

2017/2018 MEMORANDUM OF UNDERSTANDING

Tri-County Induction Program

Sutter County Superintendent of Schools Office
and
Marysville Joint Unified School District

General

This Memorandum of Understanding (MOU) is entered into between the Sutter County Superintendent of Schools Office (SCSOS), Local Educational Agency (LEA) for the Tri-County Induction Program, and a participating district or COE referred to as District in this MOU, to implement the Tri-County Induction Program.

The effective date of this MOU is July 1, 2017 – June 30, 2018. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this MOU is to establish a formal level of commitment between SCSOS and the District.

Responsibilities – General

A. SCSOS agrees to provide support for the Program Administrator and a secretary to administer the accredited induction program per the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE) guidelines. This includes:

1. Providing workspace for the director and secretary -- including computer and fax access, telephone and office supplies, and meeting space for program activities.
2. Developing, establishing and processing payment for contracts with outside vendors for professional services as needed and/or required.
3. Developing, establishing and processing payment for contracts with Mentors and other personnel for professional services as needed and/or required.
4. Establishing and maintaining accurate records and reports.
5. Supplying to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) reports and other information as requested on all matters related to program requirements and activities.

B. The participating district agrees to the following:

1. Appoint a liaison who will regularly attend Advisory Committee meetings (in-person or virtually), oversee all activities within the district and assume the responsibilities established by the Tri-County Induction Program (including notifying TCIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc).

Name of liaison

Liaison's Email address

2. The district will distribute information about TCIP to **all new hires** at the point of hire so that induction can begin in the teacher's first year of teaching (Precondition 1, Standard 1).
3. The district will notify the Induction program regarding the mentor match within the first 30 days of the candidate's enrollment in the program, matching the mentor and candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment (Precondition 2, Standard 4).
4. The district will help TCIP assure that each candidate receives an average of not less than one hour per week of individualized "just in time" support/mentoring coordinated and/or provided by the mentor (Precondition 3).
5. The district will assist TCIP in ensuring that goals for each participating teacher will be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program (Precondition 4, Standard 3).
6. The district guarantees that the Individual Learning Plan will be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes (Precondition 5).
7. The district and/or site will assist TCIP in identifying participants for the Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria (Precondition 6).
8. Provide an annual update about TCIP to the district's governing board with evidence provided to TCIP by **June 30, 2018**.
9. Participate in program evaluation.

Responsibilities – Fiscal

A. SCSOS, in its capacity as LEA, agrees to the overall fiscal responsibility for the funding of the administration of the program.

B. The district agrees to the following – select one:

Program Participation Options

The district will select one of the following options. All Options require full participation in the Tri-County Induction Program (TCIP) by all participants.



Option 1:

District pays SCSOS \$2,650 per candidate to select, hire, match and provide continuous training to its Mentors using the criteria as outlined below. Billing will occur half in November and half in May with payments due in December and June. If the district is going to charge the candidate, it is their responsibility to notify the candidate upon hiring and collect all fees due. If the candidate leaves the program during the year, the district will be responsible for reimbursing the cost to the Mentor on a prorated basis. It is the responsibility of the district to notify TCIP when a Candidate or Mentor leaves the Program.

☐ **Option 2*:**

*The district agrees to provide written verification of the above selection, hiring, and matching process to TCIP upon request .

*The district selects, hires, matches and compensates Mentors who have (Standards 2,3,4):

- Knowledge of the context and the content area of the candidate's teaching assignment
- A demonstrated commitment to professional learning and collaboration
- Possess a Clear Teaching Credential with a minimum of three years of effective teaching experience
- The ability, willingness, and flexibility to meet candidate needs for support
- The ability to provide "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills
- A demonstrated ability to facilitate candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- The ability to connect candidates with available resources to support their professional growth and accomplishment of the ILP
- The ability to periodically review the ILP with candidates and make adjustments as needed
- Regular attendance at required trainings, on-time, prepared and actively involved
- Timely responses to survey requests
- The ability to use mentoring instruments appropriately
- Demonstrated best practices in adult learning
- The ability to reflect on mentoring practice, and engage with mentoring peers in professional learning networks

1. The district supports the release of Mentors (Standard 6):

- Who do not meet Program requirements
- Whose candidate initiates a request to change Mentors
- Who TCIP requests a release based on failure to meet the above criteria

2. The district assumes all financial (litigation) responsibilities stemming from any legal action brought against Tri-County Induction Program from an employee of said District.

Program Participation:

Participating District/COE) shall defend and indemnify the Sutter County Superintendent of Schools Office (SCSOS), its officers, agents and employees, for any claim or cause of action against SCSOS, its officers, agents or employees, arising from SCSOS's performance of services or duties in connection with the Tri-County Induction Program pursuant to the MOU on behalf of (the Participating District/COE). This duty to defend and indemnify includes, but is not limited to, payment of necessary attorneys' fees and other costs incurred in litigation. In the event that a particular claim or cause of action arises from services performed on behalf of (Participating District/COE) or from more than one Participating District/COE, (Participating District/COE) agrees to share costs on an equitable basis.

Signature of District Authorized Official

Name: _____ Title: _____

District: _____ Email: _____

Received at SCSOS _____
Date Superintendent, Sutter County Superintendent of Schools

RADIO/COMMUNICATION SITE LICENSE AGREEMENT

Site: OREGON PEAK – SOUTH TOWER

THIS RADIO/COMMUNICATION SITE LICENSE AGREEMENT (the "Agreement") is made and entered into this 27 day of June 2017, (the "Effective Date") by and between ComSites West, LLC, a California limited liability company (the "Licensor"), and Marysville Joint Unified School District, a California Local Education Agency (the "Licensee") on the terms and conditions set forth herein.

RECITALS

A. Pursuant to that certain Communication Site Land Lease Agreement by and between Licensor and The CHY Company ("Landlord"), dated February 27, 2013, (the "Master Ground Lease"), Licensor is entitled to possession of a portion of that certain real property (the "Property") and of that telecommunications site located thereon including a tower, other improvements and related equipment located at Oregon Peak, near the community of Dobbins, Yuba County, California, APN: 064-260-001 (that portion of the Property and the improvements and related equipment located thereon are herein together referred to as the "Site") and more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

B. Licensee desires to enter into a license agreement with Licensor for the use of a portion of the Site (the "Licensed Premises") to install, maintain and operate radio/communications equipment (the "System"). Licensor desires to grant to Licensee the use of the Licensed Premises, on the terms and conditions set forth herein and on the exhibits and attachments hereto.

NOW, THEREFORE, in consideration of the foregoing and the following mutual exchange of promises and covenants herein, the parties agree as follows:

SPECIFIC TERMS

The following definitions and specific terms shall apply with regard to this Agreement and are referred to herein as the "Specific Terms":

Licensor: ComSites West, LLC

- Notices and correspondence: 200 Litton Dr., Suite 310, Grass Valley, CA 95945
 - Tel: (530) 274-6451; Fax: (530) 274-0411; E-Mail: kchambers@comsiteswest.com
- Payments and accounting: 2555 Third St., Suite 200, Sacramento, CA 95818
 - Telephone: (916) 442-2555; Fax: (916) 442-4239
- Site Management and Site Emergencies: Greg Hutton (916) 903-6495; E-Mail greg@comsiteswest.com
- Sales: Charlie Feick (530) 414-4376; E-Mail: charlie@comsiteswest.com

Licensee: Marysville Joint Unified School District

Licensee's Local Contact: Ryan DiGiulio, Assistant Superintendent

Telephone: (530) 749-6115 (office); (530) 749-6114 (secondary)

E-Mail: rdigiulio@mjuds.com

Business Services Department

Approval: 

Date: 6/15/17

Licensee's Technical Contact: Scott Lane
Telephone: (530) 749-6199 (office); _____ (mobile)
E-Mail: slane@mjuds.com

Licensee's Addresses For Notice:

Marysville Joint Unified School District
Business Services Office, Room 104
1919 B Street
Marysville, CA 95901

With a required copy concurrently to Licensee's Legal Department to:

If sent via registered or certified mail to:

Marysville Joint Unified School District
Business Services Office, Room 104
1919 B Street
Marysville, CA 95901

If sent via nationally recognized overnight courier to:

Marysville Joint Unified School District
Business Services Office, Room 104
1919 B Street
Marysville, CA 95901

"License Rent" Schedule: based on "Licensee's Approved Equipment and Frequencies – the System" described at Exhibit A of this Agreement.

Term Date			Monthly Rent	Annual Rent
Year 1	July 1, 2017	June 30, 2018	\$424.00	\$5088.00
Year 2	July 1, 2018	June 30, 2019	\$402.00	\$4824.00
Year 3	July 1, 2019	June 30, 2020	\$414.00	\$4968.00
Year 4	July 1, 2020	June 30, 2021	\$426.00	\$5112.00
Year 5	July 1, 2021	June 30, 2022	\$439.00	\$5268.00

"Electrical Power Charge": Included in License Rent.

"Rent Commencement Date": July 1, 2017.

Term: Five (5) years beginning on the Rent Commencement Date.

Installation by Licenser Required: No **One-Time Installation Fee:** N/A

Master Antenna System Required: Yes **One-Time Master Antenna Connection Fee:** N/A

Inspection Fee: Inspection Fee is included in the License Rent.

Special Terms:

Pursuant to that certain Memorandum of Understanding, dated June 27, 2017, by and between Licensee and The County of Yuba, a copy of which is attached hereto as **Exhibit D** for reference purposes only, Licensee is permitted to operate its System through the master receive and master transmit antenna systems of The County of Yuba installed at the Site under that certain License Agreement by and between Licensor and The County of Yuba, dated January 2, 2001, as amended.

Attachments: Addenda and Exhibits:

Exhibit A: Description of the Property, Site, Site Access Road and Easement Roads; description of Approved Equipment and Frequencies (the "System")

Exhibit B: Site Plan and Construction Drawings depicting Licensee's Approved System

Exhibit C: Master Ground Lease

Exhibit D: Memorandum of Understanding

GENERAL TERMS AND CONDITIONS

1. GRANT OF LICENSE

(A) Licensor hereby grants to Licensee a license to use a portion of that certain real property described as the Site for the purpose of installing, operating and maintaining a radio/communication system of Licensee comprised of certain equipment and frequencies (the "System"; more particularly described at Section 5 below and on Exhibit A attached hereto). The licensed portion of the Site is that portion of Licensor's building actually occupied by Licensee's equipment and associated facilities (the "Building Space"), those portions of Licensor's tower actually occupied by Licensee's equipment and associated facilities (the "Tower Space"), and those portions of Licensor's conduits and other connections between the Building Space and the Tower Space actually occupied by Licensee's equipment and associated facilities (the "Connections", with the Building Space and the Tower Space collectively referred to herein as the "Licensed Premises"; all as described on Exhibit A attached hereto as Licensee's System and as may be further described and/or depicted in the drawings attached hereto at Exhibit B). Such area shall be for Licensee's exclusive use, subject to the terms and conditions of this Agreement. Licensee shall not use the Licensed Premises for any purpose other than to install, inspect, replace, maintain, repair, remove and operate the System.

(B) Licensor hereby grants to Licensee for and during the Term of this Agreement, a non-exclusive right of ingress to and egress from, subject to the terms of this Agreement and any other rules and regulations reasonably required by Licensor hereafter, the Licensed Premises over an existing road across the Property at which the Site is located (the "Site Access Road"; more particularly described on Exhibit A) solely for the purpose of installing, operating and maintaining Licensee's System. Licensee's Agents (as defined in Section 14 below) shall carry company identification and display the same if so requested. If the Site Access Road is damaged by neglectful use, Licensee shall pay the full cost of repairs to the area or areas of the Access Road so damaged if it can be reasonably shown that such damage was caused by Licensee or any of its Agents. Licensor reserves the right to deny access to the Site to any person for good cause. In the event Licensor installs and maintains a locked gate on the Site Access Road, Licensor shall deliver to Licensee all necessary keys and combinations to facilitate the ingress to and egress from the Licensed Premises by Licensee. Licensee shall keep all gates and exterior doors to the Site and the Licensed Premises and to all improvements located thereon securely closed and locked at all times when not in use. Licensee is aware that the Site Access Road may experience continual use by others not associated with the Site and that said use by others is beyond the reasonable control of Licensor. Licensor shall have no liability if Licensee is unable to access the Licensed Premises because of damage to the Site Access Road caused by others not associated with the Site or by any reason beyond Licensor's reasonable control. Licensee agrees that should the Site Access Road or the Site be unavailable for any reason and/or duration, beyond Licensor's reasonable control, Licensee's duties and obligations, including the payment of fees, shall continue unabated as required in this Agreement, except to the extent such obligations cannot be fulfilled as a result of the lack of access to the Licensed Premises, and in the event such lack of access shall continue for thirty (30) days, Licensee, in accordance with Section 20 herein, may upon written notice to Licensor terminate this Agreement; all provided however, Licensee's rights or Licensee's ability to fulfill its duties and obligations hereunder have been materially affected by the lack of access. Licensor warrants that it has full right, power and authority to grant Licensee the right to use the Site Access Road for ingress to and egress from the Licensed Premises sufficient for Licensee's use as provided in this Agreement.

(C) Licensee, by execution of this Agreement, shall be deemed to have accepted the Site, the Licensed Premises and the Site Access Road in the condition existing as of the date of execution, subject to latent defects and Licensor's obligations under Section 9. Licensee acknowledges that Licensor has not made any representations or warranty as to the suitability of the Licensed Premises for the conduct of Licensee's business. Licensee acknowledges that it has conducted its own due diligence in this regard and is relying solely on its own due diligence.

(D) Upon the execution of this Agreement and a Key Control Agreement, Licensor shall deliver to Licensee all combinations and one (1) set of keys necessary to facilitate Licensee's access to the Licensed Premises. Any keys issued that are in addition to this one (1) set of keys shall require the payment, prior to the issuance of the additional keys, by Licensee to Licensor of a fee, to be determined by Licensor at the time of issuance of the additional keys, to reimburse Licensor for its costs of duplication and delivery of the additional keys. Loss or unauthorized duplication of keys by Licensee shall make Licensee liable, at Licensor's sole discretion, for the cost of re-keying the Site locks.

2. LICENSE TERM

This Agreement shall be effective as of the Effective Date of this Agreement and for the Term stated in the Specific Terms. Any holding over at the end of the Term shall be on a month-to-month basis subject to all terms and conditions of this Agreement and the right of either party to thereupon terminate this Agreement and the month-to-month tenancy upon thirty (30) days written notice. Upon expiration, cancellation or termination of this Agreement for any reason, Licensee shall: (i) remove the System and any other

property of Licensee from the Site and Licensed Premises at Licensee's sole risk, cost and expense; (ii) deliver the Licensed Premises in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the System within thirty (30) days of Licensee's receipt of written notice from Licensor of the occurrence of such damage.

3. LICENSE RENT

(A) Commencing on the Rent Commencement Date and continuing throughout the Term, Licensee shall pay to Licensor at the address set forth above, the License Rent stated in the Specific Terms set forth above, subject to adjustment as provided herein.

(B) The License Rent is due and payable in advance on the first day of each month and shall be delinquent if it is not received by Licensor by the fifteenth (15th) day of each month. If the monthly License Rent is not paid when due, then the amount due and unpaid shall bear interest, at the lesser of: (i) ten percent (10%) per annum; or (ii) a lower rate if required by law in the state in which this Agreement is to be performed; in both cases, from ten (10) days after the date due until the date paid. License Rent payable hereunder for any period of less than one (1) month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month.

(C) Commencing on the fifth anniversary of the Rent Commencement Date and annually thereafter on each anniversary date of the Rent Commencement Date following the end of the Term (the "Increase Date"), the monthly License Rent payable hereunder shall be increased at each Increase Date the amount that is one hundred three percent (103%) of the License Rent of the immediately preceding month. The increased License Rent shall be rounded up to the next highest whole dollar amount.

4. SITE MANAGEMENT

Licensee shall, at its sole expense, install, operate, maintain and repair the Licensed Premises, Licensee's System, all portions thereof, and all additions, modifications and alterations thereto, according to and in compliance with, at all times, all of Licensor's permits and authorizations affecting the Site ("Licensor's Permits"), with all applicable laws, ordinances, rules, and regulations, whether now or hereafter enacted or amended, of local, County, State and Federal governmental authorities ("Laws"), and with the engineering standards prevailing in the communications industry ("Industry Standards") and such other reasonable rules, regulations and standards, whether now or hereafter established or modified, by Licensor ("Licensor Standards", with the Industry Standards collectively referred to as the "Site Standards"). In the event of a conflict between the Site Standards and the terms of this Agreement, the terms of this Agreement shall control. Consistent with the terms of this Agreement, Licensor and its appointed representatives (collectively, "Site Managers") have authority over all technical matters including without limitation, construction, installations, safety and the application, administration and adherence to the Site Standards.

5. SYSTEM - LICENSEE'S EQUIPMENT AND FREQUENCIES

(A) Licensee shall, at its sole expense, have the right to install, maintain, operate and repair the equipment and frequencies described in Exhibit A and depicted in Exhibit B, attached hereto (the "System"); in the event of a conflict between the description in Exhibit A and the depiction in Exhibit B, the description in Exhibit A shall control. Said equipment shall remain, except as otherwise provided herein, the sole property of the Licensee and shall be removed from the Licensed Premises at Licensee's expense upon the expiration or termination of this Agreement.

(B) The location and manner of installation of the equipment listed in Exhibit A, and any additions thereto, as provided for below, are subject to the prior approval of Licensor and its Site Managers, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall submit to Licensor and its Site Managers its scope of work requirements in the form defined in the Site Standards for the installation of equipment within a reasonable period of time (but in no event less than thirty (30) days) prior to any planned or subsequent modification to Licensee's System (except for routine repair or maintenance) or installation of equipment additional thereto. Licensee shall install the System, at its sole expense, under the supervision of Licensor or its Site Managers and pay Licensor an installation Inspection Fee, as and pursuant to the terms set forth in the Specific Terms. In no event shall Licensor's inspections, approvals or acceptances of any plans, specifications, installations or other work of Licensee at or related to the Site be deemed a representation or warranty as to their design, workmanship, materials or construction or as to their compliance with any applicable Laws, standards or governmental requirements. Not less than ten (10) days prior to the commencement of Licensee's initial installation or any subsequent modifications to Licensee's System (except for routine repair or maintenance) or installation of any additional equipment thereto, Licensee shall coordinate the same with Licensor and its Site Managers.

(C) No equipment or frequencies other than those listed herein in the Specific Terms and Exhibit A shall be installed and/or

operated by or on behalf of Licensee except as provided herein. Should Licensee (i) propose to make changes (which shall not include routine repair and maintenance) that are deemed, in the reasonable opinion of Licenser, to be in excess of a like-kind replacement of the equipment listed in Exhibit A, or a like portion thereof; or (ii) make changes to the frequencies listed in the Specific Terms provisions set forth above; or (iii) install any equipment, antennas or associated facilities in addition to the equipment listed in Exhibit A, ((i) through (iii) collectively referred to as "Additional Facilities"), Licensee must first obtain Licenser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, Licenser expressly reserves the right to condition its consent to such changes upon the following:

(1) If Licenser determines that the Additional Facilities may have an adverse impact on the structural integrity of the tower, then Licensee, at its sole expense, shall have an engineering study performed on the tower with an engineering firm approved by Licenser and shall have all improvements required, pursuant to that study, to permit the installation of the Additional Facilities performed;

(2) The Additional Facilities and their respective frequencies shall not interfere with or otherwise hinder Licenser or the then-in-use operations of any licensees, tenants, partners, assignees, grantees, or affiliates of Licenser on, in or about the Licensed Premises, the Site or any buildings, structures, facilities or other improvements thereon and existing at the time Licensee provides written notice to Licenser for the Additional Facilities;

(3) A mutually agreed upon increase in the License Rent set forth in Section 3 above; and,

(4) The Additional Facilities and their respective frequencies shall be subject to the same terms and conditions as set forth herein for the System and any additional terms and conditions to be mutually agreed upon between Licenser and Licensee.

6. FREQUENCY INTERFERENCE

(A) During the Term of this Agreement, Licensee agrees to use equipment of the type and design and in a manner that will not cause interference to Licenser, Landlord or the other licensees of each on the Site. Licensee further agrees to maintain all its equipment to operate within the manufacturers and FCC specifications and in compliance with the Site Standards, including any amendments thereto, and to make no material changes in or to its equipment, frequency or frequencies without the prior written approval of Licenser, as set forth in Section 5 above.

(B) If Licensee causes or permits interference in breach of its obligations under 6(A) above, Licensee shall, at its sole expense, take all reasonable steps necessary and within its control to correct or eliminate such interference. If such interference cannot be corrected to the reasonable satisfaction of the party that has been interfered with within seven (7) days of Licensee's receipt of written notice from Licenser of such interference, Licenser may, in its sole discretion, either require that Licensee cease (or cause the cessation of) operation of the interfering equipment and terminate this Agreement due to an event of Default in accordance with Section 20(A)(1) herein or require that Licensee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of such equipment may resume.

(C) Licenser shall include provisions substantially the same as the provisions of this Section 6 in all of its future licenses permitting use of the Site for telecommunications purposes, and shall use commercially reasonable efforts to require all of its current and future licensees on the Site to comply with such provisions. If any equipment of Licenser's other licensees at the Site causes interference which materially and adversely affects Licensee's System or the operations of Licensee at the Site and such interference cannot be corrected to the reasonable satisfaction of Licensee within thirty (30) days of Licenser's receipt of written notice of such interference from Licensee, Licensee may, in its sole discretion, immediately terminate this Agreement upon written notice to Licenser.

7. UTILITIES; EMERGENCY POWER

(A) UTILITIES. Licensee shall have the right during the Term of this Agreement to permanently place, at its sole expense, separately metered utilities (power and telephone), in locations approved by Licenser, on or across the Site in order to service the Licensed Premises and shall pay all costs of its usage associated therewith. Licenser does not guarantee the performance, or effect, of utility services supplied by local utility companies or through Licenser's utility connections and equipment on Licensee's System and neither Licenser nor its Site Managers shall be liable to Licensee for any damages resulting from the supply or condition, or any failures or deficiencies thereof or therein, of any utility services secured by or supplied to Licensee from local utility companies whether or not such is supplied through Licenser's utility connections and equipment.

(B) EMERGENCY BACK-UP POWER. In the event Licensor makes available to Licensee emergency electrical power for Licensee's System through a back-up generator system supplied by Licensor, Licensee shall pay all costs of its power usage associated therewith and shall receive such power pursuant to such other terms and conditions stated in the Specific Terms set forth above and this Section. Licensor does not guarantee the performance, or effect, of power supplied by the back-up generator system on Licensee's System and neither Licensor nor its Site Managers shall be liable to Licensee for any damages resulting from the supply or condition, or any failures or deficiencies thereof or therein, of any electrical power secured by or supplied to Licensee from the back-up generator system. Licensee shall have the right to operate, in accordance with all applicable state, federal and local laws and/or regulations, a portable self-contained generator for supplying temporary electrical power to Licensee's System during emergency periods; provided however, the size and placement of such generator shall be subject to Licensor's prior approval, which approval will not be unreasonably withheld, conditioned or delayed.

8. ALTERATIONS

(A) Licensee shall not make any additions, alterations or structural improvements to, upon, nor within the Licensed Premises, the Site or any buildings, structures, facilities or other improvements thereon without Licensor's specific prior written consent, which consent shall not be unreasonably withheld. Licensor expressly reserves the right to condition its consent to all such alterations upon the following:

(1) Licensee provides to Licensor reasonably detailed plans and specifications for Licensor's review and approval detailing any proposed alteration(s);

(2) If Licensor reasonably determines that the alteration(s) may have an adverse impact on the structural integrity of the tower, the Licensed Premises and/or the Site, then Licensee, at its sole expense, shall have an engineering study performed on the tower, the Licensed Premises and/or the Site (as the case may be) with an engineering firm approved by Licensor and shall have all improvements required, pursuant to that study, to permit the installation of the alteration(s) performed;

(3) The alteration(s) shall not interfere with or otherwise hinder the operations of Licensor or any prior-existing licensees, partners, assignees, grantees, or affiliates of Licensor on, in or about the Licensed Premises, the Site, or any buildings, structures, facilities or other improvements thereon;

(4) A mutually agreed upon increase in the License Rent set forth in Section 3 above; and,

(5) The alteration(s) shall be made at the sole expense of Licensee and shall be subject to all of the terms and conditions of this Agreement and any additional terms and conditions to be mutually agreed upon between Licensor and Licensee.

(B) Within 60 days after completion of any alteration, Licensee shall furnish to Licensor "as built" drawings, plans, blueprints, and exhibits associated with Licensee's plans and, as applicable, all such documentation is to be engineered certified as filed with all applicable governmental agencies.

(C) During the Term of this Agreement, and any extension thereof, title to said Licensee provided alterations, unless specifically excepted elsewhere herein, shall vest and remain with Licensee and/or Licensee's assignees as may be authorized by Section 21 herein. Subject to Section 35 below, upon the expiration, termination or vacating of this License, title to said alterations shall pass to Licensor at no cost to Licensor.

9. MAINTENANCE OF SITE, LICENSED PREMISES AND SITE ACCESS ROAD

Licensee shall, at its sole expense during the Term of this Agreement, timely protect, maintain, repair and keep the Licensed Premises and all installations, improvements, alterations and additions made by, or on behalf of, Licensee related thereto, along with all fixtures and equipment of Licensee associated therewith, that are in any way connected with Licensee's use or performance under this Agreement, in good and structurally sound order and condition, in a manner so as to not detract from the appearance of the Site and the Property and to avoid and prevent damage to or destruction of the Licensed Premises, the Site, the Property or any buildings, structures or improvements thereon, and in compliance with all Laws and the CUP. Licensee shall, at its sole expense and to the reasonable satisfaction of Licensor, promptly repair all damage to the Licensed Premises, the Site, the Property and any equipment, buildings, structures, facilities or other improvements thereon, including any surface thereof, caused by Licensee, its contractors or the Agents of each and arising from the installation, operation, maintenance, repair, removal or replacement of Licensee's System, including all alterations, modifications or additions thereto. Licensee shall not cause, maintain nor permit any nuisance in, on or about the Licensed Premises or the Site nor permit the Site or the Licensed Premises to be used for any purpose which will in any way violate any Laws.

Licensor shall, at Licensor's sole expense during the Term of this License, timely protect, maintain, repair and keep the Site and the Site Access Road, in good and structurally sound order and condition and in a manner that complies with all applicable Laws. Upon presentation of written notice from Licensor, Licensee agrees to pay, in proportion with the other licensees at the Site, its pro-rata share, as reasonably determined by Licensor and described in said notice together with reasonable supporting documentation, of the costs incurred by Licensor subsequent to the Effective Date of this Agreement for maintaining the Site and the Site Access Road. Licensee shall be responsible for any additional repair costs beyond normal maintenance arising in any manner from the use of the Site and the Site Access Road by Licensee or its contractors or the Agents of each.

10. TAXES

Licensee shall be liable for and shall pay all applicable taxes, fees and governmental assessments, when the same become initially due, levied against the equipment, personal property and improvements owned, leased or operated by it or otherwise directly associated with Licensee's use of the Site or Licensed Premises, including all of Licensee's System. Licensee shall have no liability for the real property taxes on the Site and Licensor shall pay all such real property taxes prior to delinquency; provided however, upon presentation of written notice from Licensor, Licensee shall reimburse Licensor for any increases in such real property taxes, as reasonably determined by Licensor and described in said notice together with reasonable supporting documentation, that are assessed as a direct result of Licensee's installations at or additions, alterations or improvements to the Site or the Licensed Premises.

11. COMPLIANCE WITH LAWS

Licensee, at its sole expense, shall at all times comply with all Laws.

12. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION

(A) CASUALTY. In the event of any damage to or destruction of the Licensed Premises or the Site, or any lesser portions thereof, or of any improvements located thereon, which renders the Licensed Premises or the Site unusable or inoperable or renders communications therefrom impracticable, Licensor and Licensee shall have the right, but not the obligation, to terminate this Agreement by giving written notice to the other party within thirty (30) days after such damage or destruction. If neither party so terminates this Agreement: (i) the License Rent payable hereunder shall, for any period during which Licensee's use is interrupted to make repairs, be reduced or abated in the proportion that the loss in Licensee's use of the Licensed Premises bears to the level of Licensee's use prior to such damage or destruction; and (ii) the parties shall, within a reasonable period, make suitable repairs to the Licensed Premises necessitated by any such damage or destruction to the extent and only upon the receipt of any associated insurance proceeds and shall be entitled to use any and all such insurance proceeds to pay for such repairs. In no event shall either party be obligated to repair any casualty or other damage or destruction to the Licensed Premises and/or the Site, whether or not covered by their respective casualty insurance, if any.

(B) CONDEMNATION. Licensee acknowledges that Licensee has no property interest in either the Site or the Licensed Premises, having been granted only the use of the Licensed Premises and access thereto over the Site. If a condemning authority takes all or a portion of the Licensed Premises or the Site, which in Licensee's reasonable opinion is sufficient to render the Licensed Premises unsuitable for Licensee's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority. All condemnation proceeds attributable to the Site, the Licensed Premises, and the value of the estate created by this Agreement shall belong solely to Licensor. Provided that Licensor's award for the Site and the Licensed Premises is not decreased by such action, Licensee may separately claim against the condemning authority for just compensation for the value of Licensee's

System (including all additions thereto), Licensee's moving expenses, prepaid License Rent, and business dislocation expenses. Sale of all or part of the Site by Licensor to a purchaser with the power of eminent domain, in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

13. LICENSOR'S ACCESS

In an emergency, including but not limited to, fire, loss of emergency services communications, or property damage, Licensee shall, within a commercially reasonable period of time, take any commercially reasonable action necessary to eliminate any hazard related thereto, caused or contributed by Licensee's equipment. Licensor and/or Site Managers shall also, upon 24 hours advance notice to Licensee, be entitled to enter the Licensed Premises and have access, while in the presence of a representative of Licensee, to the Licensed Premises and Licensee's System for any purpose related to Site operations.

14. INDEMNIFICATION/LIABILITY

(A) Licensee shall exonerate, hold harmless, indemnify and defend (with counsel reasonably approved by Licensor) Licensor, its Site Managers, Landlord and their respective owners, partners, officers, directors, employees, affiliates, independent contractors and invitees (collectively "Agents"), from any and all expenses, claims, suits, liabilities, damages, losses, causes of action for damages, including costs and attorney's fees, or other obligations (each a "Claim" and collectively "Claims"), which may result from, but not limited to, any injury to, illness of, or the death of any person, or any damage to any property, to the extent that any such Claim arises out of or is attributable to or results from the acts or omissions of Licensee or Licensee's Agents arising in connection with Licensee's use of or access to the Licensed Premises as contemplated by this Agreement, except to the extent any such Claim is caused by the gross negligence or willful misconduct of Licensor, its Site Managers, Landlord or the Agents of each. Said obligation to defend Licensor, its Site Managers, Landlord and their respective Agents accrues immediately upon commencement of a claim, lawsuit, arbitration proceeding, administrative proceeding, and/or any other legal proceeding of any kind and nature against Licensor, its Site Managers, Landlord or their respective Agents. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to Licensor, its Site Manager, Landlord and their respective Agents under any insurance policy purchased and maintained by Licensee.

(B) Licensor and its Site Managers shall have no liability to Licensee or anyone claiming under or through Licensee: (i) for any injury, inconvenience, loss or damage to Licensee or its Agents caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensee, or by Licensor, its Site Managers or the Agents of each, or by any other person; or (ii) for the making of any alteration of or improvement or repair to the Licensed Premises, the Site or Licensor's or Site Manager's equipment located in or on the Site, whether required by any governmental agency, or due to casualty, or for any other reason; or (iii) for any other action or inaction taken by Licensor, its Site Managers or any of their respective Agents; except in the case and to the extent such injury, loss or damage was caused by Licensor's or its Site Manager's gross negligence or willful misconduct.

(C) Notwithstanding anything to the contrary in this Agreement, Licensee and Licensor hereby waive the right to recover incidental, special, consequential (including lost profits), or similar damages and the multiplied portion of any damages.

15. INSURANCE

Licensee at Licensee's sole expense, shall procure from a reputable company or companies authorized to conduct business in the State of California (having a rating of not less than "A-VIII or better" in the most recent edition of Best's Insurance Guide) and maintain throughout the term of the Agreement: (i) Commercial General Liability insurance including coverage for bodily injury, death, and property damage, with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence (coverage for which over the base policy limits may be satisfied with an umbrella or excess liability policy) for damage to any property and for bodily injury to or death of any person including, if requested by Licensor, pollution or hazardous materials coverage (in the event any tower climbing work is to be performed, coverage shall additionally include an umbrella policy in an amount of at least Five Million Dollars (\$5,000,000) and shall provide that no exception is made for tower related activities); (ii) Automobile Liability insurance with coverage limits of at least Two Million Dollars (\$2,000,000) combined single limit per occurrence (coverage for which over the base policy limits may be satisfied with an umbrella or excess liability policy) for damage to any property and for bodily injury to or death of any person; (iii) Worker's Compensation coverage with limits as required by the Labor Code of the State of California and Employers Liability limits of at least One Million Dollars (\$1,000,000) per occurrence; and (iv) in the event professional services are to be performed, Professional Errors and Omissions Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence. All such insurance: shall insure against all liability of Licensee and its Agents arising out of and in connection with the use of the Licensed Premises or the Site by Licensee and Licensee's Agents, all as provided for herein; shall be primary as respects

Licensor, its Site Managers, Landlord, the respective Agents of each and the specified additional insureds of Licensor such that any insurance maintained by Licensor, its Site Managers, Landlord, the respective Agents of each and the specified additional insureds of Licensor shall be excess of and non-contributory with that of Licensee; shall insure performance by Licensee of the indemnity provisions of Section 14 herein; shall contain cross-liability endorsements; and shall provide that the issuing insurance company waives all right of recovery by way of subrogation against Licensor, its Site Managers, Landlord, the respective Agents of each and the specified additional insureds of Licensor in connection with any Claim covered by such policies. Licensor, its Site Managers, Landlord, the respective Agents of each, and any other parties that Licensor may reasonably specify shall be named as additional insureds and evidenced as such by endorsement to the policy or policies of Licensee for which such endorsement is available and on forms acceptable to Licensor that include, without limitation, the provision of coverage to all additional insureds for the ongoing and completed operations of Licensee. Upon the full execution of this Agreement, and thereafter throughout its Term, Licensee agrees to provide to Licensor, its Site Managers and Landlord current Certificates of Insurance with supporting documentation (i.e. specific endorsements, blanket endorsements or sample policy coverage form) evidencing all insurance coverages and requirements herein. All such Certificates shall expressly provide that insurers shall endeavor to provide reasonable prior written notice to all insureds, and additional insureds, in the event of non-renewal or cancellation of the coverage evidenced by such Certificates. In addition to the insurance required herein, if Licensee hires any third party to perform any work for or on behalf of Licensee at or relating to the Licensed Premises or the Site, Licensee shall require all such parties, prior to entry onto or commencing any such work at the Licensed Premises or the Site, to procure and maintain all insurance coverages as described above, satisfy all of the requirements therefor as stated herein, and deliver to Licensor a completed and fully executed original of Licensor's standard form of Third Party Qualification Package. Licensor has the right to, from time to time, reasonably modify the coverage limits and requirements of all insurance required herein effective immediately upon not less than thirty (30) days' prior written notice to the Licensee.

16. QUIET ENJOYMENT

Licensor covenants and agrees that, subject to Licensee's paying the License Rent, and all other amounts due under this Agreement, on a timely basis and Licensee's observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee under this Agreement, Licensee shall be entitled to quiet enjoyment of the Licensed Premises during the Term of this Agreement. Licensee may, at Licensee's sole expense, and with no obligation on the part of Licensor, obtain for the benefit of Licensee a non-disturbance agreement from any present and/or subsequent ground lessor, mortgagee or holder of a deed of trust encumbering the Site.

17. COLLECTIONS

In the event Licensee is in default under the terms of this Agreement following notice and beyond any applicable cure period, Licensor may take such lawful collections actions it deems necessary, including, without limitation, the disconnection or removal and storage of any and all of Licensee's equipment located on the Site. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost or expense reasonably incurred by Licensor in recovering the License Rent or other fee or charge. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement. Licensor shall accept any such partial payment for the account of Licensee.

18. GOVERNMENTAL APPROVALS; PERMITS

(A) Licensee shall, at its own expense, undertake all commercially reasonable and good faith efforts to obtain and maintain throughout the Term of this Agreement all government and third party licenses, permits, approvals and authorizations required for its use of the Licensed Premises and for the installation, operation, maintenance and repair of Licensee's System, including any modifications, alterations or additions thereto (collectively, the "Governmental Approvals"). Licensee warrants that, prior to any installation, maintenance, repair and commencement of operation of Licensee's System, including all additions and alterations thereto, Licensee shall have obtained all such Governmental Approvals and upon written request of Licensor shall timely provide copies thereof to Licensor.

(B) In the event that any Governmental Approval is terminated or withdrawn, for any reason beyond Licensee's reasonable control, by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. In the event that this Agreement is not so terminated, Licensee may elect to install or continue to operate Licensee's System at its sole cost and risk. Licensee understands and agrees that, in the event of a governmental or legal order requiring the removal of Licensee's System from the Site or the removal of any buildings, structures, facilities or other improvements at, upon or within the Licensed Premises or the Site, or of any additions, alterations or structural modifications thereto, required solely to

accommodate Licensee's System, Licensee shall do so promptly and at its sole cost and expense.

(C) Licensor agrees to cooperate with Licensee, at Licensee's sole cost, in obtaining the Governmental Approvals, and without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents reasonably required in connection with obtaining the Governmental Approvals; provided, however that such cooperation shall in no event require Licensor to expend any funds that are not reimbursed by Licensee or undertake any liability or obligation in connection with such cooperation. Furthermore, in no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Site or Licensor's current or future use or ability to license space at the Site as part of or in exchange for obtaining any such Governmental Approvals.

19. DEFAULT

A "Default" is defined as a failure by either party to observe, comply with or perform any of the terms, covenants or conditions applicable to a party under this Agreement. In the event of a Default, but where a grace period for cure after notice is specified herein and the failure by the defaulting party to cure such Default prior to the expiration of the applicable grace period occurs, the other party shall be entitled to pursue the following:

(A) Terminate this Agreement in accordance with Section 20 below; and/or

(B) Undertake, after written notice to the defaulting party, performance of the unperformed obligation or omission and receive, from the defaulting party, reimbursement for the reasonable cost of such performance within thirty (30) days after written notice thereof.

20. TERMINATION

(A) This Agreement may be terminated without further liability on thirty (30) days prior written notice under any of the following conditions:

(1) By either party: if the other party Defaults under this Agreement and such Default is not cured within thirty (30) days after the defaulting party receives notification from the non-defaulting party; provided, however, that if the nature of such Default is such that the same cannot reasonably be cured within said thirty (30) day period, the party against which the Default is claimed shall not be deemed to be in default and this Agreement shall not terminate if that party, within said period, commences measures reasonably likely to cure such Default and thereafter diligently prosecutes the same to completion.

(2) By Licensor:

(a) if the License Rent or any other amounts due under this Agreement remain unpaid for ten (10) days after written notice that any of such amounts are overdue; or

(b) if Licensee files a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Licensee becomes the subject of any involuntary bankruptcy, receivership or liquidation proceedings under any such laws, which is not discharged within sixty (60) days, or is adjudged bankrupt or insolvent.

(B) Upon any termination of this Agreement all duties, rights and obligations of the parties under this Agreement shall terminate except:

(1) Either party's right to any amounts payable hereunder and to receive said amounts within thirty (30) days after written notice thereof;

(2) The rights and obligations provided for in this section and any indemnification obligations provided for elsewhere in this Agreement and relating to activities occurring prior to the termination of this Agreement;

(3) The obligation of both parties to fully and faithfully perform all of the terms, covenants and conditions of this Agreement with respect to activities occurring prior to the termination of this Agreement; and

(4) Any and all duties and obligations of both parties that, in accordance with this Agreement, specifically survive

any termination or expiration of this Agreement.

(C) No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment as partial payment for the account of Licensee, without prejudice to Licensor's right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

21. ASSIGNMENT

(A) Licensee shall not sublet or sub-license all or any portion of the Licensed Premises, all or any portion of its interest in this Agreement, nor all or any portion of its rights or obligations under this Agreement and shall not allow any third party to install or operate any equipment at the Licensed Premises without the express prior written consent of Licensor, which consent may be granted or withheld in the sole and absolute discretion of Licensor.

(B) Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Licensed Premises (collectively, "Transfer") without the prior written consent of Licensor, which consent may be granted or withheld in the absolute discretion of Licensor. Any Transfer or attempted Transfer without Licensor's prior written consent shall be void, and shall constitute a Default under this Agreement. Upon such assignment and consent, Licensee shall be relieved of all liabilities and obligations hereunder occurring thereafter and Licensor shall look solely to the assignee for performance under this Agreement and all obligations hereunder; provided however, Licensee shall not thereby be relieved of liability for any Default by Licensee with respect to an obligation of Licensee arising under this Agreement and based on events occurring prior to the assignment, and further excepting any and all duties and obligations of Licensee that may otherwise be provided under the terms of such consent.

(C) Notwithstanding the foregoing, Licensee shall have the right to assign this Agreement, with Licensor's consent (that shall not be unreasonably withheld), to any entity resulting from merger or consolidation with Licensee, or to any partnership in which Licensee, the general partner of Licensee, or any entity which controls, is controlled by, or is under common control with the general partner of Licensee, is a general partner, or to any person or entity which acquires substantially all of Licensee's assets, provided that such assignee or transferee specifically assumes in full all of Licensee's obligations under this Agreement.

(D) Any assignment: (i) shall be void if, at the time of the assignment, Licensee is in any breach of any condition under this Agreement; (ii) shall be subject to the provisions of this Agreement; and (iii) shall bind all assignees or transferees by the terms and conditions of this Agreement and any consent required under this Section 21.

(E) In the event of any Transfer, Licensee shall pay Licensor's reasonable out-of-pocket legal and administrative fees incurred in connection with such Transfer.

(F) In the event of the breach by Licensee of any of the provisions of this Paragraph 21, Licensor, at its sole option, may terminate this Agreement effective immediately upon not less than thirty (30) days' prior written notice to the Licensee.

22. TRANSFER OF SITE BY LICENSOR

Licensor may sell, exchange, transfer, and/or assign, any or all, in whole or in part, of Licensor's interests in the Licensed Premises, the Site, and/or this Agreement (a "Licensor Transfer"). In the event of any Licensor Transfer, Licensor shall be entirely free and relieved of all liability under any and all of the Sections and obligations in or derived from this Agreement arising out of any act, occurrence, or omission relating to the Licensed Premises, the Site or this Agreement occurring after the consummation of such Licensor Transfer, provided that the transferee shall thereby fully assume Licensor's rights, duties, and obligations as specified in this Agreement.

23. NOTICES

All statements, notices or communications which either party may desire or be required to give to the other, shall be in writing, with proof of delivery available upon request, shall be addressed to, as applicable, the Licensor or the Licensee at the address shown in the Specific Terms, and shall be deemed to have been delivered, given, and received for all purposes upon: (i) delivery if delivered by hand or overnight courier to the party to whom the same is directed, or (ii) three (3) business days after being deposited in the U.S. mail, as certified or registered mail, postage and charges prepaid. Either party may, by giving notice to the other in the manner provided herein, change its mailing address.

24. MUTUAL CONSENT

Wherever in this Agreement the consent or approval of Licensor or Site Manager and/or Licensee is required, it is agreed that such consent or approval shall not be unreasonably withheld, conditioned or delayed, and will be promptly considered, unless otherwise specified herein.

25. ATTORNEYS' FEES

In the event that legal action is instituted to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred from the losing party.

26. WAIVER

No waiver of any default or breach of performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

27. MODIFICATION

This Agreement shall not be varied or modified in any way, except by an instrument in writing, executed by the parties hereto.

28. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and entirely performed therein. Venue in any action on this Agreement shall be in the state courts of **Sacramento County, California** or the federal courts for the Northern District of California. If there is a conflict between the terms stated in the Specific Terms, exhibits and attachments hereto and the terms in the body of the Agreement, the terms in the Specific Terms, exhibits and attachments will control.

29. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall not be affected thereby and shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

30. SUCCESSORS

This Agreement shall inure to the benefit of and be binding upon the heirs, successors and legal representatives of the parties hereto.

31. CAPTIONS

The captions or headings of Sections of this Agreement are provided for convenience only, and shall not be of any force or effect in construing any provision of this Agreement.

32. SUPERSEDING AGREEMENT

This Agreement, and all documents, instruments and exhibits referred to herein, contain the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes all prior arrangements and understandings between the parties, and no other agreement, statement, nor promise made by either party hereto which is not contained herein shall be binding nor valid.

33. HAZARDOUS MATERIALS

(A) Licensee agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, whether now or hereafter enacted, promulgated or amended, pertaining to the protection of human health and/or the environment, as such apply to Licensee's access to the Site, use of the Licensed Premises and operations of Licensee's System.

(B) Licensee shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Licensed Premises or the Site by, or on behalf of, Licensee or its Agents, except: (i) fuels, lubricants and other materials properly used in vehicles used to access the Site; (ii) batteries in type and configuration approved by Licensor or its Site Manager; (iii) freon used for coolant systems; (iv) reasonable amounts of cleaning supplies or materials properly and usually used with Licensee's System; and (v) other hazardous materials with the prior written consent of Licensor, which consent shall not be unreasonably withheld so long as Licensee demonstrates to Licensor's reasonable satisfaction that such hazardous material is necessary to Licensee's use of the Licensed Premises.

(C) Licensee agrees that any hazardous material permitted on the Licensed Premises and the Site and all containers therefore shall be inventoried, handled, used, maintained, kept, stored and disposed of in a manner that complies with all applicable federal, state and local laws and regulations, whether now or hereafter enacted or amended, pertaining to any such hazardous material, and shall not

cause public or private nuisance or trespass.

(D) Upon termination of this Agreement, Licensee, at its sole cost and expense, shall remove in the manner required by law any storage tanks and containers and all hazardous materials located upon the Property, the Licensed Premises, the Site Access Road and the Site solely as a result of the actions of Licensee or Licensee's Agents.

(E) As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and all regulations, promulgated or amended from time to time, thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended from time to time, and all regulations, promulgated or amended from time to time, thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance which is or becomes regulated by any federal, state or local governmental authority as a hazardous material. Any substance which is exempt from regulation under the definitions or exemptions in any of the statutes, regulations or ordinances referenced herein is excluded from the provisions of this Agreement.

(F) Licensee agrees to indemnify and hold harmless Licensor, Site Manager, Landlord and the Agents of each from and against any Claims arising out of the failure of Licensee or its Agents to comply with any provision of this Section or from any Claims arising from Licensee's or its Agents' use, handling, storage, maintenance, or disposal of any hazardous material on the Property, the Licensed Premises, the Site Access Road, and the Site. The indemnification provided herein shall include, but not be limited to, all costs of any work to abate any hazardous waste condition resulting from Licensee's or its Agent's actions or inactions, and all sums paid for settlement of Claims, attorneys' fees, consultant and expert fees connected therewith. This indemnification does not extend to hazardous materials present on the Site and/or Licensed Premises solely as a result of Licensor's, its Site Manager's, Landlord's or their respective Agent's actions or to any pre-existing condition on the Site.

The covenants contained in this Section 33 shall survive the termination of this Agreement.

34. NO SMOKING REQUIREMENT

No smoking to, from or at or near the Site will be permitted outside a vehicle and all smoking material and matches must be placed in the vehicle's ash tray. Licensee's Agents are to be notified of this condition by the Licensee.

34. SURRENDER OF LICENSED PREMISES

(A) At the expiration or earlier termination of this Agreement, Licensee shall, at its sole cost and expense, surrender the Licensed Premises and the Site and convey title, at no cost to Licensor, to all structures, alterations, additions and improvements as provided for herein, not required to be removed pursuant to this Section 34, to Licensor; provided, however, that Licensee shall, at its sole cost and expense, (i) deliver to Licensor all keys provided to Licensee pursuant to this Agreement to facilitate Licensee's access to the Licensed Premises, (ii) remove from the Licensed Premises and the Site all of Licensee's System (including all additions thereto), any or all portions of, additions to or alterations of the Licensed Premises or the Site (in any way connected with Licensee's use or performance under this Agreement) designated by Licensor, at its option and in its sole discretion, and all hazardous materials installed, made, brought, stored, or used by or on behalf of Licensee on or to the Property, the Licensed Premises, the Site Access Road, the System, or the Site during the Term of this Agreement, and (iii) repair any damage to the Property, the Licensed Premises, the Site Access Road, the structures, alterations, additions and improvements, as provided for herein, not removed pursuant to this Section 34, and the Site arising out of, or in any way connected with, the performance of Licensee and Licensee's Agents under this Agreement to the same or as good a condition as existed on the day of Licensee's entry thereof under this Agreement, reasonable wear and tear and damage by fire or other casualty not caused by Licensee excepted. For avoidance of doubt, any voluntary early removal of Licensee's System by Licensee shall not change Licensee's Rent obligation hereunder.

(B) Any and all such removal and repair activity shall be: (i) accomplished without interference or hindrance to or with the operations of Licensor and Licensor's other users of the Site; (ii) inclusive of the prompt reimbursement by Licensee to Licensor or Licensor's other users of the Site for any damage done to its or their respective property in connection with such removal; and (iii) completed within forty-five (45) days after the date of such expiration or earlier termination.

(C) In connection with the expiration or earlier termination of this Agreement, Licensee will deliver written notice to Licensor forty-five (45) days in advance of voluntarily surrendering the Licensed Premises and of its intent to undertake any such removal and repair activity (the "Surrender Notice"). Failure by Licensee to either timely deliver the Surrender Notice or to complete all of its removal and repair activity or to complete any other then uncompleted obligation of Licensee under this Agreement shall permit

Licensor to: (i) seize and/or remove portions or all of Licensee's System from the Licensed Premises at Licensee's expense, store the same at Licensee's expense and re-license the Licensed Premises all without prejudice to any other remedies Licensor may have provided for herein or by law; and (ii) charge the License Rent, as provided for in Section 3, until Licensee completes its removal and repair activity and/or any other of its then uncompleted obligations (including without limitation the obligation to reimburse Licensor for any removal, repair, storage or other expenditures related to Licensee's System). Any damages occasioned by such removal by Licensor are expressly waived by Licensee. Any equipment so seized and/or removed will be returned to Licensee upon payment in full of all storage costs, and other costs or expenses reasonably incurred by Licensor in connection with such removal, and all past due License Rents and Electrical Power Charges and any other amounts due under the Agreement. If within thirty (30) days of such equipment removal, Licensee has not requested the return of its equipment and paid all sums owed, then Licensor may exercise all rights of ownership over such equipment including the right to sell same and retain possession of any sale proceeds, notwithstanding Section 5(A) above.

(D) Licensor may, at its option, waive its requirement that Licensee remove any portions or all of its System (including all additions thereto) and its additions to, or alterations of, the Licensed Premises or the Site. Such permission must be obtained in writing from Licensor within thirty (30) days of Licensor's receipt of Licensee's Surrender Notice, wherein such waiver is requested. Such improvements not required to be removed shall be accepted by Licensor in their AS-IS condition at the time of transfer, without any representation or warranty by Licensee as to the improvement's design, workmanship, materials or construction; provided however, that during the Term of this Agreement, Licensee has fully and faithfully performed the obligation, as otherwise provided in this Agreement, to maintain and repair such improvements. In the event Licensor does not grant such waiver, Licensee shall remove its System (including all additions thereto) and all structures, alterations, additions and improvements installed by, or on behalf of, Licensee as provided for herein. Licensee's obligation to remove such items shall specifically survive the vacation, expiration or termination of this Agreement and shall continue until all such items are removed to the reasonable satisfaction of Licensor.

35. RELATIONSHIP OF THE PARTIES

No provisions herein, either in the method of computing fees and/or expenses, and/or costs, nor otherwise, shall create between the parties hereto any relationship of partnership, association, joint venture, nor otherwise.

36. EXECUTING AUTHORITY

The parties hereto have full power and authority to enter into this Agreement and complete the responsibility and duties contemplated by this Agreement.

37. TIME

Time is of the essence with respect to each and every term and condition of this Agreement.

38. MASTER GROUND LEASE; LICENSE TERMINATION

Licensee acknowledges that Licensor's interest in and to the Site is subject to, or otherwise governed by, the terms and conditions of the Master Ground Lease; a redacted copy of which is attached hereto as Exhibit C. At all times, Licensee agrees to not, directly or indirectly, in any form, fashion or manner, disclose or use the Master Ground Lease for any purpose other than to enable Licensee to evaluate the suitability of the Licensed Premises for the conduct of its business at the Licensed Premises. Licensee hereby acknowledges that the terms, conditions, provisions, and obligations of this Agreement are subject and subordinate to the Master Ground Lease, and Licensee hereby agrees to abide by the terms and conditions of the Master Ground Lease, as if fully stated herein. In the event of any conflict between the terms of the Master Ground Lease and this Agreement, the terms of the Master Ground Lease shall control. Licensee shall not do, attempt, or otherwise permit or suffer to be done, anything on the Property, the Site, or the Licensed Premises which could be construed to be a violation of the Master Ground Lease or which could cause Licensor to be in Default under the Master Ground Lease. In the event of the termination of the Master Ground Lease, for any reason, this Agreement shall automatically terminate.

39. MEMORANDUM/SHORT FORM OF AGREEMENT

For purposes of providing constructive notice hereof, either party may, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Agreement in form and substance reasonably satisfactory to both parties. Either party may record this Memorandum or Short Form of Agreement in the Official Records of the County and State in which the Licensed Premises is located at any time, at its sole expense and in its absolute

discretion. At the expiration or earlier termination of this Agreement, Licensee shall execute, acknowledge, and deliver to Licensor within 30 days after Licensee's receipt of written request from Licensor, any commercially reasonable quitclaim deed or other commercially reasonable document required by any reputable title company to remove the cloud of this Agreement from the real property subject to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first set forth above.

LICENSOR

ComSites West, LLC

by: _____

Jeffrey C. Setzer, Member
For Scott Setzer

Date 6-14-2017

its: President

LICENSEE

Marysville Joint Unified School District

by: _____

Date _____

name: Ryan DiGiulio

its: Assistant Superintendent, Business Services

Exhibit "A"

Property Description
Site Description
Site Access Road Description
Licensee's Approved Equipment and Frequencies ("System")

Property

All that certain real property situated in the County of Yuba, State of California, described as follows:

The North Half of the North Half (N1/2 of N1/2), except a tract of land in the North Half of the Northeast Quarter (N1/2 of NE1/4) containing Two and 00/100 (2.00) acres conveyed to the County of Yuba on July 19, 1937, the Southeast Quarter of the Northeast Quarter (SE1/4 of NE 1/4), the North Half of the Southwest Quarter of the Northeast Quarter (N1/2 of SW1/4 of NE1/4), the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE1/4 of SW1/4 of NE1/4), the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (E1/2 of SW1/4 of SW1/4 of NE1/4), the Southwest Quarter of the Northwest Quarter (SW ¼ of NW1/4), the North Half of the Southeast Quarter of the Northwest Quarter (N1/2 of SE1/4 of NW1/4), the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW1/4 of SE1/4 of NW1/4), the West Half of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (W1/2 of SE1/4 of SE1/4 of NW1/4), the West Half of the Northeast Quarter of the Southwest Quarter (W1/2 of NE1/4 of SW1/4), the West Half of the East Half of the Northeast Quarter of the Southwest Quarter (W1/2 of E1/2 of NE1/4 of SW1/4), the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE1/4 of SE1/4 of NE1/4 of SW1/4), the West Half of the Southwest Quarter (W1/2 of SW1/4), the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4), East Half of the Southeast Quarter (E1/2 of SE1/4), except a tract of land containing Ninety-two Hundredths (0.92) of an acre conveyed to the County of Yuba on December 5, 1935, the East Half of the Northwest Quarter of the Southeast Quarter (E1/2 of NW1/4 of SE1/4), the East Half of the West Half of the Northwest Quarter of the Southeast Quarter (E1/2 of W1/2 of NW1/4 of SE1/4), the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter (SW1/4 of SW1/4 of NW1/4 of SE1/4), and the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section Twenty-seven (27) Township Eighteen (18) North, Range Seven (7) East, Mount Diablo Base and Meridian.

Containing approximately 633 acres.

APN: 064-260-001

Site

A portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, California, more particularly described as follows:

The basis of bearings for this description is identical to the Record of Survey recorded on June 22, 1960 in Book 6 of Surveys at Page 23, County of Yuba Records. Beginning at the Northeast corner of the parcel of the Grantors land, from which the Southwest corner of the East half of the Southeast quarter of the Southeast quarter of the Northwest quarter of said Section 27 bears North 3° 22' 06" West, 55.00 feet (the Southeast Section corner of said Section 27 bears South 47° 08' 06" East, 4265.37 feet); thence from said point of beginning South 83° 43' 29" West, 160.00 feet; thence South 3° 22' 08" East, 305.00 feet; thence North 83° 43' 29" East, 160.00 feet to a point on the West boundary of the adjoiners property; thence along the adjoiners property North 3° 22' 08" West, 305.00 feet to the point of beginning.

Portion of APN: 064-260-001

The Site is generally described and depicted in the attached survey and legal description.

Exhibit "A"

(continued)

Site Access Road

A 40 foot access easement over portions of Section 27, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, California, more particularly described as follows:

The basis of bearings for this description is identical to the Record of Survey recorded on June 22, 1960 in Book 6 of Surveys at Page 23, County of Yuba Records. Beginning at a point on the North boundary of the above described Site, from which the Southwest corner of the East half of the Southeast quarter of the Southeast quarter of the Northwest quarter of said Section 27 bears North 60° 39' 44" East, 140.22 feet (the Southeast corner of said Section 27 bears South 48° 23' 34" East 4349.00 feet); thence from said point of beginning following along an existing road North 16° 08' 08" West, 107.93 feet; thence North 15° 47' 59" East, 215.06 feet; thence North 1° 46' 15" East, 228.50 feet; thence North 9° 18' 30" West, 564.00 feet; thence North 17° 02' 00" West, 450.50 feet; thence North 35° 36' 15" West, 280.30 feet; thence North 79° 38' 30" West, 257.00 feet; thence South 78° 33' 00" West, 197.70 feet to a road intersection. Thence from said road intersection, follow the existing road North and East through the Northwest quarter of said Section 27; thence South and East through the Northeast quarter of said Section 27; thence South and East through the Southeast quarter of said Section 27 to the East boundary of the Section. The East terminal point is approximately North 2° 39' 54" West, 1065 feet from the Southeast corner of said Section 27.

Subject to the terms and conditions as contained in the "Road Easement Agreement" recorded April 19, 2013, as Recorder's Serial No. 2013R-005060 of Official Records, Yuba County Records, a thirty (30) foot access easement, more particularly described as follows:

Traversing a portion of the Southwest quarter of the Southwest quarter of Section 26, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, the centerline of which being more or less described as follows:

Beginning at a point in the center of an existing road on the West boundary of said parcel, from which the Southeast corner of Section 27, Township 18 North, Range 7 East, Mount Diablo Meridian, Yuba County, bears approximately South 2° 39' 54" East, 1065 feet, thence from said point of beginning along the centerline of the existing road the following courses: South 89° East, 60 feet; thence North 87° East, 71 feet; thence North 89° East, 75 feet; thence South 86° East, 75 feet; thence South 89° East, 75 feet; thence South 79° East, 60 feet; thence South 78° East, 58 feet; thence North 65° East, 74 feet; thence North 61° East, 402 feet; thence North 88° East, 56 feet, thence South 69° East, 20 feet, to an intersection of two approaches onto Oregon Hill Road, the northerly approach being described from said intersection as follows: South 77° East, 75 feet, thence North 80° East, 75 feet, thence North 59° East, 51 feet to a point on the westerly edge of Oregon Hill Road; and the southerly approach being described from said intersection as follows: South 31° East, 75 feet, thence South 20° East, 75 feet, thence South 13° East, 70 feet to a point on the westerly edge of Oregon Hill Road.

Exhibit "A"

(continued)

Licensee's Approved Equipment and Frequencies – the "System"

ANTENNA & FREQUENCY INVENTORY

Quantity of Antennas:	None – Utilizing County Combiner
Transmit, Receive or both:	Both
Transmit Frequency (MHz):	460.3875
Receive Frequency (MHz):	465.3875

EQUIPMENT RACK/CABINET INVENTORY

Description:	Portion of Licensor's radio rack
Cabinet Size (H'xW"xD"):	Up to 14 Rack Units
Transmitter Quantity:	One (1).
Make:	Motorola
Model:	SLR 8000
Transmit Frequency (MHz):	460.3875
Receive Frequency (MHz):	465.3875
Additional Equipment:	All equipment to be installed in specified rack, including the following additional equipment: One (1) battery

Exhibit “B”

Site Plan and Construction Drawings Depicting Licensee’s Approved System

[NO SITE PLAN OR CONSTRUCTION DRAWINGS REQUIRED
ALL EQUIPMENT IS AS DETAILED IN EXHIBIT A]

*A site plan and corresponding set of construction drawings, both to be prepared by Licensee,
will be attached to this Exhibit upon Licensor’s receipt and approval thereof.*

Exhibit “C”

Master Ground Lease

[A Copy of the Communication Site Land Lease Agreement by and between The CHY Company and ComSites West, LCC, dated February 27, 2013, is attached hereto as Exhibit “C”.]

Exhibit “D”

Memorandum of Understanding

*[A Copy of the MOU by and between Licensee and Yuba County
Dated June 27, 2017 is attached hereto as Exhibit “D”.]*

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING "MOU" is made as of the date set forth below by and between the County of Yuba "COUNTY" and the Marysville Joint Unified School District "SCHOOLS" for access to and use of a County-owned radio combiner.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

COUNTY agrees:

- 1.1 The County has a capital investment in the UHF radio combiner located at Oregon Peak in Yuba County. This radio combiner has a presently unused port.
- 1.2 Concurrently, Schools have a need for access to a UHF radio system at this location. Parties have been assured by the tower landlord of Oregon Peak that these needs are for compatible frequencies.
- 1.3 Connection to the device will be coordinated by Schools using a RF consultant for tuning and to make sure frequencies are compatible and neither party is negatively impacted. County shall be kept apprised of any work done affecting the combiner unit.
- 1.4 County and Schools hereby agree if at some future date the County needs the additional capacity in the radio combiner, it shall give schools a 90 day notice to allow them adequate time to make alternate arrangements.

2. TERM

Commencement Date: July 1, 2017

Termination Date: June 30, 2022

- 2.1 At the end of this five year term, this agreement will renew for an additional five years unless either party notifies the other with 90 days' notice of the decision to not renew.

3. PAYMENT

- 3.1 Schools agree to a one-time payment to the County to offset the acquisition of the combiner of Five Hundred dollars (\$500). If for any reason this agreement is terminated

before the end of the 5 year term, the County shall reimburse Schools for a pro-rated share of this cost.

3.2 County agrees to provide Schools access to this combiner unit at no additional ongoing operational cost.

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS

Both parties agree to share the use of facilities and equipment, which are leased by the County and which are required for providing the services pursuant to this MOU.

5. GENERAL PROVISIONS

5.1 In its performance under this MOU, County shall fully comply with the requirements of Yuba County Ordinances, Policies and Procedures, and all Federal and State laws and regulations.

5.3 This MOU may be amended only by the written, mutual consent of both parties.

5.4 This MOU may be terminated by either party, with or without cause, upon 90 (ninety) days written notice to the other party.

5.5 Both parties agree if the system suffers an outage; neither will be entitled to compensation.

6. DESIGNATED REPRESENTATIVE

The Director of Administrative Services located at 915 8th Street Suite 119 Marysville, CA 95901, is the representative for the County and will administer this MOU for the County. The Assistant Superintendent of Business Services located at 1919 B Street Marysville, CA 95901 is the authorized representative for Schools. Changes in designated representatives shall occur only in advance written notice to the other party.

7. TERMINATION

County and Schools shall each have the right to terminate this MOU upon ninety (90) days written notice to the other party.

8. INDEMNITY

Schools shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts Schools, or any of School's officers, agents, or employees.

9. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. Notices shall be addressed as follows:

If to COUNTY:

County of Yuba
Attn: Director of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95991

If to SCHOOLS:

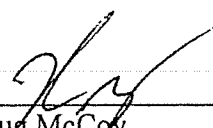
Marysville Joint Unified School District
Attn: Assistant Superintendent of Business Services
1919 B Street
Marysville, CA 95901

IN WITNESS WHEREOF, this MOU has been executed on June 21, 2017:

MARYSVILLE JOINT
UNIFIED SCHOOLS DISTRICT

YUBA COUNTY

Name
Assistant Superintendent of Business Services



Doug McCoy
Director, Administrative Services

**Solution Tree, Inc.
Purchase Agreement**

Effective June 27th, 2017 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Marysville Joint Unified School District ("Customer") located at 1919 B St Marysville, CA 95901-3798 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Global PD Subscription (150 Video Library users @ \$70.00 ea.)	\$10,500
Total	\$10,500

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes upon execution of this Agreement (the "Purchase Order Due Date"). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Global PD	\$10,500	Upon execution of Agreement

3. **Global PD**

- 3.1. **Subscription:** Solution Tree grants Customer and the educators and administrators enrolled in the district(s) and school(s) listed in Exhibit A (collectively, "Users") a limited, non-exclusive, terminable, non-transferable subscription to access Global PD via the website currently at <http://globalpd.com>, or by any other means on which the parties may agree, and to use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement will take precedence.
- 3.2. **Subscription Term:** The subscription term will be one year, and will start upon execution of contract and receipt of Purchase Order.
- 3.3. **Renewal:** If Customer decides to renew all of the above Global PD subscription services for a second year, Solution Tree agrees to not raise the above total subscription fee by more than 10%. Any renewal will be the subject of a separate agreement.

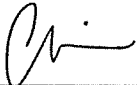
4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Ryan DiGiulio
Assistant Superintendent of Business Services
Marysville Joint Unified School District

Date



Chris Morgan
Vice President, Technology
Solution Tree, Inc.

5/19/2017

Date

Please email this Agreement to **Kashif Uddin** at **Kashif.Uddin@SolutionTree.com** or fax to 812.961.4696.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

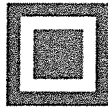
Contact: Lisa Goodman
Title: Director
Phone: 530-740-6440
Email: LGoodman@myusd.com
Cell #: —
Fax: —

Who will receive and pay the invoices?

Contact: Same as above
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: N/A
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____
Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Marysville Joint Unified School District ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2017 through June 30, 2018:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

Business Services Department

Approval: 

Date: 6/5/17

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Mileage	IRS Standard Rate

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Marysville Joint Unified School District

Fagen Friedman & Fulfrost LLP

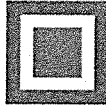


Gay Todd, Ed.D., Superintendent

Chris Keeler, Managing Partner

DATE: _____

DATE: June 4, 2017



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Marysville Joint Unified School District
July 1, 2017 through June 30, 2018

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$195 - \$225 per hour
Partner	\$240 - \$275 per hour
Of-Counsel	\$275 per hour
Paralegal/Law Clerk	\$115 - \$145 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$185 per hour
Education Consultant	\$165 per hour
Communication Services Consultant	\$225 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



APPLICATION FOR FACILITY USE

Internal and Community Requests

Requester Information:

REQUESTED BY Lindhurst High School Bob Eckardt
Name of Organization Contact Person

ADDRESS 4446 Olive Ave, Olivehurst CA

530-741-6150 5307416173 beckardt@mjuds.com
Telephone Number Fax Number Email

94-1430816 501-C 3 (Check One) ☐ Yes ☒ No
IRS Tax Number Checking "Yes" above requires that you attach official verification of non-profit status
(Attach W-9 Form) from the IRS or Franchise Tax Board

Event Description:

Name of Event: High School Graduation Date(s) of Event: 6/9/17
Number of people expected: 3,000 Has parking citation been suspended? ☒ Yes ☐ No
Admission Fee: \$ 0 Will you require Internet access? ☒ Yes ☐ No
Audio/Visual Needs: sound system and internet Will you require restrooms unlocked? ☒ Yes ☐ No
Will you serve food? ☐ Yes ☒ No Will the Media be present? ☒ Yes ☐ No

Facilities Accessed by: 4:00 Event Begins: 7:30 Event Ends: 9:00 Facilities Vacated by: 10:30
PM M PM PM

Facility Requested:

Marysville Campus						Sutter County Center
Athletics Facilities	Meeting Rooms/Areas	Theatre	Learning Resource Ctr.	Public Safety	Other	Meeting Rooms
<input type="checkbox"/> Gym <input type="checkbox"/> Field <input type="checkbox"/> Baseball <input type="checkbox"/> Softball <input type="checkbox"/> Track <input type="checkbox"/> Football/Soccer <input checked="" type="checkbox"/> Field Lights <input type="checkbox"/> Track <input checked="" type="checkbox"/> Football <input type="checkbox"/> Soccer	<input type="checkbox"/> Cafeteria <input type="checkbox"/> Multi-Purpose Room (316) <input type="checkbox"/> Classroom Rm. # _____ <input type="checkbox"/> Computer Lab Rm. # _____ <input type="checkbox"/> Conference Room Rm. # _____	<input type="checkbox"/> Theatre <input type="checkbox"/> Piano(s)	<input type="checkbox"/> Library Computer Training Lab (1131) <input type="checkbox"/> TV Studio (Room 1158) <input type="checkbox"/> Journalism Lab (Room 1171) <input type="checkbox"/> LA/FA Conference (Room 1194)	<input type="checkbox"/> Mat Room <input type="checkbox"/> Fire Training Tower and Grounds <input type="checkbox"/> Nursing Simulation Lab	<input type="checkbox"/> Quad <input type="checkbox"/> Parking Lot <input type="checkbox"/> Veterans Resource Center (725) <input type="checkbox"/> Other Identify _____ _____ _____ _____	<input type="checkbox"/> Cafeteria <input type="checkbox"/> Cafeteria Overflow <input type="checkbox"/> Classroom Rm. # _____ <input type="checkbox"/> Computer Lab Rm. # _____ <input type="checkbox"/> Conference Room Rm. # _____

Business Services Department

Approval: 14
Date: 5/26/17

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Room Set Up: ☐ classroom ☐ reception ☒ graduation ☐ lecture other _____
(Attach floor plan if applicable)

Facility Fees:

Referencing Yuba Community College District AP 6700, identify the GROUP to which your Organization belongs:

☒ **Group I**
Labor and Utilities Charges Apply ☐ **Group II**
Labor, Utilities and Supplies Charges Apply ☐ **Group III**
Labor, Utilities, Supplies and Fair Rental Value Apply

	Flat Fee	Hourly Fee	X Hours of Event	Total Amount
<input type="checkbox"/> Labor GL Code:	\$	\$		\$
<input type="checkbox"/> Utilities GL Code:	\$	\$		\$
<input type="checkbox"/> Supplies GL Code:	\$	\$		\$
<input type="checkbox"/> Rental GL Code:	\$	\$		\$
Estimated Grand Total				\$ _____

* Final billing will include actual charges. All fees assessed to an organization are due to Yuba College 30 days following the event. Please make checks payable to Yuba College. This Application for Facility Use form, including the Proof of Insurance, is due twenty (20) business days prior to event. Cancellations must be submitted 48 hours prior to the event.

Prior Approvals:

Need for CUSTODIAL, MAINTENANCE OR GROUNDS STAFF must have prior approval of the M&O Supervisor, 741-6775.

Signature _____ Date _____

Use of ATHLETICS FACILITIES must have prior approval of the Athletics Director, 741-6779.

Signature _____ Date _____

Use of the THEATRE must have prior approval from the College Marketing and Promotion Coordinator, 741-6829.

Signature _____ Date _____

Use of LEARNING RESOURCE CENTER FACILITIES must have prior approval from the Dean of Humanities, 741-6794.

Signature _____ Date _____

Use of the PUBLIC SAFETY FACILITIES must have prior approval from Public Safety Director (749-3879) or Nursing and Allied Health Director, 741-6785.

Signature _____ Date _____

Use of the VETERANS RESOURCE CENTER must have prior approval from the Veterans Resource Technician, 741-8780.

Signature _____ Date _____

Use of the PARKING LOT must have prior approval from the YUBA COLLEGE PRESIDENT, 741-6707.

Signature _____ Date _____

Official Use Only			
Verified Non-Profit: Yes No	Proof of Insurance: Yes No	Indemnification: Yes No	
Event Approved: Yes No	Signature: _____	Date: _____	
Posted on Calendar on: _____	Confirmation Email Sent on: _____	Payment of \$ _____	Received on _____

Yuba College Theatre Technical Request Form

Internal and Community Requests

User Information:

Technical Contact (Name and Phone Number): _____

E-mail: _____

(This person will be responsible for communication the technical needs of the show and must be present on site for all contracted times. Also, adult supervision is required for all productions that include children less than 18 years old.)

Date(s) of rehearsal: _____ # of people expected (directors, performers, musicians): _____
Rehearsal begins at (am/pm): _____ Rehearsal ends at (am/pm): _____

Special Needs:

☐ Orchestra pit ☐ Steinway piano (Addl Charge) ☐ Choral risers ☐ Choral Shell
☐ Dressing Rooms ☐ Green Room ☐ Theatre Shop (storage) ☐ Box Office

Facility Needs:

____ #Tables ____ Chairs ____ Lectern ____ Chalk board

Will you be selling tickets? ☐ Yes ☐ No
Will you require Box Office Cashier to sell tickets? ☐ Yes ☐ No
Will you sell refreshments at intermission? ☐ Yes ☐ No
Will you be using your own technicians (for sound and lighting)? ☐ Yes ☐ No

Lighting:

☐ I do not have any special lighting requirements and will use the house lighting (standard, no color lighting)
☐ I have some simple requirements and have attached additional information.
☐ I will require follow spots
☐ I have in depth lighting needs and will arrange meeting the Yuba College Theatre Tech to further discuss

Sound:

☐ I will require one microphone for announcements
☐ I will require _____ mic(s) for instrument and/or vocal reinforcement
☐ I will require playback of ____ CD ____ MP3 Player ____ Laptop/computer

Audio Visual:

☐ I do not require any equipment use
☐ I will require projection, computer and projection screen (PowerPoint files must be received at least 24 hours prior to use)
☐ I will require audio/video playback on ____ DVD ____ VCR ____ Computer

If this form is not received twenty (20) business days prior to your event, technical support may not be provided.

- Vehicles can unload in the area surrounding the theatre but must relocate to permanent parking in the east or west parking lots (with the purchase of a daily pass) as soon as unloading occurs.
No food or beverages are allowed in the theatre auditorium or on stage
- User must disclose (at time application is submitted) of any additional rental or props to be placed in or around the Yuba College Theatre such as tent, scenic drops, tables, flower delivery, etc. If Yuba College agrees to rental, the items must be removed immediately after event concludes or receive approval to pick it up after the event.
If you have volunteers to offset the theatre staff with ushering, box office, or parking, please have them available for a training session prior to the event.
- If the college staff is to sell tickets, please provide a list of instructions (i.e., ticket price, who to make check out to, will call ticket pick up, etc.). Also have change (\$1 and \$5) available to use as base cash.
Please provide programs to the box office so the ushers can hand them to the guests when they go inside the auditorium
- If reserved seating is used, please provide several copies of the seating chart for ushers to assist patrons during event.

Applicant Signature: N/A Date: _____

STATEMENT OF INFORMATION

Community Requests Only

The Yuba Community College District makes available, under the California Civic Centers Act, use of its facilities and grounds. Some specialized facilities are designed for instructional use only and are not available to outside groups. According to Education Code 82537 (c), no use shall be granted in a manner that constitutes a monopoly for the benefit of any person or organization. Furthermore, according to Education Code 82537 (d), no use shall interfere with the required purposes of the college facilities and grounds.

- Application for facility use must be received twenty (20) business days prior to event and use of facilities is subject to availability.
- A certificate of liability insurance, naming the **Yuba Community College District** as "Additional Insured," for Bodily Injury Liability Limits of at least \$1 million and Property Damage Liability Limits of at least \$1 million shall be in force and on file with the college 48 hours before the actual dates of use.
- Cancellation must be submitted 48 hours prior to the event.
- All fees assessed to an organization are due to Yuba College 30 days following the event. Please make checks payable to Yuba College.
- All facilities must be returned to the original condition in which they were rented.
- No nails, screw, staples, tack, tape or other fasteners shall be used on doors, windows, or walls of the facilities.
- The district, at its discretion, shall have the right to cancel and terminate use of facilities immediately upon discovery of any violation of the regulations, conditions, or provisions of facility use on the part of the requesting group. Facilities shall be protected from damage and mistreatment, and precautions for cleanliness maintained. Restrictions regarding smoking, eating, and drinking in rooms and buildings shall be observed. The group-authorized representative assumes this responsibility. Should district property be damaged or abused, the cost of the repair shall be paid by the group involved immediately upon demand by the district. In this event, the district shall have the right to make an assessment for damages and to deny any future requests by the group.
- All juvenile organizations or groups must have adult sponsorship and supervision.
- Possession or consumption of alcoholic beverages, drugs, or narcotics, or the possession of firearms and weapons of any kind, are not permitted on college property.
- Applicants issued an approved application shall fully comply with all ordinances, laws, and regulations pertaining to the use and occupancy of district facility, including all fire, health, and safety measures. No activity shall be conducted which constitutes a violation of any Federal, State, or Local Law.
- Since the college has limited availability of space for facility rental, the district reserves the right to refuse use if the requested space is needed for any educational purpose.
- All visitors to the campus must purchase a daily parking pass from 6am to 6pm, Monday through Friday.

Your signature verifies acknowledgement of policies, procedures and fees and that _____ will defend, indemnify and hold harmless the District, its officers, employees and agents from any and all injuries, losses or damage, including damage to District property, which may result from or arise in any way out of their use of the facilities, regardless of cause.

Applicant Signature: *LR*

Date: 5/26/17

YUBA COMMUNITY COLLEGE DISTRICT
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Community Requests Only

Name of APPLICANT: Lindhurst High School / Marysville Joint Unified School

Date of Event: June 9, 2017

APPLICANT shall be responsible for, and DISTRICT shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or properties, or both, arising out of the acts of APPLICANT, its agents, officers, employees, guests or invitees, or resulting from APPLICANT's activities on the District Facilities or from any cause whatsoever arising out of or in connection with this License or any other use or operations on the District Facilities.

APPLICANT shall indemnify and defend DISTRICT, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or properties, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with APPLICANT's activities on the District Facilities, and any other use of and operations on the District Facilities pursuant to the APPLICANT's use of District Facilities, whether or not there is concurrent passive negligence on the part of DISTRICT, its agents, employees or officers, but excluding such actions, claims, damages to persons or properties, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of DISTRICT, and in connection therewith:

(i) Actions Filed. APPLICANT shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. APPLICANT shall promptly pay any judgments rendered against APPLICANT or DISTRICT covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the District Facilities referred to herein and agrees to save and hold DISTRICT harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event DISTRICT is made a party to any action or proceeding filed or prosecuted against APPLICANT for such damages or other claims arising out of the use of and operations on the District Facilities referred to herein. APPLICANT agrees to pay DISTRICT any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

APPLICANT further agrees to indemnify, defend and hold harmless DISTRICT, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this License, including, without limitation, DISTRICT's authority to enter into this Agreement and/or authority to grant APPLICANT the use of District Facilities.

Authorized Contracting Representative of APPLICANT:

Ryan Digiulio
Printed Name

[Signature]
Signature

Assistant Superintendent of Business Services
Title

5/26/17
Date

GROUP II – DIRECT COSTS: The following will be charged supplies fees in addition to labor and utilities fees. Public Agencies within the Yuba Community College District service area when the facilities and/or grounds are being used for training purposes.

Football/Track Arena: Does not include concession stand; The concession services will be available and run by Yuba College Athletics.

Labor Athletic Staff and Custodian (see “Labor Charges” section)

1 Facilities Maintenance Worker/Custodian Schedule B \$29.08 @ 7 HRS = \$203.56

Will work in conjunction with LHS’s custodial staff

Supplies \$75 per hour @ 7 HRS = \$525.00

Utilities \$50 per hour @ 2 HRS = \$100.00

Parking Lot:

LHS Staff will attend to Parking Lot clean up.

Utilities \$100 per hour @ 2HR min= \$200.00

Chair Rental:

320 chairs @ \$1.00 per chair = \$320. LHS’s Staff (with YC’s Single Staff) will set up and break down chairs.

Security/Campus Police:

Campus Police oversight and coordination = \$300.00

LHS will use local Sherriffs (1 or 2 officers), Probation Officers (4), and 3 College Staff

Traffic control would need to be completed at the end of the event.

Stage:

\$550. LHS has requested Flags and Flag stands. Podiums and lecturns not requested.

Sound:

Central sound system and internet use = \$150

Microphones and extra speakers not requested. LHS will use own external equipment.

Total = \$2,348.56

Labor \$203.56

Supplies \$525.00

Utilities \$300.00

Chairs \$320

Stage: \$550

Sound: \$150

Campus Police: \$300

CERTIFICATE OF COVERAGE

Issue Date

5/25/2017

ADMINISTRATOR: LICENSE # 0B01094
InterWest Insurance Services, Inc.
310 Hemsted Drive #200
Redding, CA 96002-0935
530-222-1737
Attn: Diane Gulden / email: dgulden@iwins.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California Schools Insurance Group
ENTITY B: Northern California ReLiEF
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Marysville Joint Unified School Dist.
Northern California Schools Insurance Group
1919 B Street
Marysville CA 95901

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A/B	GENERAL LIABILITY [<input checked="" type="checkbox"/> GENERAL LIABILITY [<input type="checkbox"/> CLAIMS MADE [<input checked="" type="checkbox"/> OCCURRENCE [<input checked="" type="checkbox"/> GOVERNMENT CODES [<input checked="" type="checkbox"/> ERRORS & OMISSIONS]]	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A/B	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/> ANY AUTO [<input checked="" type="checkbox"/> HIRED AUTO [<input checked="" type="checkbox"/> NON-OWNED AUTO [<input checked="" type="checkbox"/> GARAGE LIABILITY [<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE]]	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A/B	PROPERTY [<input checked="" type="checkbox"/> ALL RISK [<input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD [<input type="checkbox"/> BUILDER'S RISK]]	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	\$ 250,000,000 EACH OCCURRENCE
A/B	STUDENT PROFESSIONAL LIABILITY	NCR 00600-25	7/1/2016 7/1/2017	\$ 10,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [<input type="checkbox"/> EMPLOYERS' LIABILITY]			\$	[<input type="checkbox"/> WC STATUTORY LIMITS [<input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [<input type="checkbox"/> EMPLOYERS' LIABILITY]			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
A/B	OTHER Auto Physical Damage Comprehensive & Collision	NCR 00600-25	7/1/2016 7/1/2017	\$ \$ 250	Included

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

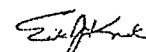
Use of Yuba College by Lindhurst High School on June 9, 2017 for graduation as scheduled, supervised and sponsored by the school district.

Entity A: Member Retained Limit of \$150,000

CERTIFICATE HOLDER:

Yuba Community College District
2088 N. Beale Road
Marysville CA 95901

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.



Erik J. Knak, JPA Manager

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ISSUE DATE: 5/25/2017
A.C.#

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED MEMBER		COVERAGE DOCUMENT	SERVICING AGENT
Marysville Joint Unified School Dist. Northern California Schools Insurance Group			
DISTRICT:	1919 B Street Marysville CA 95901	NCR 00600-25	

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party: Yuba Community College District
2088 N. Beale Road
Marysville CA 95901

As Respects: Use of Yuba College by Lindhurst High School on June 9, 2017 for graduation as scheduled, supervised and sponsored by the school district. Entity A: Member Retained Limit of \$150,000

Coverage is excluded for any and all liability resulting from and/or caused by the additional covered party's defective design, manufacture, installation, delivery or return or any other cause not due to the sole negligence of the covered party.



Authorized Representative

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶

LOCAL EDUCATION AGENCY

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting

code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1919 B STREET

6 City, state, and ZIP code

MARYSVILLE, CA 95901

Requester's name and address (optional)

Yuba College

2088 North Beale Road

Olivehurst, CA 95901

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

9 4 - 1 6 3 0 8 1 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Kenneth Pangloss

Date ▶

5-26-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$145 for professional services and for travel time. All charges, including expenses, will be approved by the Assistant Superintendent of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months, July 1, 2017 to June 30, 2018. Services billed are expected to not exceed \$20,000.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Ryan DiGiulio, Assistant Superintendent
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland

President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

Marysville Charter Academy for the Arts

Marysville Joint Unified School District

Tim Malone, Principal

A California Distinguished School



MARYSVILLE CHARTER ACADEMY FOR THE ARTS

Amendment to Contract for Kristin Vander Ploeg

Both parties agree that the not-to-exceed amount for the contract dated 8/16/16 shall be increased from \$18,000.00 to \$22,000.00. Kristin Vander Ploeg will provide additional hours at Marysville Charter Academy for the Arts beyond what was Board approved on 9/13/16. Both parties agree that the not-to-exceed amount shall be increased from \$18,000.00 to \$22,000.00.

Contractor Name Kristin Vander Ploeg

Contractor Signature K Vander Ploeg

Authorized Signature Tim Malone

Date: 5/15/17

District Acceptance RL 5/17/17

(Ryan DiGiulio, Assistant Superintendent of Business Services)

Business Services Department

Approval: RL

Date: 5/19/17

455

**FACILITIES MEMORANDUM OF UNDERSTANDING
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND THE YUBA ENVIRONMENTAL SCIENCE CHARTER ACADEMY
-2017-18 SCHOOL YEAR-**

This Facilities Memorandum of Understanding ("MOU") is entered to into by and between the Marysville Joint Unified School District ("District"), a school district organized and existing under the laws of the State of California, and Yuba Environmental Science Charter Academy ("YES"), a public charter school operated by a nonprofit public benefit corporation organized and existing under the laws of the State of California. The District and YES are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, California Education Code section 47614 and Title 5 of the California Code of Regulations, section 11969.1, et seq. set forth the procedural aspects of facilities requests for charter schools;

WHEREAS, YES made a timely request for District facilities for the 2017-18 school year;

WHEREAS, the District responded to the timely request, and YES responded to the District's response pursuant to the legal process referenced in the first Recital above; and

WHEREAS, the parties mutually agreed to extend the time for the District's preliminary proposal, and ultimately agreed on in-lieu arrangements instead of provision of facilities for the 2017-18 school year;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements described in this MOU, the District and YES hereby agree as follows:

I. TERM AND MODIFICATION

- A. Effective Date:** The term of this Agreement is for the 2017-18 fiscal year, commencing on July 1, 2017 and ending on June 30, 2018.
- B. Modification:** Any modification of this MOU must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this MOU.
- C. Termination:** Upon revocation of YES's charter, this MOU shall be automatically terminated.

II. DESIGNATED REPRESENTATIVES

- A. District:** The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the Board of Trustees is legally required.
- B. YES:** YES's designated representative shall be the President of the Council of the Directors.

III. IN-LIEU OBLIGATIONS

In lieu of, and in full satisfactions of its legal and statutory facilities provision obligations for the term of this MOU, the District shall provide the following:

- A.** Monetary reimbursement for Custodial and/or Maintenance work to be performed solely at 9841 Texas Hill Rd, Oregon House, California. The reimbursement shall be for a not-to-exceed amount of \$50,856 for the 2017-18 fiscal year. The District will only reimburse for actual payments made by YES for the Custodial and/or Maintenance work. Reimbursement payments shall occur on a quarterly basis (every three months - October, January, April, July) upon YES presenting District with proof of payment made for the Custodial and/or Maintenance work (i.e., purchase order, vendor invoice, proof of receipt of services, and copy of check marked paid). Reimbursement shall be made within 30 days of receipt of the proof of payments made for the Custodial and/or Maintenance work.

IV. INSURANCE

- A.** During the term of this Agreement, the YES shall obtain and keep in effect liability coverage as follows:
 - 1. General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 2. Automobile Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - 3. Excess Liability: \$25,000,000 per occurrence/ \$25,000,000 aggregate.
 - 4. Employer's Liability: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
 - 5. Workers Compensation: as required by the State of California.
 - 6. Fiduciary Liability: \$1,000,000.
 - 7. Wrongful Acts: Including Directors and Officers, and Errors and Omissions: \$1,000,000 per occurrence/ \$1,000,000 aggregate.

- B.** All policies furnished by the YES shall be endorsed to specifically name the District and its respective trustees, officers, employees, agents and volunteers as additional insureds, and such endorsements shall be furnished in a form satisfactory to the District. The YES's insurance coverage shall be primary as respects the District and its respective trustees, officers, employees, agents and volunteers, and excess coverage shall stand in an unbroken chain of coverage excess of YES's scheduled underlying coverage set forth above except as outlined in the Facilities Use Agreement between the parties. No special limitations shall be placed on the scope of protection afforded to the District or its respective trustees, officers, employees, agents, and volunteers. Endorsements shall include a statement that such policies shall not be cancelled, except upon thirty (30) calendar days written notice by certified mail, return receipt requested, given to the District.

INDEMNIFICATION

- A.** YES agrees to defend, indemnify, and hold harmless the District, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from YES's negligent or wrongful acts or omissions in the performance of this Agreement.
- B.** The District agrees to defend, indemnify, and hold harmless YES, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the District's negligent or wrongful acts or omissions in the performance of this Agreement.

V. DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to this contract shall first be submitted to the parties' designees for decision. If the designees fail to resolve the controversy, claim or dispute, within forty-five (45) days, either party may submit a request, in writing, to the other to refer the controversy, claim or dispute to non-binding mediation. The party requesting mediation shall list three (3) acceptable mediators. The responding party shall advise of its selection from the list within five (5) days of receipt. If the responding party does not find any of the three mediators acceptable, it may provide three (3) alternate mediators, from which the requesting party will select. The requesting party must advise of its selection from this list within five (5) days of receipt. If, again, there are no acceptable mediators, the requesting party shall submit a Request for Mediation to the American Arbitration Association ("AAA"), on the AAA required form, together with the required filing fee. The responding party shall reimburse the requesting party one half (1/2) of the filing fee. The Mediator (whether privately selected or selected by AAA) shall set the time of each mediation session. The mediation shall be held at any convenient location agreeable to the Mediator and the parties, as the Mediator

shall determine. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within thirty (30) days after selection of the Mediator. The Mediator's fee and all applicable AAA fees shall be paid equally by the parties. Each party must be represented at mediation by a person with full authority to settle the dispute. If mediation takes place at AAA, the parties will follow the AAA Construction Industry Arbitration Rules and Mediation Procedures. The parties may be represented by counsel at Mediation. Mediation sessions are private. Only the parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator. All persons who attend the Mediation shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. The Mediator's recommendation for settlement, if any, is non-binding on the parties. Agreements reached in mediation are enforceable as provided for by governing law. Mediation under this contract shall be a condition precedent to the filing of a civil action in any State or Federal Court.

VI. NOTIFICATION

All notices, requests, and other communication under this MOU shall be in writing and mailed to the proper address as follows:

To District at:	Marysville Joint Unified School District 1919 B Street Marysville, CA 95901
To YES at:	Yuba Environmental Science Charter Academy P.O. Box 430 Oregon House, CA 95962

VII. MISCELLANEOUS

- A. **Amendments:** This MOU may be altered, amended, changed, or modified only by agreement in writing executed by YES's and the District's duly authorized representatives with a specific reference to this MOU and the section to which it alters, amends, or modifies.
- B. **Severability:** If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Non-Discrimination:** YES covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status, or national origin in the operation of YES.

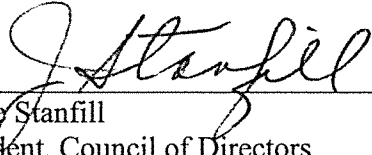
- D. Assignment:** This MOU shall not be assigned by either party without the prior written consent of the other party.
- E. No Waiver:** No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- F. Survival:** All representations, warranties, and indemnities made herein shall survive termination of this MOU.
- G. Entire Agreement:** This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and only with respect to those matters, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.
- H. Recitals:** The Parties agree that the recitals set forth above are true and correct and are incorporated as essential terms of this MOU.
- I. Governing Law:** This MOU shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this MOU shall be filed and heard in a court of competent jurisdiction in the County of Yuba.
- J. Signatures:** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below.
- K. Counterparts:** This MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

AGREED:

Dated: _____

Dr. Gay Todd
Superintendent
MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

Dated: 6/2/17 _____



Jackie Stanfill
President, Council of Directors
YUBA ENVIRONMENTAL SCIENCE
CHARTER ACADEMY



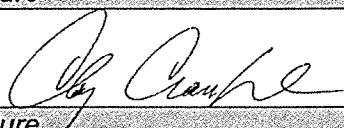
**Speaker Agreement between Total Safety Solutions, LLC (SPEAKER) and Marysville
Joint Unified School District (CLIENT)**

Event / Course Title:	Parenting in a Digital World Parent Seminar and Student Assembly
Dates:	September 11 & 12, 2017
Location:	TBD by Marysville Joint Unified School District
Class Format:	3 student assemblies and 2 parent seminars
Sessions:	Each student assembly is 45 minutes in length Each parent seminar is 120 minutes in length
Class Days:	Suggested scheduling: Parent seminars 6:30 to 8:30 pm Student assemblies (TBD school hours/bell schedule)
Speaker Name:	Clayton Cranford
Address:	35 Ellsworth Street
City, State, Zip:	Ladera Ranch, CA 92694
Telephone:	(657) 206-6070
Contact Name:	Clayton Cranford
TERMS & CONDITIONS	
Speaking Fee (Honorarium):	<p><u>Parent Workshop</u>: 2 hour multi-media presentation; includes one Parent's Guide to Cyber Safety, and attendee handout (Internet and Mobile Device Contract and Cyber Safety Checklist).</p> <p><u>Student Workshop</u>: 45 minute multi-media presentation.</p> <p>\$4,500 for 2 parent seminars and travel. 3 student assemblies included.</p> <p>SPEAKER is required to complete a W-9 Form to receive his or her honorarium.</p> <p>Checks and payments will be paid to: Total Safety Solutions LLC.</p>
Expenses - Travel:	All travel expenses are the responsibility of the SPEAKER.



TERMS & CONDITIONS	
Audiovisual Equipment:	<p>CLIENT will provide LCD projector, screen, audio speakers, lavalier microphone (if necessary), podium, and a book purchase/signing table plus a chair for the book signing after the event speech.)</p> <p>SPEAKER will provide MacBook Laptop with HDMI and VGA/DVI connections.</p>
Copyright Clause:	<p>The book and attendee packet is intended for the sole purpose of giving to the attendees of the workshop/seminar. It may not be copied, sold or given away for any other purpose without expressed written permission of the SPEAKER.</p> <p>SPEAKER will not be recorded by audio or by video without expressed consent by the SPEAKER prior to the event.</p>
TSS Marketing Material & Book Sales	<p>SPEAKER has the right to provide participants with TSS literature and marketing material of other TSS classes and products.</p> <p>The CLIENT will provide the SPEAKER a table to sell copies of the SPEAKER's publication(s) to the attendees.</p>
Lecture Materials and Printing	<p>The SPEAKER will provide the CLIENT with PDF files of the attendee handouts.</p> <p><u>All Printing costs will be incurred by the CLIENT.</u></p>
Client Recommendation(s)	<p>It is requested that the CLIENT provide the speaker with a written evaluation of his speech presentation within 10 days after the event and as such these comments may be used in the speakers promotional marketing. The CLIENT will send this review via email on scanned organizational letterhead to the speaker. The speaker may list the client as a speaking reference and also provide the hiring organization's contact persons email and phone number for future client referral inquiries on this web and other marketing materials. If the speaker has done a satisfactory performance he expects a favorable testimonial from the client.</p>



ACCEPTANCE		
x		
Signature	Phone Number	Date
x 	(657) 206-6070	5/7/17
Signature Clayton Cranford, Owner Total Safety Solutions, LLC.	Phone Number	Date

Please sign and send a scanned copy to: clay@cybersafetycop.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Total Safety Solutions LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 35 Ellsworth Street	Requester's name and address (optional)
6 City, state, and ZIP code Ladera Ranch, CA 92694	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	7		-	2	9	1	8	1 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 5-2-17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you *might* be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FGS0000016

Renewal of Number

**SCOTTSDALE INSURANCE COMPANY®**

Home Office

One Nationwide PlazaZ • Columbus, Ohio 43215
 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
 A STOCK COMPANY

Policy Number

FGS0000022

Certificate Number
 FGS-C-1616042

**FEDERAL CONTRACTOR PROFESSIONAL LIABILITY MASTER INSURANCE POLICY
 CERTIFICATE OF INSURANCE**

**THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED MEMBER DURING THE
 POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD AND REPORTED TO THE
 COMPANY PURSUANT TO THE TERMS AND CONDITIONS OF THE POLICY.**

NAMED INSURED AND MAILING ADDRESS		PROGRAM MANAGER NAME AND ADDRESS	
Public Employees Purchasing Group, Inc. 1401 Eye Street, NW, Suite 600 Washington, DC 20005		Anthony F. Vergnetti Federal Employee Defense Services, Inc. P.O. Box 65282 Washington, DC 20035 AGENT NUMBER: 19507	
INSURED MEMBER AND MAILING ADDRESS:		Clayton P Cranford 35 Ellsworth Street Ladera Ranch, CA 92694	
POLICY PERIOD		From: 8/29/2016 To: 8/29/2017 12:01 A.M. Standard Time at the NAMED INSURED'S mailing address	

LIMITS OF LIABILITY:**SECTION I. CIVIL SUIT COVERAGE**

Each INCIDENT	<u>\$1,000,000.00</u>
Each INCIDENT Aggregate	<u>\$3,000,000.00</u>
Each MASTER POLICY AGGREGATE applies, is part of, and subject to the MASTER POLICY shown on the Master Policy Declarations.	<u>\$5,000,000.00</u>

PREMIUM

Annual Policy Premium	<u>\$875.00</u>
Minimum Earned Premium	<u>\$218.75</u>
Surplus Lines Tax	<u>\$17.50</u>
Stamping Fee	<u>\$0.00</u>

The Master Policy Declarations, Policy Forms, Endorsements and Application are on file with the Company.

FOR A COPY OF, OR QUESTION REGARDING THIS POLICY, PLEASE CONTACT
 Federal Employee Defense Services, Inc. at (866) 955-FEDS (3337).

TO REPORT CLAIMS, PLEASE CONTACT:
 The Claims Division of Federal Employee Defense Services, Inc. at (866) 955-FEDS (3337).



(866) 955-FEDS (3337)
www.fedsprotection.com

Reimbursement Certification

Professional Liability Insurance

Certificate Holder Information:

Clayton P Cranford
35 Ellsworth Street

Ladera Ranch, CA 92694

Certificate Number: FGS-C-1616042

<u>Master Policy</u>	<u>Description</u>	<u>Coverage Dates</u>
FGS0000022	Professional Liability Insurance	8/29/2016 - 8/29/2017

Premium Paid*:

Surplus Lines Tax Paid:

* Policy premium includes no administrative fees

Prepared by:

Billing Services

Federal Employee Defense Services, Inc.

Prepared On: 8/29/2016

FEDS INSURANCE CARD	
Insured Name:	Clayton P Cranford
Insured Certificate #:	FGS-C-1616042
Coverage Effective Date:	8/29/2016 - 8/29/2017
For questions regarding your insurance coverage, please contact FEDS at 866-955-FEDS (3337).	
To Report Claims, contact the Claims Division of Federal Employee Defense Services, Inc. at 866-955-FEDS (3337).	



Capitol | PFG

Crafting Optimal Financial Solutions

Business Services Department

Approval: PC

Date: 5/24/17

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement"), dated June 27, 2017, is hereby made between the Marysville Joint Unified School District ("CLIENT") and Capitol Public Finance Group, LLC ("CAPITOL PFG"). CAPITOL PFG agrees to provide the "Services," as more fully defined below, to CLIENT and CLIENT agrees to pay to CAPITOL PFG based on the terms of the Consultant Services Order, as more fully defined below.

1. **Definitions.** The following definitions shall apply to this Agreement.
 - a. The "Commencement Date" shall be July 1, 2017.
 - b. The "Termination Date" shall be June 30, 2018 or upon receipt of a Termination Notice.
 - c. The "Agreement Term" shall begin with the Commencement Date and shall end with the Termination Date.
 - d. The "Consulting Services Order" shall include the Services and the Consultant Services Fee.
2. **SERVICES.** The duties and tasks to be performed by CAPITOL PFG (the "Services") shall be outlined in the attached Consulting Services Order(s) – SEE EXHIBIT A. During the performance of such Services by CAPITOL PFG, the CLIENT will retain and exercise decision-making authority over the Services performed by CAPITOL PFG. The Services may include a development schedule and milestones. Under the terms of this Agreement, Capitol PFG and CLIENT may add additional Services as agreed upon. These additional Services shall be put in writing in a Consulting Services Order (Exhibits) and attached to this Agreement.
3. **PAYMENT.** CLIENT shall pay CAPITOL PFG based on the terms of the attached Consulting Services Order(s). The attached Consulting Services Order(s) includes a "Payment Schedule" that shall include invoicing terms of the Consulting Services.
4. **TERMINATION.** Either party may without cause terminate this Agreement by delivering to the other party written notice via U.S. Mail, facsimile, or personal delivery (but not by electronic mail transmission) expressing a desire to terminate this Agreement (a "Termination Notice"). Termination shall be effective thirty (30) days after receipt of a Termination Notice.
5. **ASSIGNMENT.** CAPITOL PFG shall not assign its rights and obligations under this Agreement.
6. **INDEMNITY.** The Parties agree that CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CLIENT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement.

Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CLIENT Indemnitees with the fullest protection possible under the law. CAPITOL PFG acknowledges that CLIENT would not enter into this Agreement in the absence of CAPITOL PFG's commitment to indemnify, defend and protect CLIENT as set forth herein.

To the fullest extent permitted by law, CAPITOL PFG shall indemnify, hold harmless and defend the CLIENT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CAPITOL PFG's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

CLIENT shall have the right to offset against the amount of any compensation due CAPITOL PFG under this Agreement any amount due CLIENT from CAPITOL PFG as a result of CAPITOL PFG's failure to pay CLIENT promptly any indemnification arising under this Article and related to CAPITOL PFG's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation

The obligations of CAPITOL PFG under this Article will not be limited by the provisions of any workers' compensation act or similar act. CAPITOL PFG expressly waives its statutory immunity under such statutes or laws as to CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers.

CAPITOL PFG agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. In the event CAPITOL PFG fails to obtain such indemnity obligations from others as required herein, CAPITOL PFG agrees to be fully responsible and indemnify, hold harmless and defend CLIENT and CLIENT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CAPITOL PFG's subcontractors or any other person or entity involved by, for, with or on behalf of CAPITOL PFG in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CLIENT's choice.

CLIENT does not, and shall not, waive any rights that it may possess against CAPITOL PFG because of the acceptance by CLIENT, or the deposit with CLIENT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CLIENT may have at law or in equity.

7. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CAPITOL PFG and all persons retained or employed by CAPITOL PFG are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CLIENT. CAPITOL PFG shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CAPITOL PFG and all persons retained or employed by CAPITOL PFG shall have no authority, express or implied, to bind CLIENT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CLIENT, whether by contract or otherwise, unless such authority is expressly conferred to CAPITOL PFG under this Agreement or is otherwise expressly conferred by CLIENT in writing.
8. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
9. ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CLIENT and CAPITOL PFG prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
10. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CLIENT without restriction or limitation upon their use or dissemination by CLIENT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CAPITOL PFG in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CLIENT, a perpetual license for CLIENT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CAPITOL PFG shall require all subcontractors and subconsultants working on behalf of CAPITOL PFG in the performance of this Agreement to agree in writing that

CLIENT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CAPITOL PFG in the performance of this Agreement.

11. CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CAPITOL PFG or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CAPITOL PFG without prior written consent by CLIENT. CLIENT shall grant such consent if disclosure is legally required. Upon request, all CLIENT data shall be returned to CLIENT upon the termination or expiration of this Agreement. CAPITOL PFG shall not use CLIENT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CLIENT.
12. SUBCONTRACTING: CAPITOL PFG shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CLIENT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
18. NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CAPITOL PFG:

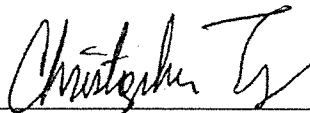
Capitol Public Finance Group, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661
Attn: Managing Partner, Operations
Phone: (916) 641-2734
Fax: (916) 921-2734

CLIENT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Assistant Superintendent of
Business Services
Phone: (530) 749-6115
Fax: (530) 742-0573

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

19. SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.



Christopher Terry
Capitol Public Finance Group, LLC

Date: 5/5/2017

Ryan DiGiulio
Assistant Superintendent, Business Services
Marysville Joint Unified School District

Date: _____

**EXHIBIT A –
CONSULTING SERVICES ORDER**

This Consulting Services Order (“CSO”) is an attachment to the Consulting Services Agreement made between the Marysville Joint Unified School District (“Client”) and Capitol Public Finance Group, LLC (“Capitol PFG”).

Development Mitigation Services

Capitol PFG shall review existing mitigation agreements, make recommendations on mitigation opportunities, coordinate with local land use agencies, assist in discussions and negotiations with developers, analyze mitigation amounts required and assist Client in other development mitigation efforts as needed and at the direction of Client staff.

Consulting Service Fee:

An hourly rate of \$195 plus reimbursement pre-approved of out-of-pocket expenses. The budget for Development Mitigation Services shall not exceed \$25,000.

Payment Schedule:

Cumulative fees and expenses for CSO No. 2017-1 will be invoiced on a monthly basis.

SERVICES AGREEMENT

This Agreement is entered into on June 27, 2017 by and between Marysville Joint Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in assisting school districts and county offices with compliance matters in general and has developed services specifically related to demonstrating compliance with the mandate block grant, and is willing and able to perform services desired by Client; and

WHEREAS, Client desires services and consulting related to compliance with the mandate block grant program and the mandate claim reimbursement process.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The period of this Agreement shall be July 1, 2017 through June 30. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Total compensation to Contractor shall be \$11,000, paid in quarterly installments of \$2,750 on the first day of each quarter for the contract period; July 1 through September 30; October 1 through December 31; January 1 through March 31; April 1 through June 30.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under section 3 above, including approved travel expenses, up to the termination date.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.

Business Services Department

Approval: [Signature]

Date: 6/15/17

6. Limitation on Liability; Indemnification.

- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- b. Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.

7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
916-557-9745
kevin@capitoladvisors.org

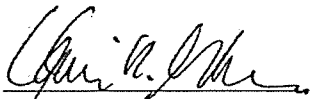
To Marysville Joint Unified School District:

Ryan DiGiulio, Assistant Superintendent, Business Services
1919 B Street
Marysville, CA 95901
530-749-6115
rdigiulio@mjusd.com

8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
11. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.

12. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin Gordon, President
Capitol Advisors Group, LLC

Date: _____

Ryan DiGiulio, Assistant Superintendent, Business Services
Marysville Joint Unified School District

Date: _____

EXHIBIT A
Description of Services

- Joseph Rombold, Compliance Services Manager, will lead and coordinate delivery of the following;
- Review Client application of California education code and regulations for all programs identified by the California Department of Education (CDE) as being included in the Mandate Block Grant (MBG) for the applicable fiscal year. Includes providing Client with comprehensive report regarding client's application of code and regulations for all MBG programs. Report shall include breakdown of statutory requirements, assessment of compliance and applicable supporting documentation for each program. Report to be provided in hard copy and electronic form.
- Advise, assist and prepare Client annual, late or amended mandated cost claims on programs outside the Mandate Block Grant for which the filing deadline falls within the agreement period.
- Advise, assist and prepare Client initial (test) mandated cost claims on programs outside the Mandate Block Grant for which the filing deadline falls within the agreement period.
- Advise and assist Client in establishing cost-tracking methodologies for initial (test) claims on programs outside the Mandate Block Grant, which were introduced within the agreement period but for which a filing deadline has not been established.
- Conduct Client visit(s) and interviews, in-district and remotely (phone/internet), for purposes of documenting and understanding client application of codes and regulations contained in the Mandate Block Grant, assess compliance, and identify and gather supporting documentation.
- Conduct Client visit(s) in order to provide training as necessary or as requested.
- Advise and assist District in the event of a California state agency inquiry and/or audit of any program contained within the Mandate Block Grant for the applicable Fiscal Year.
- Advise and assist District in the event of State Controller's Office inquiry and/or audit of any mandated cost claim(s) filed outside the Mandate Block Grant without respect to whether the claim(s) were filed with Contractor assistance or not.
- Advise and assist District in the amendment of any claim(s) filed with the State Controllers Office, for which the period to amend the claim remains open.
- Provide Client update(s) on relevant legislative issues and proposals related to pension and retirement costs. Report(s) will analyze recent CalSTRS and CalPERS decisions and previews forthcoming retirement issues that will impact school employers.
- Provide Client updates on relevant legislative issues and proposals related to the Mandate Block Grant Program and the Mandated Cost Claim filing program.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2016-17/24

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2017-18

WHEREAS, the California Department of Education, Child Development Services, has submitted the 2017-18 contract to the Marysville Joint Unified School District for approval to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contract and adopt the income and expenditure accounts budgeted for the 2017-18 school year.

INCOME:

CPKS-7114	12-6052-0- - -8590- -9218	\$ 5,000.00
TOTAL REVENUE		\$ 5,000.00

EXPENDITURES:

	12- -0- - -1000- -	
	12- -0- - -2000- -	
	12- -0- - -3000- -	
	12- -0- - -4000- -	
	12- -0- - -5000- -	
	12- -0- - -6000- -	
	12- -0- - -7000- -	
TOTAL EXPENDITURES		\$ 5,000.00

PASSED AND ADOPTED THIS ____ DAY OF June 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Jeff D. Boom
President - Board of Trustees

CONTRACT CHECKLIST

Please note that every form is required.

Contractor Name Marysville Joint Unified School District Contract # CPKS - 7114

Place a check mark next to each item being returned.

- ☒ Checklist
- ☒ Two (2) signed (in blue ink) child care contracts with original signatures
 - Did you include your printed name, title, and address?
 - Is all of the contract language legible?
- ☒ Two (2) signed Contractor Certification Clauses (CCC-04/2017)
 - Did you fill in ALL spaces including Federal ID Number?
- ☒ Two (2) signed California Civil Rights Laws Certifications (CO-005)
- ☒ Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2017**CONTRACT NUMBER:** CPKS-7114**PROGRAM TYPE:** PREKINDERGARTEN AND
FAMILY LITERACY PROG**PROJECT NUMBER:** 58-7273-00-7**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the PROGRAM REQUIREMENTS FOR THE PREKINDERGARTEN AND FAMILY LITERACY PROGRAM*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. The total amount payable pursuant to this Agreement shall not exceed \$5,000.00.

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2017.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent			
TITLE CONTRACT MANAGER		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-7273				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

492

CCC-04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2016-17/25

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2017-18

WHEREAS, the California Department of Education, Child Development Services, has submitted the 2017-18 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 contracts and adopt the income and expenditure accounts budgeted for the 2017-18 school year.

INCOME:

CSPP-7680	12-6105-0- - -8590- -9210	\$ 2,040,859.00
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CCTR-7313	12-5025-0- - -8290- -9201	\$ 55,926.00
	12-5025-0- - -8290- -9201	\$ 25,707.00
	12-6105-0- - -8590- -9212	\$ 111,555.00

TOTAL REVENUE	\$2,234,047.00
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EXPENDITURES:

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

TOTAL EXPENDITURES	\$2,234,047.00
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PASSED AND ADOPTED THIS ____ DAY OF June 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Jeff D. Boom
President - Board of Trustees

CONTRACT CHECKLIST

Please note that every form is required.

Contractor Name Marysville Joint Unified School District Contract # CSPP - 7680

Place a check mark next to each item being returned.

- ☒ Checklist
- ☒ Two (2) signed (in blue ink) child care contracts with original signatures
 - Did you include your printed name, title, and address?
 - Is all of the contract language legible?
- ☒ Two (2) signed Contractor Certification Clauses (CCC-04/2017)
 - Did you fill in ALL spaces including Federal ID Number?
- ☒ Two (2) signed California Civil Rights Laws Certifications (CO-005)
- ☒ Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

CONTRACT NUMBER: CSPP-7680

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 58-7273-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,040,859.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	50,454.0
Minimum Days of Operation (MDO) Requirement	175

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA**CONTRACTOR**

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

VALARIE BLISS,

PRINTED NAME AND TITLE OF PERSON SIGNING

Gay Todd, Superintendent

TITLE

CONTRACT MANAGER

ADDRESS

1919 B Street, Marysville, CA 95901

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 2,040,859

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

General

Department of General Services
use only

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$ 0

(OPTIONAL USE) 0656

23038-7273

ITEM 30.10.010.

6100-196-0001

CHAPTER

B/A

STATUTE

2017

FISCAL YEAR

2017-2018

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 2,040,859

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-6105 Rev-8590

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

491

CCC-04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

CONTRACT CHECKLIST

Please note that every form in your package is required.

Contractor Name Marysville Joint Unified School District Contract # CCTR - 7313

Place a check mark next to each item being returned.

- ☒ Checklist
- ☒ Two (2) signed (in blue ink) child care contracts with original signatures
 - Did you include your printed name, title, and address?
 - Is all of the contract language legible?
- ☒ Two (2) Encumbrance pages
 - This page is provided for funding information only and should remain unsigned by the agency.
- ☒ Two (2) signed Contractor Certification Clauses (CCC-04/2017)
 - Did you fill in ALL spaces including Federal ID Number?
- ☒ Two (2) signed California Civil Rights Laws Certifications (CO-005)
- ☒ Two (2) signed Federal Certifications (CO.8)
 - Did you fill in the place of performance?
- ☒ Board resolution or minutes authorizing execution of contract (if applicable)
- ☐ Board resolution or minutes, authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services California
Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

CONTRACT NUMBER: CCTR-7313

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.20 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$193,188.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	4,806.0
Minimum Days of Operation (MDO) Requirement	236

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent			
TITLE CONTRACT MANAGER		ADDRESS 1919 B Street, Marysville, CA 95901			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 193,188	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 193,188	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

1198

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-7313

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 55,926	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7273	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 55,926	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,707	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7273	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,707	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 111,555	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 111,555	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

CCC-04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

CO.8 (REV. 5/97)

FEDERAL CERTIFICATIONS

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1919 B Street, Marysville

Yuba County, CA

95901

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT (CONTRACTOR)	Marysville Joint Unified Sch	CONTRACT #	CCTR - 7313
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Gay Todd, Superintendend			
SIGNATURE		DATE	

Marysville Joint Unified School District

Board Policy

Transitional Kindergarten

BP 6170.1

Instruction

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation. (cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

The CDE's "Transitional Kindergarten FAQs" clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations.

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9. ***

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.
(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)
(cf. 5123 - Promotion/Acceleration/Retention)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48200 Compulsory education, starting at age six

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>
California Kindergarten Association: <http://www.ckanet.org>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>
Transitional Kindergarten California: <http://www.tkcalifornia.org>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: Marysville, California
(6/27/17 agendized for Board approval)

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
OPERATING ENGINEERS LOCAL UNION #3

The Marysville Joint Unified School District ("District") and the Operating Engineers Local Union #3 ("OE3") reached a tentative agreement on June 13, 2017, incorporating the following:

1. Local Control Funding Formula

- a. Pursuant to the Local Control Funding Formula (LCFF), school districts receive supplemental and concentration grants ("SCG") based upon the percentage of disadvantaged students in that district.
- b. Districts are required to show that this funding is used to increase and improve services for those disadvantaged students.
- c. In this District, the total percentage of disadvantaged students is 81.66%. As a result, a large amount of the District's increase in revenue for the 2016/2017 school year is a result of these grants.

2. Services for Disadvantaged Students

Pursuant to the LCFF, the parties acknowledge and agree that the following services are in place for the District's disadvantaged students for the 2016/2017 year, while agreeing to increase services beginning July 1, 2017.

3. For the 2016/2017 and 2017/18 School Years:

The parties agreed to a total compensation package that reflects a five point zero percent (5.0%) increase in 2016/2017. OE3 elects to take the 5.0% total compensation and apply it in the following ways:

a. Salary

Effective July 1, 2016, OE3 salary schedules shall be improved by two point seven eight percent (2.78%) percent, with an additional off-schedule payment of two point two two percent (2.22%). The total 5.0% will be paid as a retroactive-payment.

Employees shall receive a 2.78% raise on base for fiscal year 2016/2017, plus a possible 2.22% raise off base for a retroactive increase of 5%. Employees shall be paid at the new base rate for every hour worked and shall receive overtime in accordance with section 4.3 Overtime. An Employee will realize the full 5% raise by working their new schedule at their increase rate, in subsequent years.

Upon ratification, retroactive payments shall take place no later than June 30, 2017

b. **Contract Language**

Hours and Overtime:

Beginning 2017/2018, employees' annual workday calendars shall be adjusted up by two point two two percent (2.22%), increasing the number of workdays (example: two hundred one (201) days for all current 197-workday calendar titles within OE3). All employees represented by OE3 shall work an increased work year by 2.22%.

Safety Shoe Allowance:

Beginning July 1, 2017, Nutrition Assistants shall receive a one hundred dollars safety shoe allowance. The allowance shall be included with the first pay warrant. This amount may be reduced by half, if an employee begins his/her employment (hire date) after December 30 of each year. Nutrition Assistants will be required to comply with this safety requirement, as specified in policy.

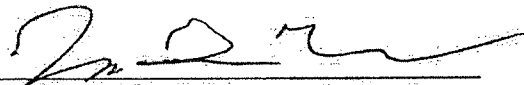
Duration of Agreement

The new term of the Agreement shall be in force through June 30, 2019, with traditional reopeners of salary and benefits, along with two (2) articles, during the 2017/2018 and 2018/2019 school years.

4. **Completion of Negotiations and Term**

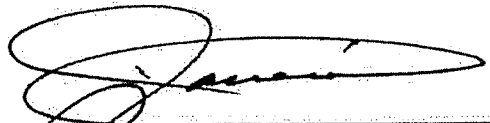
This Agreement shall fully resolve all negotiations through the 2016/2017 school year.

For OE3:


Joe Wildman, OE3 Business Rep

06/13/2017
Date

For The District:


Ramiro G. Carreón, Asst. Supt/Personnel

06/13/2017
Date

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Marysville Joint Unified School District
Name of Bargaining Unit: OE3
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)

The Governing Board will act upon this agreement on: June 27, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18	Year 3 Increase/(Decrease) 2018-19
1. Salary Schedule Including Step and Column	\$ 10,222,413	\$ 511,121		
		5.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,423,204	\$ 99,966	\$ -	
		4.13%	0.00%	0.00%
4. Health/Welfare Plans				
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 12,645,617	\$ 611,087	\$ -	\$ -
		4.83%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	309.48			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 40,861	\$ 1,975	\$ -	\$ -
		4.83%	0.00%	0.00%

Marysville Joint Unified School District
OE3

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The District agrees to a total compensation package that reflects a two point seven eight percent (2.78%) increase to the salary schedule effective as of July 1, 2016, with an additional off-schedule payment of two point two-two percent (2.22%) contingent on additional hours worked. Employees shall receive a 2.78% raise on base for FY 2016-17, plus a possible 2.22% raise off base for a retroactive increase of 5%.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

OE3 elects to receive a 2.78% raise on base for FY 2016-17, plus a possible 2.22% raise off-schedule for a retroactive increase of 5%.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$901.80 per month for each eligible OE3 member for Health and Welfare benefits.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

n/a

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions.

Marysville Joint Unified School District
OE3

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

n/a

F. Source of Funding for Proposed Agreement:

1. Current Year

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

n/a

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 89,987,834		\$ -	\$ 89,987,834
Federal Revenue 8100-8299	\$ 9,398		\$ -	\$ 9,398
Other State Revenue 8300-8599	\$ 3,563,087		\$ -	\$ 3,563,087
Other Local Revenue 8600-8799	\$ 1,445,466		\$ -	\$ 1,445,466
TOTAL REVENUES	\$ 95,005,785		\$ -	\$ 95,005,785
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 33,741,183	\$ -		\$ 33,741,183
Classified Salaries 2000-2999	\$ 11,413,044	\$ 381,174		\$ 11,794,217
Employee Benefits 3000-3999	\$ 15,820,706	\$ 67,300		\$ 15,888,006
Books and Supplies 4000-4999	\$ 6,205,395		\$ -	\$ 6,205,395
Services, Other Operating Expenses 5000-5999	\$ 8,590,235		\$ -	\$ 8,590,235
Capital Outlay 6000-6999	\$ 7,750,693		\$ -	\$ 7,750,693
Other Outgo 7100-7299 7400-7499	\$ 1,835,937		\$ -	\$ 1,835,937
Indirect/Direct Support Costs 7300-7399	\$ (1,657,063)		\$ -	\$ (1,657,063)
TOTAL EXPENDITURES	\$ 83,700,129	\$ 448,474	\$ -	\$ 84,148,603
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 80,659	\$ -	\$ -	\$ 80,659
Contributions 8980-8999	\$ (11,581,244)	\$ (77,395)	\$ -	\$ (11,658,639)
OPERATING SURPLUS (DEFICIT)*	\$ (356,248)	\$ (525,869)	\$ -	\$ (882,116)
BEGINNING FUND BALANCE 9791	\$ 19,857,170			\$ 19,857,170
Prior-Year Adjustments/Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 19,500,923	\$ (525,869)	\$ -	\$ 18,975,054
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 241,565	\$ -	\$ -	\$ 241,565
Restricted Amounts 9740				
Committed Amounts 9750-9760		\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ -	\$ -	\$ 196,010
Reserve for Economic Uncertainties 9789	\$ 3,439,000	\$ 14,278	\$ -	\$ 3,453,278
Unassigned/Unappropriated Amount 9790	\$ 15,624,347	\$ (540,146)	\$ -	\$ 15,084,201

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

OE3

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099			\$ -	\$ -
Federal Revenue	8100-8299	\$ 7,477,999		\$ -	\$ 7,477,999
Other State Revenue	8300-8599	\$ 6,344,198		\$ -	\$ 6,344,198
Other Local Revenue	8600-8799	\$ 3,763,417		\$ -	\$ 3,763,417
TOTAL REVENUES		\$ 17,585,614		\$ -	\$ 17,585,614
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 6,995,772	\$ -	\$ -	\$ 6,995,772
Classified Salaries	2000-2999	\$ 4,853,547	\$ 61,848	\$ -	\$ 4,915,395
Employee Benefits	3000-3999	\$ 7,157,756	\$ 15,547	\$ -	\$ 7,173,303
Books and Supplies	4000-4999	\$ 4,086,707		\$ -	\$ 4,086,707
Services, Other Operating Expenses	5000-5999	\$ 3,229,292		\$ -	\$ 3,229,292
Capital Outlay	6000-6999	\$ 831,831		\$ -	\$ 831,831
Other Outgo	7100-7299 7400-7499	\$ 2,291,617		\$ -	\$ 2,291,617
Indirect/Direct Support Costs	7300-7399	\$ 567,486		\$ -	\$ 567,486
TOTAL EXPENDITURES		\$ 30,014,009	\$ 77,395	\$ -	\$ 30,091,404
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 820,000	\$ -	\$ -	\$ 820,000
Contributions	8980-8999	\$ 11,581,244	\$ 77,395	\$ -	\$ 11,658,639
OPERATING SURPLUS (DEFICIT)*		\$ (1,667,151)	\$ (0)	\$ -	\$ (1,667,151)
BEGINNING FUND BALANCE					
	9791	\$ 3,715,005			\$ 3,715,005
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 2,047,855	\$ (0)	\$ -	\$ 2,047,855
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 2,047,855		\$ -	\$ 2,047,855
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (0)	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

OE3

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 89,987,834		\$ -	\$ 89,987,834
Federal Revenue	8100-8299	\$ 7,487,397		\$ -	\$ 7,487,397
Other State Revenue	8300-8599	\$ 9,907,285		\$ -	\$ 9,907,285
Other Local Revenue	8600-8799	\$ 5,208,883		\$ -	\$ 5,208,883
TOTAL REVENUES		\$ 112,591,399		\$ -	\$ 112,591,399
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 40,736,955	\$ -	\$ -	\$ 40,736,955
Classified Salaries	2000-2999	\$ 16,266,591	\$ 443,022	\$ -	\$ 16,709,612
Employee Benefits	3000-3999	\$ 22,978,462	\$ 82,847	\$ -	\$ 23,061,309
Books and Supplies	4000-4999	\$ 10,292,102		\$ -	\$ 10,292,102
Services, Other Operating Expenses	5000-5999	\$ 11,819,527		\$ -	\$ 11,819,527
Capital Outlay	6000-6999	\$ 8,582,524		\$ -	\$ 8,582,524
Other Outgo	7100-7299 7400-7499	\$ 4,127,554		\$ -	\$ 4,127,554
Indirect/Direct Support Costs	7300-7399	\$ (1,089,577)		\$ -	\$ (1,089,577)
TOTAL EXPENDITURES		\$ 113,714,139	\$ 525,869	\$ -	\$ 114,240,007
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 900,659	\$ -	\$ -	\$ 900,659
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (2,023,398)	\$ (525,869)	\$ -	\$ (2,549,267)
BEGINNING FUND BALANCE					
	9791	\$ 23,572,176			\$ 23,572,176
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 21,548,777	\$ (525,869)	\$ -	\$ 21,022,909
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 241,565	\$ -	\$ -	\$ 241,565
Restricted Amounts	9740	\$ 2,047,855	\$ -	\$ -	\$ 2,047,855
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 196,010	\$ -	\$ -	\$ 196,010
Reserve for Economic Uncertainties	9789	\$ 3,439,000	\$ 14,278	\$ -	\$ 3,453,278
Unassigned/Unappropriated Amount	9790	\$ 15,624,347	\$ (540,146)	\$ -	\$ 15,084,201

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

OE3

		Column 1	Column 2	Column 3	Column 4
Object Code			Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 80,154		\$ -	\$ 80,154
Other State Revenue 8300-8599	\$ 2,297,700		\$ -	\$ 2,297,700
Other Local Revenue 8600-8799	\$ 6,084		\$ -	\$ 6,084
TOTAL REVENUES	\$ 2,383,938		\$ -	\$ 2,383,938
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 695,705	\$ -	\$ -	\$ 695,705
Classified Salaries 2000-2999	\$ 588,557	\$ 3,988	\$ -	\$ 592,545
Employee Benefits 3000-3999	\$ 449,259	\$ 1,002	\$ -	\$ 450,261
Books and Supplies 4000-4999	\$ 416,976		\$ -	\$ 416,976
Services, Other Operating Expenses 5000-5999	\$ 95,404		\$ -	\$ 95,404
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ 141,086		\$ -	\$ 141,086
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 2,386,987	\$ 4,990	\$ -	\$ 2,391,978
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (3,049)	\$ (4,990)	\$ -	\$ (8,039)
BEGINNING FUND BALANCE 9791	\$ 223,794			\$ 223,794
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 220,745	\$ (4,990)	\$ -	\$ 215,755
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719		\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,865	\$ (4,990)	\$ -	\$ 189,875
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 25,880	\$ -	\$ -	\$ 25,880
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (0)	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

OE3

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 6,496,395		\$ -	\$ 6,496,395
Other State Revenue	8300-8599	\$ 513,250		\$ -	\$ 513,250
Other Local Revenue	8600-8799	\$ 135,008		\$ -	\$ 135,008
TOTAL REVENUES		\$ 7,144,653		\$ -	\$ 7,144,653
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 2,271,219	\$ 64,110	\$ -	\$ 2,335,330
Employee Benefits	3000-3999	\$ 1,097,380	\$ 16,117	\$ -	\$ 1,113,497
Books and Supplies	4000-4999	\$ 3,063,691		\$ -	\$ 3,063,691
Services, Other Operating Expenses	5000-5999	\$ 181,903		\$ -	\$ 181,903
Capital Outlay	6000-6999	\$ 81,200		\$ -	\$ 81,200
Other Outgo	7100-7299	\$ -		\$ -	\$ -
	7400-7499				
Indirect/Direct Support Costs	7300-7399	\$ 325,403		\$ -	\$ 325,403
TOTAL EXPENDITURES		\$ 7,020,798	\$ 80,227	\$ -	\$ 7,101,025
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 18,895	\$ -	\$ -	\$ 18,895
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 142,750	\$ (80,227)	\$ -	\$ 62,523
BEGINNING FUND BALANCE					
	9791	\$ 1,362,874			\$ 1,362,874
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 1,505,625	\$ (80,227)	\$ -	\$ 1,425,397
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 1,505,624	\$ (80,227)	\$ -	\$ 1,425,397
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 1	\$ (0)	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

OE3

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

OE3

Object Code			
	2016-17 Total Revised Budget After Settlement	2017-18 First Subsequent Year After Settlement	2018-19 Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 89,987,834	\$ 92,272,453	\$ 96,258,442
Federal Revenue 8100-8299	\$ 9,398	\$ 1,000	\$ 1,000
Other State Revenue 8300-8599	\$ 3,563,087	\$ 559,200	\$ 71,855
Other Local Revenue 8600-8799	\$ 1,445,466	\$ 555,537	\$ 481,018
TOTAL REVENUES	\$ 95,005,785	\$ 93,388,190	\$ 96,812,315
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 33,741,183	\$ 34,416,007	\$ 35,104,327
Classified Salaries 2000-2999	\$ 11,794,217	\$ 12,030,102	\$ 12,270,704
Employee Benefits 3000-3999	\$ 15,888,006	\$ 15,951,178	\$ 16,270,201
Books and Supplies 4000-4999	\$ 6,205,395	\$ 3,824,457	\$ 3,900,946
Services, Other Operating Expenses 5000-5999	\$ 8,590,235	\$ 8,529,890	\$ 8,700,488
Capital Outlay 6000-6999	\$ 7,750,693	\$ 246,000	\$ 246,000
Other Outgo 7100-7299	\$ 1,835,937	\$ 1,838,212	\$ 1,838,212
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (1,657,063)	\$ (1,657,063)	\$ (1,657,063)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 84,148,603	\$ 75,178,783	\$ 76,673,815
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 80,659	\$ -	\$ -
Contributions 8980-8999	\$ (11,658,639)	\$ (14,112,712)	\$ (14,723,246)
OPERATING SURPLUS (DEFICIT)*	\$ (882,116)	\$ 4,096,695	\$ 5,415,254
BEGINNING FUND BALANCE 9791	\$ 19,857,170	\$ 18,975,054	\$ 23,071,749
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 18,975,054	\$ 23,071,749	\$ 28,487,004
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 241,565	\$ 229,905	\$ 229,905
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ 1,252,882	\$ 2,834,176
Reserve for Economic Uncertainties 9789	\$ 3,453,278	\$ 3,173,499	\$ 3,234,326
Unassigned/Unappropriated Amount 9790	\$ 15,084,201	\$ 18,415,463	\$ 22,188,597

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

OE3

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -		\$ -
Federal Revenue 8100-8299	\$ 7,477,999	\$ 6,350,405	\$ 6,324,290
Other State Revenue 8300-8599	\$ 6,344,198	\$ 5,910,064	\$ 5,910,064
Other Local Revenue 8600-8799	\$ 3,763,417	\$ 3,100,321	\$ 3,025,802
TOTAL REVENUES	\$ 17,585,614	\$ 15,360,790	\$ 15,260,156
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 6,995,772	\$ 7,135,687	\$ 7,278,401
Classified Salaries 2000-2999	\$ 4,915,395	\$ 5,013,703	\$ 5,113,977
Employee Benefits 3000-3999	\$ 7,173,303	\$ 7,199,632	\$ 7,343,625
Books and Supplies 4000-4999	\$ 4,086,707	\$ 2,796,583	\$ 2,852,515
Services, Other Operating Expenses 5000-5999	\$ 3,229,292	\$ 2,507,418	\$ 2,557,566
Capital Outlay 6000-6999	\$ 831,831	\$ 298,094	\$ 298,094
Other Outgo 7100-7299 7400-7499	\$ 2,291,617	\$ 2,291,617	\$ 2,291,617
Indirect/Direct Support Costs 7300-7399	\$ 567,486	\$ 568,766	\$ 568,766
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 30,091,404	\$ 27,811,500	\$ 28,304,561
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	
Transfers Out and Other Uses 7600-7699	\$ 820,000	\$ 820,000	\$ 820,000
Contributions 8980-8999	\$ 11,658,639	\$ 14,112,712	\$ 14,723,246
OPERATING SURPLUS (DEFICIT)*	\$ (1,667,151)	\$ 842,002	\$ 858,841
BEGINNING FUND BALANCE 9791	\$ 3,715,005	\$ 2,047,855	\$ 2,889,856
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 2,047,855	\$ 2,889,856	\$ 3,748,697
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -		
Restricted Amounts 9740	\$ 2,047,855	\$ 2,889,856	\$ 3,748,697
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

OE3

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 89,987,834	\$ 92,272,453	\$ 96,258,442
Federal Revenue 8100-8299	\$ 7,487,397	\$ 6,351,405	\$ 6,325,290
Other State Revenue 8300-8599	\$ 9,907,285	\$ 6,469,264	\$ 5,981,919
Other Local Revenue 8600-8799	\$ 5,208,883	\$ 3,655,858	\$ 3,506,820
TOTAL REVENUES	\$ 112,591,399	\$ 108,748,980	\$ 112,072,471
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 40,736,955	\$ 41,551,694	\$ 42,382,728
Classified Salaries 2000-2999	\$ 16,709,612	\$ 17,043,805	\$ 17,384,681
Employee Benefits 3000-3999	\$ 23,061,309	\$ 23,150,810	\$ 23,613,826
Books and Supplies 4000-4999	\$ 10,292,102	\$ 6,621,040	\$ 6,753,461
Services, Other Operating Expenses 5000-5999	\$ 11,819,527	\$ 11,037,308	\$ 11,258,054
Capital Outlay 6000-6999	\$ 8,582,524	\$ 544,094	\$ 544,094
Other Outgo 7100-7299 7400-7499	\$ 4,127,554	\$ 4,129,829	\$ 4,129,829
Indirect/Direct Support Costs 7300-7399	\$ (1,089,577)	\$ (1,088,297)	\$ (1,088,297)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 114,240,007	\$ 102,990,283	\$ 104,978,376
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 900,659	\$ 820,000	\$ 820,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,549,267)	\$ 4,938,697	\$ 6,274,095
BEGINNING FUND BALANCE 9791	\$ 23,572,176	\$ 21,022,909	\$ 25,961,606
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 21,022,909	\$ 25,961,606	\$ 32,235,701
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 241,565	\$ 229,905	\$ 229,905
Restricted Amounts 9740	\$ 2,047,855	\$ 2,889,856	\$ 3,748,697
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ 1,252,882	\$ 2,834,176
Reserve for Economic Uncertainties 9789	\$ 3,453,278	\$ 3,173,499	\$ 3,234,326
Unassigned/Unappropriated Amount 9790	\$ 15,084,201	\$ 18,415,464	\$ 22,188,597

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**1. State Reserve Standard**

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 115,140,666	\$ 103,810,283	\$ 105,798,376
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 115,140,666	\$ 103,810,283	\$ 105,798,376
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 3,454,220	\$ 3,114,308	\$ 3,173,951

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 3,453,278	\$ 3,173,499	\$ 3,234,326
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 15,084,201	\$ 18,415,463	\$ 22,188,597
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 18,537,479	\$ 21,588,962	\$ 25,422,923
f.	Reserve for Economic Uncertainties Percentage	16.10%	20.80%	24.03%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐**4. If no, how do you plan to restore your reserves?**

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 611,087
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (525,869)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (4,990)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (80,227)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (611,087)

Variance \$ 0

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (2,023,398)	(1.8%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (2,549,267)	(2.2%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 4,938,697	4.8%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 6,274,095	5.9%	

Deficit Reduction Plan (as necessary):

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

OE3

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	9,233.00	9,858.00	10,011.00	10,444.00
b. Amount Change from Prior Year Funding per ADA		625.00	153.00	433.00
c. Percentage Change from Prior Year Funding per ADA		6.77%	1.55%	4.33%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		611,086.67	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		4.83%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

530

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2016 to June 30, 2017.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	611,087
\$	(611,087)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

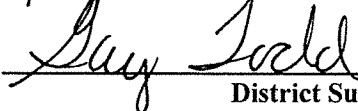
If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify




District Superintendent

(Signature)

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official

(Signature)

6/19/17

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Marysville Joint Unified School District

OE3

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Concerns regarding affordability of agreement in subsequent years (if any):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Marysville Joint Unified School District

District Name

District Superintendent
(Signature)

Date

Ryan DiGiulio

Contact Person

530-749-6114

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 27, 2017, took action to approve the proposed agreement with the OE3 Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Los Angeles County Office of Education
Division of Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Marysville Joint Unified School District - MCAA Charter School
Name of Bargaining Unit: OE3
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)
The Governing Board will act upon this agreement on: June 27, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18	Year 3 Increase/(Decrease) 2018-19
All Funds - Combined	Annual Cost Prior to Proposed Settlement			
1. Salary Schedule Including Step and Column	\$ 135,041	\$ 6,752		
		5.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 32,828	\$ 1,697		
		5.17%	0.00%	0.00%
4. Health/Welfare Plans				
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 167,869	\$ 8,449	\$ -	\$ -
		5.03%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	3.00			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 55,956	\$ 2,816	\$ -	\$ -
		5.03%	0.00%	0.00%

Marysville Joint Unified School District - MCAA Charter School
OE3

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The District agrees to a total compensation package that reflects a two point seven eight percent (2.78%) increase to the salary schedule effective as of July 1, 2016, with an additional off-schedule payment of two point two-two percent (2.22%) contingent on additional hours worked. Employees shall receive a 2.78% raise on base for FY 2016-17, plus a possible 2.22% raise off base for a retroactive increase of 5%.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

n/a

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

OE3 elects to receive a 2.78% raise on base for FY 2016-17, plus a possible 2.22% raise off-schedule for a retroactive increase of 5%.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$901.80 per month for each eligible OE3 member for Health and Welfare benefits.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

n/a

F. Source of Funding for Proposed Agreement:

1. Current Year

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

OE3

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 3,054,832		\$ -	\$ 3,054,832
Federal Revenue	8100-8299	\$ 570		\$ -	\$ 570
Other State Revenue	8300-8599	\$ 144,096		\$ -	\$ 144,096
Other Local Revenue	8600-8799	\$ 9,945		\$ -	\$ 9,945
TOTAL REVENUES		\$ 3,209,443		\$ -	\$ 3,209,443
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 1,543,491	\$ 6,752		\$ 1,550,243
Classified Salaries	2000-2999	\$ 147,429			\$ 147,429
Employee Benefits	3000-3999	\$ 559,156	\$ 1,697		\$ 560,853
Books and Supplies	4000-4999	\$ 195,835		\$ -	\$ 195,835
Services, Other Operating Expenses	5000-5999	\$ 225,321		\$ -	\$ 225,321
Capital Outlay	6000-6999	\$ 220,622		\$ -	\$ 220,622
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 617,643		\$ -	\$ 617,643
TOTAL EXPENDITURES		\$ 3,509,497	\$ 8,449	\$ -	\$ 3,517,946
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (300,054)	\$ (8,449)	\$ -	\$ (308,503)
BEGINNING FUND BALANCE					
	9791	\$ 574,471			\$ 574,471
Prior-Year Adjustments/Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 274,417	\$ (8,449)	\$ -	\$ 265,968
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740				
Committed Amounts	9750-9760		\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 151,731	\$ 254	\$ -	\$ 151,985
Unassigned/Unappropriated Amount	9790	\$ 122,686	\$ (8,703)	\$ -	\$ 113,983

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 193,623		\$ -	\$ 193,623
Other Local Revenue 8600-8799	\$ 27,337		\$ -	\$ 27,337
TOTAL REVENUES	\$ 220,960		\$ -	\$ 220,960
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 6,033	\$ -	\$ -	\$ 6,033
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ 103,826	\$ -	\$ -	\$ 103,826
Books and Supplies 4000-4999	\$ 44,195		\$ -	\$ 44,195
Services, Other Operating Expenses 5000-5999	\$ 124,291		\$ -	\$ 124,291
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 5,444		\$ -	\$ 5,444
TOTAL EXPENDITURES	\$ 283,789	\$ -	\$ -	\$ 283,789
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (62,829)	\$ -	\$ -	\$ (62,829)
BEGINNING FUND BALANCE 9791	\$ 257,043			\$ 257,043
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 194,214	\$ -	\$ -	\$ 194,214
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,214	\$ -	\$ -	\$ 194,214
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 3,054,832		\$ -	\$ 3,054,832
Federal Revenue 8100-8299	\$ 570		\$ -	\$ 570
Other State Revenue 8300-8599	\$ 337,719		\$ -	\$ 337,719
Other Local Revenue 8600-8799	\$ 37,282		\$ -	\$ 37,282
TOTAL REVENUES	\$ 3,430,403		\$ -	\$ 3,430,403
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,549,524	\$ 6,752	\$ -	\$ 1,556,276
Classified Salaries 2000-2999	\$ 147,429	\$ -	\$ -	\$ 147,429
Employee Benefits 3000-3999	\$ 662,982	\$ 1,697	\$ -	\$ 664,679
Books and Supplies 4000-4999	\$ 240,030		\$ -	\$ 240,030
Services, Other Operating Expenses 5000-5999	\$ 349,612		\$ -	\$ 349,612
Capital Outlay 6000-6999	\$ 220,622		\$ -	\$ 220,622
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 623,087		\$ -	\$ 623,087
TOTAL EXPENDITURES	\$ 3,793,286	\$ 8,449	\$ -	\$ 3,801,735
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (362,883)	\$ (8,449)	\$ -	\$ (371,332)
BEGINNING FUND BALANCE 9791	\$ 831,514			\$ 831,514
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 468,631	\$ (8,449)	\$ -	\$ 460,182
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,214	\$ -	\$ -	\$ 194,214
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 151,731	\$ 254	\$ -	\$ 151,985
Unassigned/Unappropriated Amount 9790	\$ 122,686	\$ (8,703)	\$ -	\$ 113,983

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of _____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Division of Business Advisory Services

Revised 9/8/15

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

OE3

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Division of Business Advisory Services

Revised 9/8/15

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

OE3

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299			\$ -	\$ -
Other State Revenue 8300-8599			\$ -	\$ -
Other Local Revenues 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
 Bargaining Unit: **OE3**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School
OE3

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

OE3

Object Code	2016-17		2017-18		2018-19	
	Total Revised Budget After Settlement		First Subsequent Year After Settlement		Second Subsequent Year After Settlement	
REVENUES						
LCFF Revenue 8010-8099	\$ 3,054,832		\$ 3,320,346		\$ 3,442,611	
Federal Revenue 8100-8299	\$ 570		\$ -		\$ -	
Other State Revenue 8300-8599	\$ 144,096		\$ 63,500		\$ 63,500	
Other Local Revenue 8600-8799	\$ 9,945		\$ -		\$ -	
TOTAL REVENUES	\$ 3,209,443		\$ 3,383,846		\$ 3,506,111	
EXPENDITURES						
Certificated Salaries 1000-1999	\$ 1,550,243		\$ 1,581,248		\$ 1,612,873	
Classified Salaries 2000-2999	\$ 147,429		\$ 153,435		\$ 156,504	
Employee Benefits 3000-3999	\$ 560,853		\$ 666,959		\$ 690,303	
Books and Supplies 4000-4999	\$ 195,835		\$ 199,752		\$ 203,747	
Services, Other Operating Expenses 5000-5999	\$ 225,321		\$ 229,827		\$ 234,424	
Capital Outlay 6000-6999	\$ 220,622		\$ -		\$ -	
Other Outgo 7100-7299 7400-7499	\$ -		\$ -		\$ -	
Indirect/Direct Support Costs 7300-7399	\$ 617,643		\$ -		\$ -	
Other Adjustments					\$ -	
TOTAL EXPENDITURES	\$ 3,517,946		\$ 2,831,221		\$ 2,897,850	
OTHER FINANCING SOURCES/USES						
Transfers In and Other Sources 8900-8979	\$ -		\$ -		\$ -	
Transfers Out and Other Uses 7600-7699	\$ -				\$ -	
Contributions 8980-8999	\$ -		\$ -		\$ -	
OPERATING SURPLUS (DEFICIT)*	\$ (308,503)		\$ 552,625		\$ 608,261	
BEGINNING FUND BALANCE 9791	\$ 574,471		\$ 265,968		\$ 818,593	
Prior-Year Adjustments/Restatements 9793/9795	\$ -					
ENDING FUND BALANCE	\$ 265,968		\$ 818,593		\$ 1,426,855	
COMPONENTS OF ENDING BALANCE:						
Nonspendable Amounts 9711-9719	\$ -		\$ 241,565		\$ 241,565	
Restricted Amounts 9740						
Committed Amounts 9750-9760	\$ -		\$ -		\$ -	
Assigned Amounts 9780	\$ -					
Reserve for Economic Uncertainties 9789	\$ 151,985		\$ 112,115		\$ 114,711	
Unassigned/Unappropriated Amount 9790	\$ 113,983		\$ 464,913		\$ 1,070,579	

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

OE3

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 193,623	\$ 193,623	\$ 193,623
Other Local Revenue 8600-8799	\$ 27,337	\$ -	\$ -
TOTAL REVENUES	\$ 220,960	\$ 193,623	\$ 193,623
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 6,033	\$ 6,154	\$ 6,277
Classified Salaries 2000-2999	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ 103,826	\$ 105,903	\$ 105,903
Books and Supplies 4000-4999	\$ 44,195	\$ 45,079	\$ 45,980
Services, Other Operating Expenses 5000-5999	\$ 124,291	\$ 126,777	\$ 126,777
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	
Indirect/Dirrect Support Costs 7300-7399	\$ 5,444	\$ 5,444	\$ 5,444
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 283,789	\$ 289,356	\$ 290,381
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (62,829)	\$ (95,733)	\$ (96,758)
BEGINNING FUND BALANCE 9791	\$ 257,043	\$ 194,214	\$ 98,481
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 194,214	\$ 98,481	\$ 1,724
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,214	\$ 98,481	\$ 1,724
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

OE3

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 3,054,832	\$ 3,320,346	\$ 3,442,611
Federal Revenue 8100-8299	\$ 570	\$ -	\$ -
Other State Revenue 8300-8599	\$ 337,719	\$ 257,123	\$ 257,123
Other Local Revenue 8600-8799	\$ 37,282	\$ -	\$ -
TOTAL REVENUES	\$ 3,430,403	\$ 3,577,469	\$ 3,699,734
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 1,556,276	\$ 1,587,402	\$ 1,619,150
Classified Salaries 2000-2999	\$ 147,429	\$ 153,435	\$ 156,504
Employee Benefits 3000-3999	\$ 664,679	\$ 772,862	\$ 796,205
Books and Supplies 4000-4999	\$ 240,030	\$ 244,831	\$ 249,727
Services, Other Operating Expenses 5000-5999	\$ 349,612	\$ 356,604	\$ 361,201
Capital Outlay 6000-6999	\$ 220,622	\$ -	\$ -
Other Outgo 7100-7299	\$ -	\$ -	\$ -
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ 623,087	\$ 5,444	\$ 5,444
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,801,735	\$ 3,120,577	\$ 3,188,230
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (371,332)	\$ 456,892	\$ 511,504
BEGINNING FUND BALANCE 9791	\$ 831,514	\$ 460,182	\$ 917,075
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 460,182	\$ 917,075	\$ 1,428,578
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ 241,565	\$ 241,565
Restricted Amounts 9740	\$ 194,214	\$ 98,481	\$ 1,724
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 151,985	\$ 112,115	\$ 114,711
Unassigned/Unappropriated Amount 9790	\$ 113,983	\$ 464,914	\$ 1,070,578

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Los Angeles County Office of Education
Division of Business Advisory Services

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 3,801,735	\$ 3,120,577	\$ 3,188,230
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 3,801,735	\$ 3,120,577	\$ 3,188,230
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 114,052	\$ 93,617	\$ 95,647

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 151,985	\$ 112,115	\$ 114,711
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 113,983	\$ 464,913	\$ 1,070,579
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 265,968	\$ 577,028	\$ 1,185,290
f.	Reserve for Economic Uncertainties Percentage	7.00%	18.49%	37.18%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 8,449
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (8,449)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (8,449)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (362,883)	(9.6%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (371,332)	(9.8%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 456,892	14.6%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 511,504	16.0%	

Deficit Reduction Plan (as necessary):

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

OE3

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	8,261.00	8,692.00	8,801.00	9,126.00
b. Amount Change from Prior Year Funding per ADA		431.00	109.00	325.00
c. Percentage Change from Prior Year Funding per ADA		5.22%	1.25%	3.69%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)	8,449.06	-	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)	5.03%	0.00%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)	Within	-	-	-

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K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School - MCAA District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2016 to June 30, 2017.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	8,449
\$	(8,449)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify

Ray Seidel
District Superintendent

(Signature)

Date

☒ I hereby certify ☐ I am unable to certify

Re
Chief Business Official

(Signature)

6/19/17
Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Marysville Joint Unified School District - MCAA Charter School

OE3

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Concerns regarding affordability of agreement in subsequent years (if any):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Marysville Joint Unified School District

District Name

District Superintendent
(Signature)

Date

Ryan DiGiulio

Contact Person

530-749-6114

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 27, 2017, took action to approve the proposed agreement with the OE3 Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES

The Marysville Joint Unified School District ("District") and the Association of Management and Confidential Employees ("AMACE") reached a tentative agreement on June 6, 2017, incorporating the following:

1. Local Control Funding Formula

- a. Pursuant to the Local Control Funding Formula (LCFF), school districts receive supplemental and concentration grants ("SCG") based upon the percentage of disadvantaged students in that district.
- b. Districts are required to show that this funding is used to increase and improve services for those disadvantaged students.
- c. In this District, the total percentage of disadvantaged students is 81.66%. As a result, a large amount of the District's increase in revenue for the 2016/2017 school year is a result of these grants.

2. Services for Disadvantaged Students

Pursuant to the LCFF, the parties acknowledge and agree that the following services are in place for the District's disadvantaged students for the 2016/2017 year, while agreeing to increase services beginning July 1, 2017.

3. For the 2016/2017 and 2017/18 School Years:

The parties agreed to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule. AMACE elects to take the 5.0% total compensation and apply it in the following way(s):

Salary:

The 5.0% will be applied to the salary schedule. All salary schedules for classifications and job titles within AMACE shall have their ranges increased by 5.0% retroactive to July 1, 2016. The retroactive payments are scheduled for July 10, 2017.

Hours and Overtime:

Beginning 2017/2018, employees' annual workday calendars shall be adjusted up by two point two two percent (2.22%), increasing the number of workdays for all classifications and titles within AMACE.

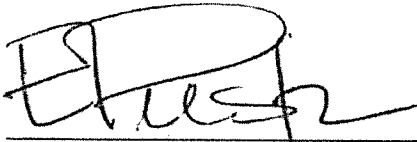
Duration of Agreement:

The new term of the Agreement shall be in force through July 1, 2017 through June 30, 2020, with traditional reopeners of salary and benefits, along with two (2) articles for each of the following school years, 2017/18, 2018/19 and 2019/20.

4. Completion of Negotiations and Term

This Agreement shall fully resolve all negotiations through the 2016/2017 school year.

For AMACE:

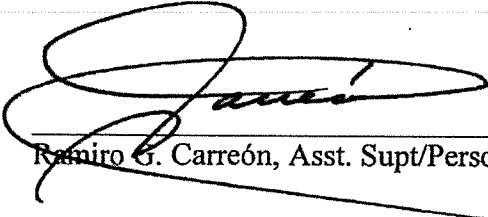


Eric Preston, President

6/15/17

Date

For The District:



Ramiro G. Carreón, Asst. Supt/Personnel

06/19/2017

Date

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Marysville Joint Unified School District
Name of Bargaining Unit: AMACE
Certificated, Classified, Other: Certificated & Classified

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)

The Governing Board will act upon this agreement on: June 27, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined			Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
			Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18
1.	Salary Schedule Including Step and Column	\$ 6,922,967	\$ 346,148		
			5.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
	Description of Other Compensation				
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 753,360	\$ 66,259	\$ -	
			8.80%	0.00%	0.00%
4.	Health/Welfare Plans				
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 7,676,327	\$ 412,407	\$ -	\$ -
			5.37%	0.00%	0.00%
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	63.10			
7.	Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 121,653	\$ 6,536	\$ -	\$ -
			5.37%	0.00%	0.00%

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Marysville Joint Unified School District
AMACE

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The District agrees to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule effective as of July 1, 2016.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

AMACE elects to take the 5.0% total compensation effective July 1, 2016, AMACE salary schedule shall be improved by five point zero percent (5.0%).

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒

No ☐

If yes, please describe the cap amount.

District pays \$894.42 per month for each AMACE member for Health and Welfare benefits.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

n/a

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions.

Marysville Joint Unified School District
AMACE

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

n/a

F. Source of Funding for Proposed Agreement:

1. Current Year

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

n/a

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

AMACE

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 89,987,834		\$ -	\$ 89,987,834
Federal Revenue	8100-8299	\$ 9,398		\$ -	\$ 9,398
Other State Revenue	8300-8599	\$ 3,563,087		\$ -	\$ 3,563,087
Other Local Revenue	8600-8799	\$ 1,445,466		\$ -	\$ 1,445,466
TOTAL REVENUES		\$ 95,005,785		\$ -	\$ 95,005,785
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 33,741,183	\$ 178,644		\$ 33,919,827
Classified Salaries	2000-2999	\$ 11,413,044	\$ 53,906		\$ 11,466,950
Employee Benefits	3000-3999	\$ 15,820,706	\$ 45,046		\$ 15,865,751
Books and Supplies	4000-4999	\$ 6,205,395		\$ -	\$ 6,205,395
Services, Other Operating Expenses	5000-5999	\$ 8,590,235		\$ -	\$ 8,590,235
Capital Outlay	6000-6999	\$ 7,750,693		\$ -	\$ 7,750,693
Other Outgo	7100-7299 7400-7499	\$ 1,835,937		\$ -	\$ 1,835,937
Indirect/Direct Support Costs	7300-7399	\$ (1,657,063)		\$ -	\$ (1,657,063)
TOTAL EXPENDITURES		\$ 83,700,129	\$ 277,596	\$ -	\$ 83,977,725
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 80,659	\$ -	\$ -	\$ 80,659
Contributions	8980-8999	\$ (11,581,244)	\$ (119,259)	\$ -	\$ (11,700,503)
OPERATING SURPLUS (DEFICIT)*		\$ (356,248)	\$ (396,855)	\$ -	\$ (753,102)
BEGINNING FUND BALANCE					
	9791	\$ 19,857,170			\$ 19,857,170
Prior-Year Adjustments/Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 19,500,923	\$ (396,855)	\$ -	\$ 19,104,068
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 241,565	\$ -	\$ -	\$ 241,565
Restricted Amounts	9740				
Committed Amounts	9750-9760		\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 196,010	\$ -	\$ -	\$ 196,010
Reserve for Economic Uncertainties	9789	\$ 3,439,000	\$ 8,328	\$ -	\$ 3,447,328
Unassigned/Unappropriated Amount	9790	\$ 15,624,347	\$ (405,183)	\$ -	\$ 15,219,165

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099			\$ -	\$ -
Federal Revenue 8100-8299	\$ 7,477,999		\$ -	\$ 7,477,999
Other State Revenue 8300-8599	\$ 6,344,198		\$ -	\$ 6,344,198
Other Local Revenue 8600-8799	\$ 3,763,417		\$ -	\$ 3,763,417
TOTAL REVENUES	\$ 17,585,614		\$ -	\$ 17,585,614
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 6,995,772	\$ 90,986	\$ -	\$ 7,086,758
Classified Salaries 2000-2999	\$ 4,853,547	\$ 9,775	\$ -	\$ 4,863,322
Employee Benefits 3000-3999	\$ 7,157,756	\$ 18,498	\$ -	\$ 7,176,254
Books and Supplies 4000-4999	\$ 4,086,707		\$ -	\$ 4,086,707
Services, Other Operating Expenses 5000-5999	\$ 3,229,292		\$ -	\$ 3,229,292
Capital Outlay 6000-6999	\$ 831,831		\$ -	\$ 831,831
Other Outgo 7100-7299 7400-7499	\$ 2,291,617		\$ -	\$ 2,291,617
Indirect/Direct Support Costs 7300-7399	\$ 567,486		\$ -	\$ 567,486
TOTAL EXPENDITURES	\$ 30,014,009	\$ 119,259	\$ -	\$ 30,133,268
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 820,000	\$ -	\$ -	\$ 820,000
Contributions 8980-8999	\$ 11,581,244	\$ 119,259	\$ -	\$ 11,700,503
OPERATING SURPLUS (DEFICIT)*	\$ (1,667,151)	\$ -	\$ -	\$ (1,667,151)
BEGINNING FUND BALANCE 9791	\$ 3,715,005			\$ 3,715,005
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 2,047,855	\$ -	\$ -	\$ 2,047,855
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 2,047,855		\$ -	\$ 2,047,855
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

AMACE

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 89,987,834		\$ -	\$ 89,987,834
Federal Revenue	8100-8299	\$ 7,487,397		\$ -	\$ 7,487,397
Other State Revenue	8300-8599	\$ 9,907,285		\$ -	\$ 9,907,285
Other Local Revenue	8600-8799	\$ 5,208,883		\$ -	\$ 5,208,883
TOTAL REVENUES		\$ 112,591,399		\$ -	\$ 112,591,399
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 40,736,955	\$ 269,630	\$ -	\$ 41,006,585
Classified Salaries	2000-2999	\$ 16,266,591	\$ 63,681	\$ -	\$ 16,330,272
Employee Benefits	3000-3999	\$ 22,978,462	\$ 63,544	\$ -	\$ 23,042,006
Books and Supplies	4000-4999	\$ 10,292,102		\$ -	\$ 10,292,102
Services, Other Operating Expenses	5000-5999	\$ 11,819,527		\$ -	\$ 11,819,527
Capital Outlay	6000-6999	\$ 8,582,524		\$ -	\$ 8,582,524
Other Outgo	7100-7299 7400-7499	\$ 4,127,554		\$ -	\$ 4,127,554
Indirect/Direct Support Costs	7300-7399	\$ (1,089,577)		\$ -	\$ (1,089,577)
TOTAL EXPENDITURES		\$ 113,714,139	\$ 396,855	\$ -	\$ 114,110,993
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 900,659	\$ -	\$ -	\$ 900,659
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (2,023,398)	\$ (396,855)	\$ -	\$ (2,420,253)
BEGINNING FUND BALANCE					
	9791	\$ 23,572,176			\$ 23,572,176
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 21,548,777	\$ (396,855)	\$ -	\$ 21,151,923
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 241,565	\$ -	\$ -	\$ 241,565
Restricted Amounts	9740	\$ 2,047,855	\$ -	\$ -	\$ 2,047,855
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 196,010	\$ -	\$ -	\$ 196,010
Reserve for Economic Uncertainties	9789	\$ 3,439,000	\$ 8,328	\$ -	\$ 3,447,328
Unassigned/Unappropriated Amount	9790	\$ 15,624,347	\$ (405,183)	\$ -	\$ 15,219,164

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
		Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 80,154		\$ -	\$ 80,154
Other State Revenue 8300-8599	\$ 2,297,700		\$ -	\$ 2,297,700
Other Local Revenue 8600-8799	\$ 6,084		\$ -	\$ 6,084
TOTAL REVENUES	\$ 2,383,938		\$ -	\$ 2,383,938
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 695,705	\$ 6,819	\$ -	\$ 702,524
Classified Salaries 2000-2999	\$ 588,557		\$ -	\$ 588,557
Employee Benefits 3000-3999	\$ 449,259	\$ 1,202	\$ -	\$ 450,461
Books and Supplies 4000-4999	\$ 416,976		\$ -	\$ 416,976
Services, Other Operating Expenses 5000-5999	\$ 95,404		\$ -	\$ 95,404
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ 141,086		\$ -	\$ 141,086
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 2,386,987	\$ 8,022	\$ -	\$ 2,395,009
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (3,049)	\$ (8,022)	\$ -	\$ (11,071)
BEGINNING FUND BALANCE 9791	\$ 223,794			\$ 223,794
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 220,745	\$ (8,022)	\$ -	\$ 212,724
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719		\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,865	\$ (8,022)	\$ -	\$ 186,843
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 25,880	\$ -	\$ -	\$ 25,880
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 0	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 6,496,395		\$ -	\$ 6,496,395
Other State Revenue 8300-8599	\$ 513,250		\$ -	\$ 513,250
Other Local Revenue 8600-8799	\$ 135,008		\$ -	\$ 135,008
TOTAL REVENUES	\$ 7,144,653		\$ -	\$ 7,144,653
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 2,271,219	\$ 6,018	\$ -	\$ 2,277,237
Employee Benefits 3000-3999	\$ 1,097,380	\$ 1,513	\$ -	\$ 1,098,893
Books and Supplies 4000-4999	\$ 3,063,691		\$ -	\$ 3,063,691
Services, Other Operating Expenses 5000-5999	\$ 181,903		\$ -	\$ 181,903
Capital Outlay 6000-6999	\$ 81,200		\$ -	\$ 81,200
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ 325,403		\$ -	\$ 325,403
TOTAL EXPENDITURES	\$ 7,020,798	\$ 7,531	\$ -	\$ 7,028,328
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 18,895	\$ -	\$ -	\$ 18,895
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 142,750	\$ (7,531)	\$ -	\$ 135,220
BEGINNING FUND BALANCE 9791	\$ 1,362,874			\$ 1,362,874
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,505,625	\$ (7,531)	\$ -	\$ 1,498,094
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 1,505,625	\$ -	\$ -	\$ 1,505,625
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (7,531)	\$ -	\$ (7,531)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03-14-2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District

AMACE

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

AMACE

Object Code			
	2016-17 Total Revised Budget After Settlement	2017-18 First Subsequent Year After Settlement	2018-19 Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 89,987,834	\$ 92,272,453	\$ 96,258,442
Federal Revenue 8100-8299	\$ 9,398	\$ 1,000	\$ 1,000
Other State Revenue 8300-8599	\$ 3,563,087	\$ 559,200	\$ 71,855
Other Local Revenue 8600-8799	\$ 1,445,466	\$ 555,537	\$ 481,018
TOTAL REVENUES	\$ 95,005,785	\$ 93,388,190	\$ 96,812,315
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 33,919,827	\$ 34,598,223	\$ 35,290,187
Classified Salaries 2000-2999	\$ 11,466,950	\$ 11,696,289	\$ 11,889,164
Employee Benefits 3000-3999	\$ 15,865,751	\$ 16,059,323	\$ 16,380,509
Books and Supplies 4000-4999	\$ 6,205,395	\$ 3,824,457	\$ 3,900,946
Services, Other Operating Expenses 5000-5999	\$ 8,590,235	\$ 8,529,890	\$ 8,700,488
Capital Outlay 6000-6999	\$ 7,750,693	\$ 246,000	\$ 246,000
Other Outgo 7100-7299 7400-7499	\$ 1,835,937	\$ 1,838,212	\$ 1,838,212
Indirect/Direct Support Costs 7300-7399	\$ (1,657,063)	\$ (1,657,063)	\$ (1,657,063)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 83,977,725	\$ 75,135,331	\$ 76,588,444
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 80,659	\$ -	\$ -
Contributions 8980-8999	\$ (11,700,503)	\$ (14,112,712)	\$ (14,723,246)
OPERATING SURPLUS (DEFICIT)*	\$ (753,102)	\$ 4,140,147	\$ 5,500,625
BEGINNING FUND BALANCE 9791	\$ 19,857,170	\$ 19,104,068	\$ 23,244,215
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 19,104,068	\$ 23,244,215	\$ 28,744,840
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 241,565	\$ 229,905	\$ 229,905
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ 1,252,882	\$ 2,834,176
Reserve for Economic Uncertainties 9789	\$ 3,447,328	\$ 3,173,499	\$ 3,234,326
Unassigned/Unappropriated Amount 9790	\$ 15,219,165	\$ 18,587,929	\$ 22,446,433

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

AMACE

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -		\$ -
Federal Revenue 8100-8299	\$ 7,477,999	\$ 6,350,405	\$ 6,324,290
Other State Revenue 8300-8599	\$ 6,344,198	\$ 5,910,064	\$ 5,910,064
Other Local Revenue 8600-8799	\$ 3,763,417	\$ 3,100,321	\$ 3,025,802
TOTAL REVENUES	\$ 17,585,614	\$ 15,360,790	\$ 15,260,156
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 7,086,758	\$ 7,317,904	\$ 7,464,262
Classified Salaries 2000-2999	\$ 4,863,322	\$ 5,005,602	\$ 5,105,714
Employee Benefits 3000-3999	\$ 7,176,254	\$ 7,229,087	\$ 7,373,669
Books and Supplies 4000-4999	\$ 4,086,707	\$ 2,796,583	\$ 2,852,515
Services, Other Operating Expenses 5000-5999	\$ 3,229,292	\$ 2,507,418	\$ 2,557,566
Capital Outlay 6000-6999	\$ 831,831	\$ 298,094	\$ 298,094
Other Outgo 7100-7299 7400-7499	\$ 2,291,617	\$ 2,291,617	\$ 2,291,617
Indirect/Dirrect Support Costs 7300-7399	\$ 567,486	\$ 568,766	\$ 568,766
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 30,133,268	\$ 28,015,071	\$ 28,512,203
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	
Transfers Out and Other Uses 7600-7699	\$ 820,000	\$ 820,000	\$ 820,000
Contributions 8980-8999	\$ 11,700,503	\$ 14,112,712	\$ 14,723,246
OPERATING SURPLUS (DEFICIT)*	\$ (1,667,151)	\$ 638,431	\$ 651,199
BEGINNING FUND BALANCE 9791	\$ 3,715,005	\$ 2,047,855	\$ 2,686,286
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 2,047,855	\$ 2,686,286	\$ 3,337,485
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -		
Restricted Amounts 9740	\$ 2,047,855	\$ 2,686,286	\$ 3,337,485
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

AMACE

Object Code	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 89,987,834	\$ 92,272,453	\$ 96,258,442
Federal Revenue 8100-8299	\$ 7,487,397	\$ 6,351,405	\$ 6,325,290
Other State Revenue 8300-8599	\$ 9,907,285	\$ 6,469,264	\$ 5,981,919
Other Local Revenue 8600-8799	\$ 5,208,883	\$ 3,655,858	\$ 3,506,820
TOTAL REVENUES	\$ 112,591,399	\$ 108,748,980	\$ 112,072,471
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 41,006,585	\$ 41,916,127	\$ 42,754,450
Classified Salaries 2000-2999	\$ 16,330,272	\$ 16,701,891	\$ 16,994,878
Employee Benefits 3000-3999	\$ 23,042,006	\$ 23,288,410	\$ 23,754,178
Books and Supplies 4000-4999	\$ 10,292,102	\$ 6,621,040	\$ 6,753,461
Services, Other Operating Expenses 5000-5999	\$ 11,819,527	\$ 11,037,308	\$ 11,258,054
Capital Outlay 6000-6999	\$ 8,582,524	\$ 544,094	\$ 544,094
Other Outgo 7100-7299 7400-7499	\$ 4,127,554	\$ 4,129,829	\$ 4,129,829
Indirect/Direct Support Costs 7300-7399	\$ (1,089,577)	\$ (1,088,297)	\$ (1,088,297)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 114,110,993	\$ 103,150,402	\$ 105,100,647
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 900,659	\$ 820,000	\$ 820,000
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (2,420,253)	\$ 4,778,578	\$ 6,151,824
BEGINNING FUND BALANCE			
9791	\$ 23,572,176	\$ 21,151,923	\$ 25,930,501
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 21,151,923	\$ 25,930,501	\$ 32,082,325
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 241,565	\$ 229,905	\$ 229,905
Restricted Amounts 9740	\$ 2,047,855	\$ 2,686,286	\$ 3,337,485
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 196,010	\$ 1,252,882	\$ 2,834,176
Reserve for Economic Uncertainties 9789	\$ 3,447,328	\$ 3,173,499	\$ 3,234,326
Unassigned/Unappropriated Amount 9790	\$ 15,219,164	\$ 18,587,929	\$ 22,446,433

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District
AMACE**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 115,011,652	\$ 103,970,402	\$ 105,920,647
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 115,011,652	\$ 103,970,402	\$ 105,920,647
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 3,450,350	\$ 3,119,112	\$ 3,177,619

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 3,447,328	\$ 3,173,499	\$ 3,234,326
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 15,219,165	\$ 18,587,929	\$ 22,446,433
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 18,666,493	\$ 21,761,428	\$ 25,680,759
f.	Reserve for Economic Uncertainties Percentage	16.23%	20.93%	24.25%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 412,407
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (396,855)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (8,022)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (7,531)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (412,407)

Variance \$ (0)

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (2,023,398)	(1.8%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (2,420,253)	(2.1%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 4,778,578	4.6%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 6,151,824	5.8%	

Deficit Reduction Plan (as necessary):

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

AMACE

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	9,233.00	9,858.00	# 10,011.00	10,444.00
b. Amount Change from Prior Year Funding per ADA		625.00	153.00	433.00
c. Percentage Change from Prior Year Funding per ADA		6.77%	1.55%	4.33%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		412,407.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		5.37%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

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K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2016 to June 30, 2017.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	412,407
\$	(412,407)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications


☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

6/19/17

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Marysville Joint Unified School District

AMACE

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Concerns regarding affordability of agreement in subsequent years (if any):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Marysville Joint Unified School District

District Name

District Superintendent
(Signature)

Date

Ryan DiGiulio

Contact Person

530-749-6114

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 27, 2017, took action to approve the proposed agreement with the AMACE Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Los Angeles County Office of Education
Division of Business Advisory Services

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: Marysville Joint Unified School District - MCAA Charter School
Name of Bargaining Unit: AMACE
Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)

The Governing Board will act upon this agreement on: June 27, 2017
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation			Fiscal Impact of Proposed Agreement		
			(Complete Years 2 and 3 for multiyear and overlapping agreements only)		
All Funds - Combined		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2016-17	Year 2 Increase/(Decrease) 2017-18	Year 3 Increase/(Decrease) 2018-19
1.	Salary Schedule Including Step and Column	\$ 135,968	\$ 6,798		
			5.00%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
Description of Other Compensation					
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 23,793	\$ 1,199		
			5.04%	0.00%	0.00%
4.	Health/Welfare Plans				
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 159,761	\$ 7,997	\$ -	\$ -
			5.01%	0.00%	0.00%
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	1.02			
7.	Total Compensation Average Cost per Bargaining Unit Employee	\$ 156,629	\$ 7,840	\$ -	\$ -
			5.01%	0.00%	0.00%

Marysville Joint Unified School District - MCAA Charter School
AMACE

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The District agrees to a total compensation package that reflects a five point zero percent (5.0%) increase to the salary schedule effective July 1, 2016.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

n/a

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

AMACE elects to take the 5.0% total compensation effective July 1, 2016, each salary schedule shall be improved by five point zero percent (5.0%).

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒ No ☐

If yes, please describe the cap amount.

District pays \$846.27 per month for each AMACE member for Health & Welfare benefits.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There is no negative impact on instructional and support programs to accommodate the settlement as there will be no staff, program or service reductions

Marysville Joint Unified School District - MCAA Charter School
AMACE

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

None.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

n/a

F. Source of Funding for Proposed Agreement:

1. Current Year

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

AMACE

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 3,054,832		\$ -	\$ 3,054,832
Federal Revenue	8100-8299	\$ 570		\$ -	\$ 570
Other State Revenue	8300-8599	\$ 144,096		\$ -	\$ 144,096
Other Local Revenue	8600-8799	\$ 9,945		\$ -	\$ 9,945
TOTAL REVENUES		\$ 3,209,443		\$ -	\$ 3,209,443
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 1,543,491	\$ 6,798		\$ 1,550,289
Classified Salaries	2000-2999	\$ 147,429			\$ 147,429
Employee Benefits	3000-3999	\$ 559,156	\$ 1,199		\$ 560,355
Books and Supplies	4000-4999	\$ 195,835		\$ -	\$ 195,835
Services, Other Operating Expenses	5000-5999	\$ 225,321		\$ -	\$ 225,321
Capital Outlay	6000-6999	\$ 220,622		\$ -	\$ 220,622
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 617,643		\$ -	\$ 617,643
TOTAL EXPENDITURES		\$ 3,509,497	\$ 7,997	\$ -	\$ 3,517,494
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (300,054)	\$ (7,997)	\$ -	\$ (308,051)
BEGINNING FUND BALANCE					
	9791	\$ 574,471			\$ 574,471
Prior-Year Adjustments/Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 274,417	\$ (7,997)	\$ -	\$ 266,420
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740				
Committed Amounts	9750-9760		\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 151,731	\$ 240	\$ -	\$ 151,971
Unassigned/Unappropriated Amount	9790	\$ 122,686	\$ (8,237)	\$ -	\$ 114,449

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

AMACE

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 193,623		\$ -	\$ 193,623
Other Local Revenue	8600-8799	\$ 27,337		\$ -	\$ 27,337
TOTAL REVENUES		\$ 220,960		\$ -	\$ 220,960
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 6,033	\$ -	\$ -	\$ 6,033
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ 103,826	\$ -	\$ -	\$ 103,826
Books and Supplies	4000-4999	\$ 44,195		\$ -	\$ 44,195
Services, Other Operating Expenses	5000-5999	\$ 124,291		\$ -	\$ 124,291
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 5,444		\$ -	\$ 5,444
TOTAL EXPENDITURES		\$ 283,789	\$ -	\$ -	\$ 283,789
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (62,829)	\$ -	\$ -	\$ (62,829)
BEGINNING FUND BALANCE					
	9791	\$ 257,043			\$ 257,043
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 194,214	\$ -	\$ -	\$ 194,214
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 194,214	\$ -	\$ -	\$ 194,214
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 3,054,832		\$ -	\$ 3,054,832
Federal Revenue 8100-8299	\$ 570		\$ -	\$ 570
Other State Revenue 8300-8599	\$ 337,719		\$ -	\$ 337,719
Other Local Revenue 8600-8799	\$ 37,282		\$ -	\$ 37,282
TOTAL REVENUES	\$ 3,430,403		\$ -	\$ 3,430,403
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 1,549,524	\$ 6,798	\$ -	\$ 1,556,322
Classified Salaries 2000-2999	\$ 147,429	\$ -	\$ -	\$ 147,429
Employee Benefits 3000-3999	\$ 662,982	\$ 1,199	\$ -	\$ 664,181
Books and Supplies 4000-4999	\$ 240,030		\$ -	\$ 240,030
Services, Other Operating Expenses 5000-5999	\$ 349,612		\$ -	\$ 349,612
Capital Outlay 6000-6999	\$ 220,622		\$ -	\$ 220,622
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 623,087		\$ -	\$ 623,087
TOTAL EXPENDITURES	\$ 3,793,286	\$ 7,997	\$ -	\$ 3,801,283
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (362,883)	\$ (7,997)	\$ -	\$ (370,880)
BEGINNING FUND BALANCE 9791	\$ 831,514			\$ 831,514
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 468,631	\$ (7,997)	\$ -	\$ 460,634
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 194,214	\$ -	\$ -	\$ 194,214
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 151,731	\$ 240	\$ -	\$ 151,971
Unassigned/Unappropriated Amount 9790	\$ 122,686	\$ (8,237)	\$ -	\$ 114,449

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of _____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Division of Business Advisory Services

Revised 9/8/15

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

AMACE

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Division of Business Advisory Services

Revised 9/8/15

Marysville Joint Unified School District - MCAA Charter School

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299			\$ -	\$ -
Other State Revenue 8300-8599			\$ -	\$ -
Other Local Revenues 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

AMACE

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education

Division of Business Advisory Services

Revised 9/8/15

Marysville Joint Unified School District - MCAA Charter School

AMACE

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

AMACE

		2016-17	2017-18	2018-19
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
Object Code				
REVENUES				
LCFF Revenue	8010-8099	\$ 3,054,832	\$ 3,320,346	\$ 3,442,611
Federal Revenue	8100-8299	\$ 570	\$ -	\$ -
Other State Revenue	8300-8599	\$ 144,096	\$ 63,500	\$ 63,500
Other Local Revenue	8600-8799	\$ 9,945	\$ -	\$ -
TOTAL REVENUES		\$ 3,209,443	\$ 3,383,846	\$ 3,506,111
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 1,550,289	\$ 1,581,295	\$ 1,612,921
Classified Salaries	2000-2999	\$ 147,429	\$ 150,378	\$ 153,385
Employee Benefits	3000-3999	\$ 560,355	\$ 563,092	\$ 582,800
Books and Supplies	4000-4999	\$ 195,835	\$ 199,752	\$ 203,747
Services, Other Operating Expenses	5000-5999	\$ 225,321	\$ 229,827	\$ 234,424
Capital Outlay	6000-6999	\$ 220,622	\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 617,643	\$ -	\$ -
Other Adjustments				\$ -
TOTAL EXPENDITURES		\$ 3,517,494	\$ 2,724,344	\$ 2,787,277
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -		\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (308,051)	\$ 659,502	\$ 718,834
BEGINNING FUND BALANCE	9791	\$ 574,471	\$ 266,420	\$ 925,923
Prior-Year Adjustments/Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 266,420	\$ 925,923	\$ 1,644,757
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts	9711-9719	\$ -	\$ 241,565	\$ 241,565
Restricted Amounts	9740			
Committed Amounts	9750-9760	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -		
Reserve for Economic Uncertainties	9789	\$ 151,971	\$ 112,115	\$ 114,711
Unassigned/Unappropriated Amount	9790	\$ 114,449	\$ 572,243	\$ 1,288,481

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

AMACE

		AMACL		
		2016-17	2017-18	2018-19
Object Code		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	\$ -	\$ -	\$ -
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 193,623	\$ 193,623	\$ 193,623
Other Local Revenue	8600-8799	\$ 27,337	\$ -	\$ -
TOTAL REVENUES		\$ 220,960	\$ 193,623	\$ 193,623
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 6,033	\$ 6,154	\$ 6,277
Classified Salaries	2000-2999	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ 103,826	\$ 105,903	\$ 105,903
Books and Supplies	4000-4999	\$ 44,195	\$ 45,079	\$ 45,980
Services, Other Operating Expenses	5000-5999	\$ 124,291	\$ 126,777	\$ 126,777
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	
Indirect/Dirrect Support Costs	7300-7399	\$ 5,444	\$ 5,444	\$ 5,444
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 283,789	\$ 289,356	\$ 290,381
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (62,829)	\$ (95,733)	\$ (96,758)
BEGINNING FUND BALANCE	9791	\$ 257,043	\$ 194,214	\$ 98,481
Prior-Year Adjustments/Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 194,214	\$ 98,481	\$ 1,724
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 194,214	\$ 98,481	\$ 1,724
Committed Amounts	9750-9760			
Assigned Amounts	9780			
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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Marysville Joint Unified School District - MCAA Charter School

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

AMACE

Object Code			
	2016-17	2017-18	2018-19
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 3,054,832	\$ 3,320,346	\$ 3,442,611
Federal Revenue 8100-8299	\$ 570	\$ -	\$ -
Other State Revenue 8300-8599	\$ 337,719	\$ 257,123	\$ 257,123
Other Local Revenue 8600-8799	\$ 37,282	\$ -	\$ -
TOTAL REVENUES	\$ 3,430,403	\$ 3,577,469	\$ 3,699,734
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 1,556,322	\$ 1,587,449	\$ 1,619,198
Classified Salaries 2000-2999	\$ 147,429	\$ 150,378	\$ 153,385
Employee Benefits 3000-3999	\$ 664,181	\$ 668,995	\$ 688,703
Books and Supplies 4000-4999	\$ 240,030	\$ 244,831	\$ 249,727
Services, Other Operating Expenses 5000-5999	\$ 349,612	\$ 356,604	\$ 361,201
Capital Outlay 6000-6999	\$ 220,622	\$ -	\$ -
Other Outgo 7100-7299	\$ -	\$ -	\$ -
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ 623,087	\$ 5,444	\$ 5,444
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,801,283	\$ 3,013,700	\$ 3,077,658
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (370,880)	\$ 563,769	\$ 622,076
BEGINNING FUND BALANCE 9791	\$ 831,514	\$ 460,634	\$ 1,024,404
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 460,634	\$ 1,024,404	\$ 1,646,480
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ 241,565	\$ 241,565
Restricted Amounts 9740	\$ 194,214	\$ 98,481	\$ 1,724
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 151,971	\$ 112,115	\$ 114,711
Unassigned/Unappropriated Amount 9790	\$ 114,449	\$ 572,243	\$ 1,288,481

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

592

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 3,801,283	\$ 3,013,700	\$ 3,077,658
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 3,801,283	\$ 3,013,700	\$ 3,077,658
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 114,038	\$ 90,411	\$ 92,330

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 151,971	\$ 112,115	\$ 114,711
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 114,449	\$ 572,243	\$ 1,288,481
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 266,420	\$ 684,358	\$ 1,403,192
f.	Reserve for Economic Uncertainties Percentage	7.01%	22.71%	45.59%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 7,997
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (7,997)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (7,997)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (362,883)	(9.6%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (370,880)	(9.8%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 563,769	18.7%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 622,076	20.2%	

Deficit Reduction Plan (as necessary):

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

AMACE

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2016-17	2017-18	2018-19
a. LCFF Funding per ADA	8,261.00	8,692.00	8,801.00	9,126.00
b. Amount Change from Prior Year Funding per ADA		431.00	109.00	325.00
c. Percentage Change from Prior Year Funding per ADA		5.22%	1.25%	3.69%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		7,997.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		5.01%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

55

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Marysville Joint Unified School - MCAA District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2016 to June 30, 2017.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	7,997
\$	(7,997)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications


☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

6/19/17

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Marysville Joint Unified School District - MCAA Charter School

AMACE

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

Concerns regarding affordability of agreement in subsequent years (if any):

The District has sufficient Fund Balance and anticipates funding the ongoing obligations in subsequent years using revenue generated by the Governor's proposed Local Control Funding Formula (LCFF).

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Marysville Joint Unified School District

District Name

District Superintendent
(Signature)

Date

Ryan DiGiulio

Contact Person

530-749-6114

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 27, 2017, took action to approve the proposed agreement with the AMACE Bargaining Unit(s).

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.