one alternate. The alternate appointed by a **Voting Member** shall have the authority to attend, participate in, and vote at any meeting of the **Joint Powers Board** when the Representative for whom he/she is an alternate is absent from said meeting. The Representative or alternate shall be appointed in writing by the **Member** and shall be a member of the **Voting Member's** management staff.

For purposes of transacting business at a meeting of the **Joint Powers Board**, a "quorum" is a majority of the **Representatives** or alternates who are present at the meeting. If a "quorum" is present, the affirmative vote of a majority of the **Representatives** or alternates at the meeting



<b>SRIMG Joint Powe</b>	ers Agreement
Amended	, 2016

and voting on any matter, shall be deemed the act of the **Voting Members** unless the vote of a greater number is required.

#### B. POWERS OF THE JOINT POWERS BOARD

The **Joint Powers Board** shall be empowered to govern the operations of **SRIMG**, and shall have such powers as are not reserved to the **Members**. The **Joint Powers Board** shall have the power to delegate any and all powers not specifically reserved to itself, to an Executive Committee, Executive Director, or other agent of **SRIMG**.

The powers retained by the **Joint Powers Board** shall include the following:

- Approve a new Member with a two-thirds affirmative vote of the Representatives or alternates voting at a regular or special meeting of the Joint Powers Board;
- b. Expel a **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;
- c. Create or dissolve a Program with a two-thirds affirmative vote of the Representatives or alternates voting at a regular or special meeting of the Joint Powers Board;
- d. Amend the Bylaws;
- e. Adopt the annual budget of the **Group**;
- f. Adopt an investment policy;
- g. Elect the members of the Executive Committee;
- h. Elect the officers of the **Group**; and
- i. Declare assessments and dividends.

Subsections d through i above are actions requiring only a majority vote of those **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**.

Amendments to documents specific to a particular coverage program shall be amended at a regular or special meeting of the **Joint Powers Board**, by a majority vote of the **Representatives** or alternates of those **Voting Members** that participate in the program. However, the **Joint Powers Board**, as a whole, shall have the authority to approve budgets, including contributions, dividends, or assessments for any program.



-5-

#### ARTICLE IX INDEMNIFICATION

Pursuant to California Government Code section 6512.2, this Agreement is not subject to California Government Code section 895.2 and the **Members** are not jointly and severally liable for any liability imposed upon any **Member** or the **Group** caused by a wrongful act occurring in the performance of this **Agreement**.

The Members of the Joint Powers Board, any committee of the Group, or an employee of the Group shall be indemnified, and the Group agrees to hold such Members and employees harmless from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amounts actually and reasonably incurred by reason of, or as a result of, their official participation and action in pursuance of the execution or administration of the Group or this Agreement.

#### ARTICLE X STRICT ACCOUNTABILITY OF FUNDS

**SRIMG** shall have strict accountability of all funds and reports of all receipts and disbursements relating to the **Programs**, and **SRIMG** shall comply with provisions of California Government Code section 6505. Although the funds of **SRIMG** shall be held in common there shall be an accounting by Program. The Treasurer or other designee shall cause a financial audit to be performed annually.

The Treasurer or other designee shall receive, invest and disburse funds only in accordance with the procedures established by the **Joint Powers Board** and in conformity with applicable law. The Treasurer shall invest funds in compliance with State law and the investment policy adopted by the **Joint Powers Board**.

#### ARTICLE XI FISCAL YEAR

The fiscal year of **SRIMG** shall commence on July 1 of each year and end on June 30 of the succeeding year.

#### ARTICLE XII ANNUAL BUDGET

The **Joint Powers Board** shall adopt an annual budget prior to the inception of the fiscal year for which the budget applies.

#### ARTICLE XIII NOTICES

Notices to **Members** under this **Agreement** shall be sufficient if mailed by USPS First-Class Mail, to their respective addresses on file with **SRIMG**. Notice to **SRIMG** shall be sufficient, if mailed by USPS First-Class Mail, to the address of **SRIMG** as contained in the **Bylaws**.



-6-

SRIMG	Joint	Powe	rs Agree	ement
	Ame	nded		, 2016

#### ARTICLE XIV PROHIBITION AGAINST ASSIGNMENT

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim, or title to any part, share, interest, or asset of **SRIMG**.

#### ARTICLE XV AMENDMENTS

Proposed amendments to this **Agreement** shall be given to the **Joint Powers Board** at least thirty (30) days prior to a regular or special meeting. Only after discussion and approval by the **Joint Powers Board**, at a duly noticed meeting, shall an amendment be submitted to the governing boards of the **Members** for approval. The approval of a majority of the **Members**, as reflected in a resolution adopted by the governing board of the Members, is required to amend this Agreement. The amendment is effective upon the approval of a majority of the **Members**' governing boards or on such date stated in the proposed amendment, whichever is later. Each **Member** shall file with **SRIMG** a copy of the resolution adopted by its governing board, approving such amendment.

#### ARTICLE XVI SEVERABILITY

Should any portion, term, or provision of this **Agreement** be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

#### ARTICLE XVII AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

#### ARTICLE VIII EXECUTION IN COUNTERPARTS

This **Agreement** may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but together shall constitute one and the same.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement as of the \_\_\_\_\_\_\_.

Member: \_\_\_\_\_\_\_.

By: \_\_\_\_\_\_\_.

Title: \_\_\_\_\_\_\_

135

Date:

#### Exhibit A

## **VOTING MEMBERS OF**

## SCHOOLS INSURANCE AND RISK MANAGEMENT AUTHORITY

<u>The following Members are Voting Members of Schools Insurance and Risk Management Authority:</u>

**Ackerman Elementary School District** Alta-Dutch Flat Union Elementary School District **Auburn Union School District** Black Oak Mine Unified School District Chicago Park School District Clear Creek Elementary School District Colfax Elementary School District Dry Creek Joint Elementary School District **Eureka Union School District** Folsom-Cordova Unified School District Foresthill Union School District **Grass Valley School District** Lake Tahoe Unified School District **Loomis Union School District** Marysville Joint Unified School District **Nevada City School District Nevada County Office of Education** Nevada Joint Union High School District **Newcastle Elementary School District** Penn Valley Union Elementary School District **Placer County Office of Education** Placer Hills Union School District Placer Union High School District Pleasant Ridge Union School District **Rocklin Unified School District** Roseville City School District Roseville Joint Union High School District **Tahoe Truckee Unified School District** Twin Ridges Elementary School District **Union Hill School District** 

Western Placer Unified School District

A change in **Voting Members** shall be reflected in an amendment to this Exhibit and further authority is not required.

136

SRIMG.	Joint	<b>Powers</b>	Agree	ement
	Amer	nded _		, 2016

## **Acknowledgement of Non-Voting Member**

The undersigned **Public Education Agency** acknowledges that:

- 1. It is a **Non-voting Member** and, as such, it does not have a vote on the **Joint Powers Board** and shall not appoint a **Representative** or an alternate to the **Board**.
- 2. It has all the obligations of a **Member**, including (but not limited to) those obligations in Article IV, paragraph B, Article V and Article VI.
- 3. It shall appoint a member of its staff with whom the **Joint Powers Board** shall forward notices and other correspondence and from whom the **Joint Powers Board** will accept notices and other correspondence sent on behalf of the Public Education Agency.

Member:		
	Ву:	
	Title:	
	Date:	

137

#### Marysville Joint Unified School District

#### **RESOLUTION NO. 2015-16/16**

# APPROVE QUITCLAIM DEED TO ROSES BAR SCHOOL IN FAVOR OF WHEATLAND SCHOOL DISTRICT

- WHEREAS, in 1874, the property upon which Roses Bar School (also known as "Rosebar School") was deeded by Rev. Bishop O'Connel and Rev. Sullivan to the Trustees of the Roses Bar Elementary School District; and
- WHEREAS, on April 20, 1965, voters of Yuba County approved the creation of Marysville Joint Union School District ("MJUSD"); and
- WHEREAS, the creation of MJUSD included the incorporation of Roses Bar Public School District into MJUSD, and as part of this process, Roses Bar Public School District ceased to exist and Roses Bar became the property of MJUSD; and
- WHEREAS, on December 3, 1991, the Yuba County Office of Education ("YCOE") adopted a Resolution approving the transfer of 8,000 acres from MJUSD to Wheatland School District ("WSD") and Roses Bar School was located on this parcel of land; and
- **WHEREAS**, Roses Bar School became the property of WSD as a result of this territory transfer pursuant to California Education Code 35560(a)(1); and
- WHEREAS, the title to Roses Bar School is currently vested in "Daniel McGanney, Lyman Ackley and Samuel O. Gunning, Trustees of Roses Bar Public School District, Roses Bar Township, Yuba County, State of California."

#### NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The MJUSD has no interest in the title to Roses Bar School.
- The Board approves the Quitclaim Deed, attached as <u>Exhibit A</u> to this Resolution, from the Marysville Joint Unified School District in favor of Wheatland School District.
- 3. The President of the Board and the Superintendent, or designee, are directed and authorized to execute the Quitclaim Deed and to take such action and execute such documents as are necessary to effect the intent of this Resolution.

00041118.1

THIS RESOLUTION was adopted by the Gov School District on the 26 <sup>th</sup> day of January 2016 by		Marysville	Joint	Unified
AYES:				
NOES:				
ABSENT:				
ABSTAIN:				
ATTEST:				
Gay S. Todd, Superintendent	Benard P. Rechs			-
Secretary - Board of Trustees	President - Board	of Trustees		

2

## Exhibit A

**Quitclaim Deed** 



00041118.1

## **QUITCLAIM DEED**

Wheatland School District	
WHEN RECORDED, MAIL DOCUMENT TO: Wheatland School District 111 Main Street Wheatland, CA 95692 Attention: Superintendent	
APN: 006-233-016-000 USE Lot No. 4 Tract No. Parcel Map No.	SPACE ABOVE THIS LINE FOR RECORDER'S
"The value of the property in this conveyance, eless, and there is no additional consideration red School District."	
The undersigned grantor(s) declare(s):	
Documentary transfer tax is: \$ NONE Exemption (R&T CODE): Explanation:	
[ ] computed on full value of property conver	yed, or
[ ] computed on full value less value of liens	or encumbrances remaining at time of sale.
For valuable consideration, receipt of which is Unified School District hereby quitclaim(s) to property in the City of Smartsville, County of Yu	Wheatland School District the following real

141

Real property in the unincorporated area of the County of Yuba, State of California,

described as follows:

ALL OF THAT PORTION LOT OF LAND SITUATED ON THE NORTH SIDE OF THE MAIN ROAD LEADING FROM SMARTSVILLE TO TIMBUCTOO, ROSES BAR TOWNSHIP, COUNTY OF YUBA, STATE OF CALIFORNIA, BEING BOUNDED ON THE SOUTH OF THE MAIN ROAD HAVING A FRONTAGE OF 300 FEET MORE OR LESS, TO THE MINING SANDS OF THE ROSES BAR MINING COMPANY ON THE WEST, THENCE RUNNING NORTH ABOUT 400 FEET TO THE MINING SANDS OF THE ROSES BAR MINING COMPANY, THENCE EAST 300 FEET MORE OR LESS TO THE ROAD ADJOINING THE BURK PROPERTY, THENCE SOUTH TO THE PLACE OF BEGINNING.

ALSO SHOWN AS LOT 4, SCHOOL HOUSE LOT, BLOCK A IN THE MAP OF THE TOWN OF SMARTSVILLE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA.

APN: 006-233-016-000

Date:	
	(Signature of declarant)
	Bernard Rechs
	(Typed or written name of declarant)
Date:	(Signature of declarant)
	Gay Todd
	(Typed or written name of declarant)

THIS FORM MUST BE SIGNED IN FRONT OF A NOTARY.

00040668.1

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of	
On before me (insert name and title of the officer)	
personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing	
paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature(Seal)	
ADDITIONAL OPTIONAL INFORMATION	
Description of the Attached Document:	
Title or Description of Attached Document:	
Number of Pages Document Date	
Additional Information:	
Capacity Claimed by the Signer:	
□ Individual(s) □ Corporate Officer(Title) □ Partner(s) □ Attorney-in-Fact □ Trustee(s) □ Other	

00040668.1