



**Johnson Park Elementary School
Presentation to the Board of Trustees
3/27/2018**

The Johnson Park Elementary school staff and community continue to work together to provide our students with high quality education in a safe and positive environment. This has been a year of change and growth for Johnson Park. This year, six new teachers, a new principal and eleven new support staff members have joined our team! This includes two new classrooms created due to student enrollment. With all this new staff, our students have been able to have new educational experiences and have been able to build positive relationships with many new staff.

Along with this increase in staff, Johnson Park's enrollment has increased to 410 students. While we have grown, we also still have that smaller school feel and closeness which is a welcome environment for our community. Additionally, our staff feels like a family and we are moving forward as a PLC team learning and growing as our school grows.

Johnson Park is excited to move forward in our implementation of the PLC process, (Professional Learning Communities). The level of instructional rigor in our classrooms must increase due to the moral imperative relating to student achievement and academics. With the addition of 5 new para-educators this year, we now have a real focus on increasing intervention opportunities, as well as an increase in enrichment opportunities. We are also able to offer an additional opportunity to learn for high need students in our after-school tutoring program that is taught by our very own teachers. To support the PLC process, we are sending ten staff members to the PLC training this summer! With this training we will be able to continue to improve our instruction using data and through a concerted effort to improve academics.

Like all schools in MJUSD, technology is an important focus at Johnson Park. Using our technology such as smartboards, chrome books, computers, our Wonders curriculum and Go Math curriculum, Lexia reading, Accelerated Reader, STAR assessments and others, we will focus student learning and increase teacher effectiveness.

Johnson Park Elementary School uses PBIS (Positive Behavior and Supports and Interventions) to motivate students to show good character traits through positive re-enforcements. Using many, many positive tools, behaviors are addressed and are improved constantly.

Improving school to home communication continues to be a focus at Johnson Park. We understand that educating our students is a partnership. We have created a Facebook page to help communicate with our parents in addition to our monthly newsletters, school messenger call system, webpage, school wide flyers, school wide emails and notes home. We will continue to find ways to communicate with our parents and community to educate them about Johnson Park and connect with them to build a positive partnership.

We are proud to announce several new programs to increase student safety, improve school culture and to create more student and family participation. Our PTC has grown this year and holds monthly family events and fundraisers to support school field trips, school-wide activities and to build community. We have a new student council that is involved in every aspect of school events. We have started two new student-led committees to support the students in our school. These are our traffic crew and our recess rangers. Our students are taking pride knowing they are helping improve our school by being leaders in our school community.

The staff at Johnson Park Elementary School is dedicated to student achievement and the social development of our students. We are a team of hard-working individuals who strive to educate the students of Johnson Park. We want to create a positive environment rich environment that is safe and celebrates our successes. We invite you to attend our Open House, on Thursday, May 10th at 4:30 p.m. to tour our campus and meet and greet our students and staff.

Thank you,

John Kovach
Principal
Johnson Park Elementary

THIS AGREEMENT by and between the 13th District Agricultural Association, hereinafter called the Association, and Marysville Joint Unified School District hereinafter called the Renter,

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on June 3, 2017 and ending on June 4, 2017.

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement Reservation Fee (Non-Refundable) \$100 / Deposit (Refundable) \$200.00 / South Carnival Lot & North Carnival Lot \$800.00 / Security \$817.00

3. The purposes of occupancy shall be limited to: Yuba-Sutter Pow Wow and shall be for no other purpose or purposes whatsoever.

4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below;

ONE THOUSAND NINE HUNDRED SEVENTEEN Dollars and ZERO cents (\$1917.00) IN ADVANCE / Use of any additional building, equipment, labor, or grounds will be an additional charge to the above rates**Clean up by Fairgrounds \$47 per man hour (deducted from deposit)

5. Renter agrees to pay fees required by Association for additional equipment, fixtures, camping, and to guarantee the payment of:

(a) Any money which may be payable to Association under this agreement;

(b) Any damage to Fair property; and utility charges, if any;

(c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to Renter or his/her employees hereunder.

9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.

13. Special Provisions:

The following documents are hereby made a part of this agreement: Standard Terms & Conditions-Exhibit A, Insurance Statement Exhibit B, Sexual Harassment-Exhibit C, Yuba City Zoning Regulations-Exhibit D, Alcoholic Beverage Statement-Attachment #2, Security Statement-Attachment #3. "In the event of any act of nature, state or national emergency, this contract may be cancelled at the option of the Association."

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above Written.

13th District Agricultural Association

Address: 442 Franklin Ave, Yuba City, CA 95991

By: _____

Title: CEO PH: 530-674-1280 FAX: 530-674-2196

Renter: Marysville Joint Unified School District

Address: 4850 Olivehurst Avenue, Olivehurst, CA 95961

By: _____

Title: Asst. Supt. of Business Services Phone #: (530) 749-6196

Due to Safety and Liability concerns, all renters will be required to park in the South Parking Lot. Special arrangements will be made for Unloading Only!

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon Request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon Request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, not engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement" and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "rental agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



Attachment #3

Interim Event Security Contract

This agreement by and between the **13th District Agricultural Association**, hereinafter called the Association, and MJUSD hereinafter called the Renter.
(Name of Renter)

The purpose of this contract shall be limited to Fair Security Services to be provided on June 2+3, 2018. This event is a Yuba Sutter Pow Wow which will
(Date of Event) (Event type)

take place in North + South Carnival Lots with expected attendance of 500 +
(Name of Hall/Area) (number)

The event will start at Sat 11:00 am and end at 9:00 pm
Sun 11:00 am and end at 6:00 am
(Time) (Time)

Security will START at Sat 10:30 am and END at 9:30 pm
Sun 10:30 am and end at 6:30 am
(Time) (Time)

of Supervisors: 1 # of guards: 1

Renter agrees to pay to Association **IN ADVANCE** the total cost of \$ 817.00.

SECURITY SUPERVISOR RESERVES THE RIGHT TO CALL IN ADDITIONAL GUARDS IF THE EVENT WARRANTS IT. SECURITY SUPERVISOR WILL INFORM THE RENTER AT THE TIME AND THE RENTER WILL BE RESPONSIBLE FOR THE COST OF THE GUARD TO THE FAIR.

IN THE EVENT THAT SECURITY IS REQUIRED TO STAY PAST CONTRACTED HOURS, THE RENTER WILL BE BILLED AT \$47 PER HOUR PER GUARD/SUPERVISOR.

By signing this agreement you are agreeing to the terms of security listed above and understand that you will be billed for any additional hours that may be accrued on the day of your event.

Renter Signature: Michael Hobson Date: 5
Asst. Supt. of Business Services



442 Franklin Avenue
Yuba City, CA 95991

530.674.1280 tel
530.674.2196 fax

13th District Agricultural Association • email: Info@ysfair.com • www.yubasutterfair.com

The undersigned agrees that he/she has read all rules and regulations pertaining to the rental and use of the facilities at the Yuba Sutter Fairgrounds. These rules include, but are not limited to, the General Rental Conditions and Rental Agreement Form F-31.

The undersigned agrees to abide by all rules and regulations set forth by the 13th District Agricultural Association (Yuba-Sutter Fair), including but not limited to the General Rental Conditions. Failure to do so can, and will result in additional charges and possible cancellation of event.

Signed _____ Date _____
Michael Hudson, Asst. Supt. of Business Services

PROPOSITION 10 GRANT AGREEMENT

FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION

AGREEMENT NO: MG18-112

THIS AGREEMENT ("Agreement") is made this 22nd day of February, 2018 by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("Commission"), and MJUSD School Readiness Program, a public agency, with its principal place of business at 1919 B Street, Marysville, CA 95901 ("Grantee"), individually referred to herein as a "party" and collectively as the "parties" for Learning Environment Improvements ("Program")

The purpose of the Mini Grant Program is to encourage and involve members of the community to support the well-being of Yuba County children by enhancing existing community resources that aim to improve the health and development of infants, toddlers or preschoolers, as detailed in the Commission's strategic plan.

The grant shall be in the amount of \$4,972.89 and is only to be used to carry out the activities as described on the Project Narrative of the Mini Grant Application (attached hereto as Exhibit 1). This Agreement is made on February 22, 2018 and shall terminate on June 30, 2018 which means that all work required by Exhibit 1 shall be completed by that date. Grantee agrees to provide to the Commission a final report within twenty (15) days of the end of the fiscal year the funds were awarded. The report shall state the number of persons who benefited, a list of activities carried out, feedback from participants (if applicable), benefits of the project or service and documentation of all expenditures. Grantee's failure to provide a report may result in Grantee's being considered ineligible for future funding.

Grantees acknowledge that upon execution of this agreement, seventy-five (75) percent of the Commission approved award amount will be distributed to the Grantee and the remaining twenty-five (25) percent will be paid on a reimbursement basis after approval of the final report. Final report approval consists of the following: Commission office receipt, review and authorization of the final report and all expenditure and supporting documentation. The final payment amount will not exceed the twenty-five (25) percent balance or the amount actually expended for the project. Any funds not expended must be returned to the Commission within forty-five (45) days of the end of the fiscal year the funds were awarded.

Insurance

General Liability Insurance. Grantee shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence (\$300,000 if family child care provider) and one million dollars (\$1,000,000) aggregate (\$300,000 if family child care provider).

Automobile Insurance. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Grantee in order to perform said services, the Grantee shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).

Workers' Compensation. If required by California law, Grantee shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence or if family child care provider personal automobile insurance in the amount of \$100,000 per person, \$300,000 per accident, and \$100,000 property.

Professional Liability Insurance. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.

All insurance policies described above shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, as to each policy required under this Agreement, Commission shall be named as additional insured by written endorsement subject to approval by the Commission General Counsel. Grantee shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this Agreement will constitute a material breach of the Agreement.

During the term of this Agreement, Grantee shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Grantee shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Assignment and Subcontracts

Grantee shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Grantee, the governing body of Grantee, the management of Grantee or the transfer of assets in excess of 10 percent of the total assets of Grantee shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

Grantee shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Grantee's hiring of subcontractors, all subcontractors shall be deemed to be employees of Grantee, and Grantee agrees to be responsible for their performance. Grantee shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Grantee shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

Sustainability

Commission shall have no responsibility or obligation to ensure the long-term sustainability of Grantee or Grantee's program. The ultimate responsibility for sustainability shall be borne by Grantee.

Commission may, if it chooses, be a partner with Grantee in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Grantee. Options for a Grantee to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.

If appropriate for the Program, and as determined by the parties, Grantee shall develop a written sustainability plan for the Program defined in this Agreement with consultation from the Executive Director where appropriate.

Contract Changes

Notwithstanding any other provision of this Agreement, no changes may be made to this Agreement unless made by written amendment and signed by the Executive Director. Changes that significantly impact this Agreement or increase the amount paid to Grantee must be by written amendment approved by the Commission.

Indemnification

Grantee shall include Grantee, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Grantee or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers.

To the fullest extent permitted by law, Grantee shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Grantee's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Grantee or failure to comply with any provision in this Agreement.

Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Grantee shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission.

Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission's choice, expert fees and all other costs and fees of litigation. Grantee shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

The Commission may request a deposit for defense costs from Grantee with respect to a claim. If the Commission requests a defense deposit, Grantee shall provide it within 15 days of the request.

The obligations of Grantee are not limited by the provisions of any workers' compensation act or similar act. Grantee expressly waives its statutory immunity under such statutes or laws as to Commission.

Grantee agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Grantee's behalf.

Commission does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Grantee's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

Quality Assurance Program Review, Inspection & Audit

Grantee shall permit, at any reasonable time, personnel designated by the Executive Director to come on Grantee's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director,

and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Grantee which pertain to services performed and determinations of amounts payable under this Agreement. Grantee shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.

Grantee shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement. Grantee shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Grantee who participated in this Agreement in any way.

Any audit may be conducted on Grantee's premises or, at Commission's option, Grantee shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Grantee shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Grantee, Grantee shall be liable for the costs of the audit in addition to any other penalty to be imposed.

Should Grantee's performance be found to be less than satisfactory at any point in the contract period, they shall be notified by Commission staff of the specific deficiencies. Grantee will work, according to existing Commission policy, to develop and implement corrective actions and return to satisfactory standing.

Grantee will be notified in writing of their good standing with the Commission upon completion of this Agreement.

Law, Policies, Procedures, Licensing Requirements

Grantee agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Grantee shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

Grantee shall maintain current knowledge of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Grantee agrees to abide by all obligations, terms, and requirements of these laws and policies.

Nondiscrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Grantee shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code

of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

Grantee shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

Statement of Compliance. By signing this Agreement, Grantee hereby certifies under penalty of perjury, as defined in California law, that Grantee has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Grantee shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

Grantee shall make every effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and their preferred language. To that end, Grantee shall make efforts to offer and provide language assistance services including having bilingual staff and/or interpreter services to each patient/consumer with limited English proficiency at all points of contact.

Smoke Free Premises

Grantee shall prohibit tobacco, marijuana, and e-cigarette product use on its premises. "Premises" shall include all property owned, leased, or occupied by Grantee, including its offices and day care centers, if applicable.

Political Activities Prohibited

None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

Independent Contractor Status

Both parties understand and agree that Grantee is an independent contractor and that no relationship of employer-employee exists between the Commission and Grantee. Neither Grantee nor Grantee's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

Public Records Act

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

Governing Law and Forum

This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the

performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

Integration

This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Grantee and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Grantee.

Notices

All legal notices regarding this Agreement shall be delivered to the Commission in writing at the following location:

FIRST 5 YUBA
1114 Yuba Street, Suite 201
Marysville, CA 95901

Legal notices shall be delivered to Grantee at the following address:

MJUSD School Readiness
1919 B Street
Marysville, CA 95901

Termination

Commission may terminate this Agreement for any reason on five calendar days' written notice to Grantee. Grantee agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Commission data, documents, objects, materials or other tangible things shall be returned to Grantee upon the termination or expiration of this Agreement.

Grantee may terminate this Agreement for any reason on thirty calendar days' written notice to Commission.

Upon termination, Grantee shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Grantee be entitled to receive more than the amount that would be paid to Grantee for the full performance of the services required by this Agreement. Commission shall have the benefit of such work as may have been completed up to the time of such termination.

Commission retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

[Remainder of page intentionally left blank.]

By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION


Commission Chair

3-7-18
Date

MJUSD School Readiness

Michael R. Hodson
Asst. Supt. of Business Services

Date

Approved as to Form:

Commission Counsel

Date



FIRST 5 YUBA
GRANT APPLICATION

DATE RECEIVED
RECEIVED
FEB 09 2018



Organization Name: Marysville Joint Unified School District		Type of Organization: Other Public Agency <input type="checkbox"/>	OFFICIAL USE ONLY MG 15-112 Fiscal Year: 12-18 Accepted: 2/22/18 Declined: Other:
Division/Department: (if applicable) School Readiness Program			
Contact Person and Title: Kathy Woods, Child Development Director			
Person with Signing Authority and Title: Mike Hodson, Assistant Superintendent of Buisness Services			
Mailing Street Address 1919 B Street, Marysville, CA 95901		City, State, Zip	
Email: kwoods@mjusd.com	Primary Contact # 530-749-6162	Secondary Contact # 530-749-6165	

Goal Area: Goal 3: All children are in an environment conducive to their development	Amount Requested: \$4972.89
Is the organization for which you are seeking funds currently receiving First 5 funding? If "YES" complete and attach the Application Addendum	<input checked="" type="radio"/> Yes <input type="radio"/> No
Is the organization for which you are seeking funds previously funded by First 5 Yuba? If "YES" complete and attach the Application Addendum	<input checked="" type="radio"/> Yes <input type="radio"/> No
Is the organization for which you are seeking funds in good standings with First 5 Yuba to receive funding? If "NO" complete and attach the Application Addendum	<input checked="" type="radio"/> Yes <input type="radio"/> No
Number of children 0 through 5 years of age that will benefit:	62
Number of families with children 0 through 5 that will benefit:	53
Indicate county district / area(s) that will benefit:	Yuba

CERTIFICATE OF APPLICANT (READ THIS CAREFULLY BEFORE SIGNING) This certification must be signed and included with your application.

I hereby declare under penalty of perjury, that all statements made on or in connection with this application are true and complete. I understand that any omission or misrepresentation of material fact in this application may result in refusal of the application or repayment of funds. I understand and accept that all awards by the Commission are contingent upon successful completion of the application terms and final agreement.

I hereby release and forever discharge and hold harmless and assume the defense of Commission, its officers, employees, or elective and appointive boards, both individually and collectively, from any and all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly, arising as a result of or in connection with any of grantee's alleged activities in connection with this agreement.

By signing below, I acknowledge that I have carefully read and understand this release, and agree to its provisions. This waiver and release will expire one year after the date signed. A photocopy of this Waiver and Release is to be considered as valid as an original.

Signature: _____

Date: 2-9-2018

APPLICATION ADDENDUM

Is the organization for which you are seeking funds currently receiving First 5 funding?

If "YES" please identify the County Commission's name, the name of your project/program, the contract number if with First 5 Yuba, the amount your agency is receiving and how you plan on separating the activities to successfully report on the outcomes for each amount received.

Yes MJUSD is currently receiving funds from First 5 Yuba to execute the School Readiness Project. Our current contract number is SP17-104 for \$385,288 for fiscal years 2016-2019.

We will successfully segregate the requested mini grant fund if awarded with a different accounting budget code to keep all First 5 Yuba funds separate.

Is the organization for which you are seeking funds previously funded by First 5 Yuba?

If "YES" please provide the name of your project/program, a short description, the year and the amount your agency received.

Yes MJUSD has received funds to execute the School Readiness Project since the year 2000.

Is the organization for which you are seeking funds in good standings with First 5 Yuba to receive funding?

If "NO" please provide why not and an explanation to be considered.

First 5 Yuba Mini Grant Application
Marysville Joint Unified School District
February 9, 2018

Applicant's Background

It is the mission of our Marysville Joint Unified School District Child Development Program and School Readiness program to "provide the highest quality of services to our youngest of students in a safe, nurturing, positive and engaging learning environment."

The target population of our proposed mini grant is the approximate 62 core children and the 53 families that we serve in our First 5 Yuba/MJUSD School Readiness Program.

Our School Readiness Program is designed to reach the goal in which "all families support children's development" by "Increasing the use of children's families' and schools' early learning opportunities". Our School Readiness Program features targeted school readiness, Literacy and Resource Workshops as well as comprehensive health screenings at our School Readiness hubs that include Cedar Lane, Linda, Ella and Johnson Park.

It is our intent to use the materials proposed in our mini grant to enhance our learning environments with appropriate and purposeful child development learning materials to facilitate discovery, cognition, fine motor development as well as social-emotional development.

We recognize the influence of a high quality environment, and by enhancing our learning environment through purposeful learning materials, we will be able to further promote First 5 Yuba's vision that "all of Yuba County's Children will thrive in supportive, safe, nurturing and loving environments; are healthy, eager, and ready learners; and will become productive well-adjusted members of society."

Proposal

Our MJUSD mini grant proposal to enhance our learning environments with appropriate and purposeful child development learning materials, supports the community need related to Goal 3 in the First 5 Yuba Strategic Plan: All Children are in an Environment Conducive to their Development.

First 5 Yuba has identified the community need "to improve the quality of care in informal care settings" and the use of the mini grant funds will allow our School Readiness Project to not only improve the quality of our environments, but it will also serve as a vehicle to increase discovery, cognition, fine motor development and social-emotional development. It is also our intent that through the implementation of these learning materials in our program we will serve as a model for families on how to extend/connect learning opportunities in the home setting.

The implementation and use of the proposed will allow us to strengthen our existing program resources that support opportunities for children and their families to access quality care and parent education. The majority of our current First 5 School Readiness grant funds are allocated to fund our School Readiness Specialists, with minimal funds set aside for materials and supplies. Additional mini-grant funds will allow us to enhance our environment and program without duplication.

As demonstrated in the budget portion, additional mini-grant materials will support increasing the quality of our environment, thus contributing to discovery, cognition, fine motor development as well as social-emotional development for approximately 62 core children and 53 families.

Our School Readiness children will have access to comfortable child-size furniture in which they can explore books and hear stories read to them from our School Readiness Outreach Specialists and/or their parents. Our children will be able to strengthen their fine motor skills by playing with bug sorting kits, play dough tools, easy grip tweezers, spring scissors, stampers and counting cars. Children will have opportunities to engage in imaginative play with the pretend food and large motor skill development by playing with the Step-A-Forest design. The facilitation of cognition skills will occur by use of tactile activity toys, such as counters, alphabet block puzzles, number and shape block puzzles and much, much more.

Our mini grant proposal demonstrates a strong partnership with our multiple partners that will have use of our materials and environment. Our partners include UC Davis Cooperative Extension, Peach Tree Health Clinic, Yuba Sutter Mental Health, MJUSD Dental Van, Yuba County Health Department, Ridge Eye Care and the YCOE Child Development Behavioral Specialist.

Our mini grant proposal will be sustained in that the materials to increase the quality of our environment and increase of our child's development are not consumable items.

Budget

The MJUSD has successfully executed grants and adhered to financial responsibilities with First 5 Yuba since 2000. Our contracts have always been in good-standing and Kathy Woods, Director of the MJUSD Child Development Program along with MJUSD fiscal staff, have and will continue to monitor all funds/grants from First 5 Yuba. The MJUSD Child Development Administrative Assistant staff will be responsible for the ordering of the materials for our proposed grant.

MJUSD requests \$4,972.89 in funding for our mini-grant proposal that would consist of ordering learning materials from Lakeshore Learning, Kaplan and Hatch. In Kind costs of this grant include oversight from MJUSD Child Development Director, Kathy Woods and MJUSD Administrative Assistant staff. This grant proposal does not include the use of a vehicle.

Hatch

Name	Quantity	Price	Total
Jungle Counters	1	\$26.00	\$26.00
Stacking Blocks Set	4	\$30.00	\$120.00
Tree Top Adventure Activity Set	4	\$120.00	\$480.00
Dilly Dally Target Game	4	\$30.00	\$120.00
Wooden Texture Dough Tools	4	\$14.00	\$56.00
Alphabet Block Puzzle	4	\$22.00	\$88.00
Numbers and Shapes Block Puzzle	4	\$17.00	\$68.00
Helping Hands Fine Motor Tool Kit	4	\$17.00	\$68.00
Critter Counters	1	\$26.00	\$26.00
Dinosaur Counters	1	\$26.00	\$26.00
Lacing Numbers	2	\$29.00	\$58.00
		Shipping	\$170.40
		Tax	\$93.72
		Total	\$1400.12

Lakeshore

Name	Quantity	Price	Total
Comfy Couch for Toddlers	3	\$199.00	\$597.00
Comfy Chair for Toddlers	3	\$159.00	\$477.00
Scoop A Bug Sorting Kit	3	\$29.99	\$89.97
Best Buy Play Food Assortment	1	\$49.99	\$49.99
Best Buy Multicultural Food Set	1	\$49.99	\$49.99
Classic Birch Storage Unit	1	\$499.00	\$499.00
See Inside Bins	1	\$99.50	\$99.50
Paint and Craft Trays	3	\$19.99	\$59.97
Classroom Clay and Dough Kit	3	\$49.99	\$149.97
Learn the Alphabet Dough Mats	3	\$14.99	\$44.97
Counting Cars	3	\$39.99	\$119.97
		No Shipping	
		Tax	\$184.60
		Total	\$2421.91

Kaplan

<u>Name</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
Sea Adventures Jumbo Stampers	1	\$32.95	\$32.95
On the Farm Jumbo Stampers	2	\$32.95	\$65.90
Easy Grip Tweezers	3	\$12.95	\$38.85
Learn to County	4	\$27.95	\$111.80
Spring Scissors	2	\$21.95	\$43.90
Step A Forrest	3	\$239.95	\$719.85
Family Stampers	1	\$16.95	\$16.95
Transportation Jumbo Stampers	1	\$32.95	\$32.95
		No Shipping	
		Tax	\$87.71
		Total	\$1150.86
		Grand Total	\$4972.89

**STRATEGIC PARTNERSHIP AGREEMENT
FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION
AMENDMENT NUMBER 1 TO
CONTRACT NO: SP17-104**

THIS AGREEMENT ("Agreement") is made this 22nd day of FEBRUARY 2018 by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (MJUSD) a political subdivision of the State of California ("the District"), with its principal place of business at 1919 B Street, Marysville, CA ("Provider"), individually referred to herein as a "party" and collectively as the "parties" for School Readiness Program ("Program")

RECITALS

WHEREAS, the COMMISSION entered into the AGREEMENT with PROVIDER the purpose of furnishing the School Readiness program; and

WHEREAS, the PROVIDER submitted a request for a budget revision, and

WHEREAS, the COMMISSION considered the PROVIDER'S request for a budget revision and,

WHEREAS, the COMMISSION on February 22, 2018 approved CONTRACTOR's requested budget revision through June 30, 2019; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions, promises, and covenants hereinafter contained, the parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. CONTRACT TYPE.

This Agreement is a cost reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of FOUR HUNDRED SIX THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS (\$406,689.00) without the prior authorization of the Commission.

3. BUDGET.

Provider shall use funds derived from this Agreement as outlined in the Program BUDGET approved by the Commission set forth in EXHIBIT A for the Program written

above. Any modifications to specific line items that vary the budgeted line item by more than 10 percent require approval by the Commission.

4. CONTINUATION OF TERMS OF AGREEMENT

Except as expressly modified herein by this First Amendment, all terms and conditions of the AGREEMENT shall remain in full force and effect.

5. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION

Commission Chair

Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Michael R. Hodson
Asst. Supt. of Business Services

Date

Approved as to Form:

Amy B. Bell

Commission Counsel

3/1/2018

Date

REVISED PROGRAM BUDGET (Approved by Commission 2/22/18)

School Readiness Project

		FISCAL YEAR: 2016-2017				FISCAL YEAR: 2017-2018				FISCAL YEAR: 2018-2019			
		TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/ OTHER FUNDING	FIRST 5 YUBA FUNDING	TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/OT HER FUNDING	FIRST 5 YUBA FUNDING	TOTAL PROGRAM COSTS	PROVIDER FUNDING	DONATED RESOURCES/O THER FUNDING	FIRST 5 YUBA FUNDING
A. SALARIES & BENEFITS													
FTE	POSITION TITLE												
1.00	Program Specialist (36 hrs)	21,531.00	0.00	0.00	21,531.00	31,200.00	0.00	0.00	31,200.00	31,424.00	0.00	0.00	31,424.00
1.00	Program Specialist (36 hrs)	21,531.00	0.00	0.00	21,531.00	29,827.00	0.00	0.00	29,827.00	29,996.00	0.00	0.00	29,996.00
1.00	Program Specialist (36 hrs)	21,531.00	0.00	0.00	21,531.00	26,895.00	0.00	0.00	26,895.00	28,384.00	0.00	0.00	28,384.00
1.00	Health Specialist (36 hrs)	24,000.00	24,000.00	0.00	0.00	30,877.00	30,887.00	0.00	0.00	31,197.00	31,197.00	0.00	0.00
	TOTAL SALARIES	88,593.00	24,000.00	0.00	64,593.00	118,809.00	30,887.00	0.00	87,922.00	121,001.00	31,197.00	0.00	89,804.00
	TOTAL BENEFITS	63,000.00	15,400.00	0.00	47,600.00	46,496.00	10,821.00	0.00	35,675.00	46,496.00	10,821.00	0.00	35,675.00
	TOTAL SALARIES & BENEFITS	\$151,593.00	\$39,400.00	\$0.00	\$112,193.00	\$165,305.00	\$41,708.00	\$0.00	\$123,597.00	\$167,497.00	\$42,018.00	\$0.00	\$125,479.00
B. SERVICES & SUPPLIES													
	Program Materials/Special Services	3,000.00	0.00	0.00	3,000.00	4,000.00	0.00	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00
	Office Expenses	1,500.00	0.00	0.00	1,500.00	1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00
	Travel & Training	1,400.00	0.00	0.00	1,400.00	750.00	0.00	0.00	750.00	750.00	0.00	0.00	750.00
	New Site Fund	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SERVICES & SUPPLIES	\$10,900.00	\$0.00	\$0.00	\$10,900.00	\$5,750.00	\$0.00	\$0.00	\$5,750.00	\$5,750.00	\$0.00	\$0.00	\$5,750.00
C. SUBCONTRACTS													
	SUBCONTRACTS - AGENCY NAME												
	Nutrition Specialist - UC CalFresh	0.00	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL SUBCONTRACTS	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00
	TOTAL PROGRAM BUDGET	\$162,493.00	\$39,400.00	\$0.00	\$123,093.00	\$174,055.00	\$41,708.00	\$3,000.00	\$129,347.00	\$176,247.00	\$42,018.00	\$3,000.00	\$131,229.00
	Indirect Cost (As Approved) 6% of Grant	\$7,385.58			\$130,478.58	\$7,760.82			\$137,107.82	\$7,873.74			\$139,102.74

21

Total 3 Years \$406,689

**EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)
DISTRIBUTION AGREEMENT
USDA Pantry**

This agreement is between Marysville Joint Unified School District (Member Agency) and **The Yuba-Sutter Food Bank.**

1. The member agency agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the member agency's defined geographical service area.
2. If a recipient from out of the member agency's service area requests food, the member agency will serve them on a one time exception basis and will advise the recipient of their proper distribution member agency.
3. Recipients must self-certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The member agency agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The member agency agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution member agency or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
6. In the event the member agency is providing commodities to homebound recipients, the member agency agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
7. The member agency agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475C (Last updated April 2016)
 - b. CDSS established Income Guidelines (Last updated April 2016)
8. The member agency agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the member agency must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.
9. The member agency agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.
10. The member agency agrees never to sell or trade commodities.
11. The member agency agrees not to redistribute commodities to other member agencies, or any other entity without prior written approval from the food bank.
12. The member agency agrees to obtain prior written approval from the food bank before conducting closed distributions.
13. The member agency agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.
14. If storing commodities, the member agency's storage area must meet the following conditions:
 - a. Storage area must be sanitary and free from infestation
 - b. Commodities must be maintained at proper storage temperatures
 - c. Commodities must be stocked separately, in an identifiable manner
 - d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.
 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
15. The member agency agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.
16. The member agency agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the member agency is not in compliance with the terms and conditions referenced in aforementioned terms.
18. The food bank, USDA and EFAP retain the right to visit and inspect the member agency without prior notice.
19. The member agency agrees to abide by any addendums the Food Bank requires.
20. The member agency will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Business Services Department
Approval: WA

Date: 3/16/18

Authorized Member Agency Representative

Date

Michael Hodson, Asst. Supt. of Business Services

Johnson Park Elementary School 4364 Lever Ave, Olivehurst CA 95961

Distribution Address

Patrick Hamilton Chief of Operations Yuba-Sutter Food Bank

3/16/2018

Electronic Signature

Yuba-Sutter Food Bank
Representative

TEFAP Manager

22

Date

Memorandum of Understanding between CHC and Partner Organization

Partner Name:	<u>Marysville Unified School District</u>			
Partner Address:	<u>1919 B Street, Marysville, CA 95901-1919</u>			
Contact Person:	<u>Mike Hodson</u>	Title:	<u>Asst Superintendent</u>	
		Phone Number:	<u>530-749-6178</u>	
Email Address:	<u>mhodson@mjusd.k12.ca.us</u>		Fax Number:	<u>530-741-7829</u>
MOU Terms:	<u>March 1, 2018 to June 30, 2018</u>			
Project Name:	<u>Kid's Get Cooking</u>			

This Memorandum of Understanding (MOU) is between, Marysville Unified School District (Partner), participating as a Partner organization with the Center for Healthy Communities (CHC) in the provision of nutrition education and obesity prevention services to participating school children, and The CSU, Chico Research Foundation (Foundation), acting as lead agency for CHC.

1. **Background:**

Yuba County has awarded a contract to Foundation for CHC's Nutrition Education and Physical Activity Program (the Program). The term of Foundation's Contract from Yuba County is March 1, 2018 through June 30, 2018.

2. **Purpose & Scope:**

The purpose of this MOU is to clearly identify the roles and responsibilities of Partner and Foundation as they relate to the CHC collaboration and partnership around the promotion of health and nutrition for Yuba county residents. In particular, this MOU is intended to implement the Program as detailed in the scope of work.

3. **Partner's Responsibilities:**

Partner shall participate in CHC for the duration of this MOU's term by contributing nutrition education services and materials and by providing Program information to Foundation on behalf of CHC. Partner shall:

- A. Provide a supportive working environment for CHC staff (e.g., nutrition/health education specialist and/or a community nutrition/health assistant);
- B. Support and implement appropriate and/or required Program activities/events and policies based on the CHC Program scope of work;
- C. Facilitate attendance at Program meetings and trainings by Partner's coordinator for the Program and other appropriate personnel of Partner, as schedules permit;

4. **Foundation's Responsibilities:**

Foundation, as lead agency for CHC, shall provide the following for the duration of this MOU's Term:

- A. The services of CHC staff (e.g., nutrition/health education specialist, community nutrition/health assistant, CHC Program Manager, CHC Administrative Assistant);
- B. Fingerprint based criminal information background checks (Live Scan) for all CHC staff who will have supervisory or disciplinary power over a minor or any person under said staff member's care as allowed under California Penal Code section 11105.3.;
- C. Report writing, budget monitoring, documentation gathering, grant fund management, and audit responsibility as required by Yuba County;
- D. Assurance that Program activities comply with requirements of ;
- E. Provision of Program information and related materials to Program participants;
- F. Guidelines and procedures for requesting purchases to be made by CHC;
- G. Purchase of Program materials (e.g., nutrition education materials, etc.) for Partner;
- H. CHC informational/training meetings as needed.

5. **It is mutually understood and agreed to by Foundation and Partner that:**

- A. Modification of this MOU must be made in writing and must be agreed to and executed by the parties before becoming effective;

Business Services Department

Approval : MM

Date: 3/16/18

23

- B. Either party to this MOU may elect to terminate this MOU, but only upon 30 days advance written notice of such election to the other party, and the parties will deal with each other in good faith in the event of such termination;
- C. This MOU is provisional, pending award and appropriation and encumbrance of funds for the Program by Yuba County as described in contract and by Yuba County to Foundation for the period of this MOU's Term. Upon receipt by Foundation of agreement from Yuba County, this MOU shall be in considered in full force and effect for the term of the MOU;
- D. Each party to this MOU shall defend, indemnify and hold the other party and its respective directors, officers, employees, agents, successors and assigns free and harmless of and from any and all demands, claims, causes of action, actions, liability, injuries including death, damages, costs, and expenses, including reasonable attorney's fees, incurred by reason of or in any way connected with the acts or omissions of the party or of its directors, officers, employees or agents occurring during the course and term of this MOU or at any time thereafter. Foundation as indemnitee also includes California State University, Chico, The Trustees of the CSU, and the state of California.

6. **Funding Requirements:**

This MOU does not include the reimbursement of funds between the two parties.

7. **Record Retention:**

Foundation and Partner must maintain all records supporting this MOU and related activities for three years after the end of the term of Yuba County's award. Additionally, Partner agrees to make all records relating to this MOU available upon request by Foundation on behalf of CHC, and Yuba County.

8. **Effective Date and Signature:**

This MOU shall be effective upon the signature of Partner and Foundation authorized officials. It shall be in force for the MOU Term specified above.

Marysville Joint Unified School District

By

Signature: _____

Name: Mike Hodson

Asst Superintendent of Business

Title: Services

Date: 3/16/12

The CSU, Chico Research Foundation

By

Signature: _____

Name: Matthew C. Bently, Esq.

Title: Director, Contracts & Development, RESP

Date: _____

March 8, 2018

Mr. Carreon,
Judy Hart,

MJUSD
Personnel Dept
MAR 08 2018
RECEIVED

It has been my pleasure working for MJUSD and making a difference in children's lives for the past 33 years. However; I am writing this letter to inform you that I will be retiring. My last day of employment will be June 8, 2018.

Sincerely,

Nora Blackshere

Nora Blackshere

Andrea Raya

MJUSD
Personnel Dept

MAR 12 2018

RECEIVED

March 12, 2018

Tracy Pomeroy
District Coordinator
1919 B Street
Marysville, CA 95901

Dear Tracy Pomeroy,

I am writing to announce my resignation from the STARS program, effective March 23, 2018. I have enjoyed working for you and managing a very successful team and program dedicated to the education and safety of the students at Johnson Park Elementary.

Thank you for the opportunities for growth that you have provided me. I wish you and the STARS program all the best. If I can be any help during transition, please do not hesitate to ask.

Sincerely,



Andrea Raya

Marysville Joint USD

Board Policy

Awards For Achievement

BP 5126

Students

The Board of Education encourages excellence as a goal for all students and wishes to publicly recognize students for unique or exemplary achievements in academic, extracurricular or community service activities. ~~The purpose of such awards shall be consistent with school goals.~~

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5127 - Graduation Ceremonies and Activities)

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, or plaque.

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients.

Merit Diplomas

At graduation from high school, special recognition shall be awarded to those students whose academic achievements have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

Scholarship and Loan Fund

The Board may maintain a scholarship fund which may be used to provide scholarships or grants-in-aid to bona fide organizations, students or graduates of district schools. (Education Code 35315)

(cf. 1260 - Educational Foundation)

(cf. 3290 - Gifts, Grants and Bequests)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students
51450-51455 Golden State Seal Merit Diploma
CODE OF REGULATIONS, TITLE 5
876 Golden State Seal Merit Diploma

Management Resources:

WEB SITES

California Department of Education, Golden State Seal Merit Diploma:

<http://www.cde.ca.gov/ta/tg/sr/meritdiploma.asp>

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

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: June 28, 2016

CSBA Sample

Board Policy

Awards For Achievement

BP 5126
Students

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or cash gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

Biliteracy Award

Education Code 51460-51464 establish the State Seal of Biliteracy, a voluntary program which recognizes high school graduates who have attained a high level of proficiency in one or more languages in addition to English. The SPI will provide an insignia that can be affixed to the diploma or transcript of eligible students. See the accompanying administrative regulation for eligibility criteria for the award.

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more

languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6174 - Education for English Learners)

Scholarship and Loan Fund

***Note: The following section is for use by districts that choose to establish and maintain a scholarship and loan fund pursuant to Education Code 35310-35319. If the district chooses to establish such a fund, it should revise the following paragraph to reflect only those purposes for which it wishes to make funds available. ***

The Board may maintain a scholarship fund which may be used to provide scholarships or grants-in-aid to bona fide organizations, students or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:
EDUCATION CODE
220 Nondiscrimination
35160 Authority of governing boards

35310-35319 Scholarship and loan funds
44015 Awards to employees and students
51243-51245 Credit for private school foreign language instruction
51450-51455 Golden State Seal Merit Diploma
51460-51464 State Seal of Biliteracy
52164.1 Assessment of English language skills of English learners
CODE OF REGULATIONS, TITLE 5
876 Golden State Seal Merit Diploma
1632 Credit for private school foreign language instruction
11510-11516 Assessment of English language development

Management Resources:

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

Californians Together: <http://www.californianstogether.org>

(3/09 3/12) 4/15

Marysville Joint USD

Board Policy

Awards For Achievement

BP 5126

Students

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

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(cf. 1220 - Citizen Advisory Committees)

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Marysville Joint USD

Administrative Regulation

Awards For Achievement

AR 5126
Students

The Superintendent or designee may appoint an awards committee at each school to ~~consider student accomplishments. This committee may consist of school administrators, teachers, parents/guardians and/or community members.~~

The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of \$200 must be expressly approved by the Board of Education. (Education Code 44015)

Merit Diplomas

To be eligible to receive the Golden State Seal Merit Diploma upon graduation, ~~students shall complete all requirements for a high school diploma and shall demonstrate a mastery of at least six subject areas, four of which shall be mathematics, English language arts, science and United States history, with the remaining two subject areas selected by the student.~~ (Education Code 51451)

(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.52 - High School Exit Examination)

~~To demonstrate mastery of these subject areas, students shall achieve the standards or achievement levels established by the State Board of Education. (Education Code 51452; 5-CCR 876)~~

(cf. 6162.51 - Standardized Testing and Reporting Program)

The Superintendent or designee shall affix an insignia to the diploma and transcript of each student awarded the merit diploma. (Education Code 51454)

(cf. 5125 - Student Records)

Scholarship Fund

~~The district's scholarship fund shall be administered in accordance with the terms of the original donor.~~

~~The Superintendent or designee shall make at least annual reports to the Board regarding the status and activity of the fund. (Education Code 35319)~~

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California

CSBA Sample

Administrative Regulation

Awards For Achievement

AR 5126
Students

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(cf. 1220 - Citizen Advisory Committees)

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(Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and demonstrate, in accordance with the means adopted by the State Board of Education, mastery of the curriculum in mathematics, English language arts, science, United States history, and two other subject matter areas selected by the student. (Education Code 51451, 51452; 5 CCR 876)

(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee shall maintain appropriate records to identify students who are eligible for the merit diploma and shall affix an insignia to the diploma and transcript of each student awarded the merit diploma. (Education Code 51454)

(cf. 5125 - Student Records)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow processing of the request prior to the high school graduation ceremony.

Biliteracy Award

The district chooses to recognize graduating students' bilingual/multilingual proficiency with the State Seal of Biliteracy pursuant to Education Code 51460-51464.

For students whose primary language is other than English, Education Code 51461 also requires attainment of the early advanced proficiency level on the state's English language proficiency assessment.

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate, in accordance with state criteria, proficiency in English and at least one other language, which may include American Sign Language. A student whose primary language is other than English shall also attain the required proficiency level on the state test of English language proficiency. (Education Code 51461)

(cf. 6141.5 - Advanced Placement)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall maintain appropriate records to identify high school students who qualify for the award and shall affix the insignia to the diploma or transcript of each student who earns the award. (Education Code 51463)

Scholarship and Loan Fund

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

(cf. 0410 - Nondiscrimination in District Activities and Programs)

Marysville Joint USD

Administrative Regulation

Awards For Achievement

AR 5126
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(cf. 0410 - Nondiscrimination in District Activities and Programs)

**Marysville Unified Teachers Association
Initial proposal to
Marysville Joint Unified School District
For contract year 2017-2018**

The Marysville Unified Teachers Association and the Marysville Joint Unified School District are parties to a Collective Bargaining Agreement (CBA) which remains in full effect until June 30, 2018. Pursuant to the EERA, CBA Article I: B. Reopeners, the Marysville Unified Teachers Association wishes to explore changes to the following articles:

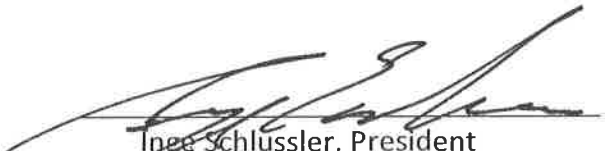
ARTICLE VIII: HOURS OF EMPLOYMENT

ARTICLE XIII: CLASS SIZE/CASELOAD

ARTICLE XIV: HEALTH AND WELFARE FRINGE BENEFITS

ARTICLE XV: SALARY

And any other article mutually agreed upon by both parties.


Inge Schlusser, President
Marysville Unified Teachers Association

3-16-18
date

INITIAL BARGAINING PROPOSAL
from the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
to the
MARYSVILLE UNIFIED TEACHERS ASSOCIATION
For a Successor Agreement

The Marysville Joint Unified School District ("District") and the Marysville Unified Teachers Association ("MUTA") are parties to a collective bargaining agreement ("CBA") that expires June 30, 2018. The District presents the following initial bargaining proposal for 2017-18, pursuant to the EERA and the CBA between the District and MUTA.

A. ARTICLE I: THE AGREEMENT

B. ARTICLE VIII: HOURS OF EMPLOYMENT

TOTAL COMPENSATION:

C. ARTICLES XIV: HEALTH AND WELFARE FRINGE BENEFITS

D. ARTICLE XV: SALARY

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2017-18/19

A RESOLUTION TO MAKE FINDINGS REQUIRED BY GOVERNMENT CODE SECTION 4217.12 AND TO AUTHORIZE THE EXECUTION OF A POWER PURCHASE AGREEMENT BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AND SOLAR STAR MARYSVILLE, LLC FOR DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC SYSTEMS ON SELECTED SCHOOL SITES

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, the Marysville Joint Unified School District ("District") Board of Trustees ("Board") supports the goal of energy efficient and cost-effective school operations; and

WHEREAS, Solar Star Marysville, LLC, a wholly owned subsidiary of SunPower Corporation ("SunPower") has proposed a Power Purchase Agreement ("PPA") form of which has been presented to the Board herewith; and

WHEREAS, under the PPA, SunPower, at its cost, will construct, install, operate and maintain solar photovoltaic systems on selected District sites to produce solar energy which it will sell to the District at a set price comparable to, or below, current retail rates; and

WHEREAS, Section 4217.12(a) of the California Government Code authorizes the Board to enter into a contract for design, construction, installation, operation and maintenance of solar facilities on terms the Board concludes are in the best interests of the District if it finds that (1) the anticipated cost of the energy purchased under the PPA will be less than the anticipated cost of energy that would have been purchased by the District in the absence of the PPA and (2) the difference, if any, between the fair rental value of the real property subject to the facility ground lease and the agreed upon rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the PPA; and

WHEREAS, the District desires to retain SunPower's services to design, construct, install, operate and maintain solar photovoltaic systems at three District sites (Marysville High School, Lindhurst High School, and Foothill Intermediate School) pursuant to the terms and conditions of the PPA; and

NOW THEREFORE, the Board of Trustees does hereby resolve as follows:

1. That based on all information made available to the Board, the Board makes the following findings: (i) the solar services pursuant to the PPA are projected to cost less than the anticipated cost to the District of energy that would have been consumed by the District in the absence of the PPA; (ii) the difference, if any, between the fair rental value of the real property subject to the easement agreement and the agreed upon rent, is anticipated to be offset by below-

market energy purchases or other benefits provided under the PPA; and (iii) approval of the PPA is in the best interests of the District.

2. That the Board approves the PPA, in substantially the same form as document attached it has been presented to the Board herewith.

3. That the Board authorizes the Superintendent, or designee, in consultation with legal counsel, the authority to execute the PPA and any other documentation as necessary to effect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 27th day of March 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (this "Agreement") is made and entered into as of the 27 day of March, 2018 (the "Effective Date"), by and between **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, with offices located at 1919 B Street, Marysville, CA 95901, ("District"), and **SOLAR STAR MARYSVILLE, LLC**, a limited liability company and wholly owned subsidiary of SunPower Corporation, with SunPower AssetCo, LLC, as its sole member, formed under the laws of the State of Delaware ("Provider" and, together with District each, a "Party" and together, the "Parties").

RECITALS

WHEREAS, District owns and occupies certain premises as identified in Exhibit A (collectively, the "Premises"); and

WHEREAS, Provider designs, installs, operates, owns, and maintains equipment that produces electricity from solar energy; and

WHEREAS, Provider desires to sell, and District desires to purchase, electricity generated from a solar photovoltaic generation facility ("System") to be installed, operated, owned, and maintained by Provider, and to be mounted on the Premises, as designated in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, Government Code section 4217 *et seq.* provides that public agencies may enter into an agreement for real property upon which alternative energy facilities may be constructed so that the public agency may purchase the energy generated from the facilities constructed on the real property; and

WHEREAS, at its board meeting on February 27, 2018 of the District pursuant to a Resolution, has made findings required by Section 4217.12 of the Government Code that: (1) The anticipated cost to the District for electrical energy services provided by the System under this Agreement will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases and (2) The difference, if any, between the fair rental value of the real property subject to this Agreement and the agreed rental payments under this Agreement, if any, is anticipated to be offset by below-market energy purchases or other benefits provided under this Agreement; and

WHEREAS, District desires to reduce its energy costs as well as its dependence on fossil fuel electric generating resources and to promote the generation of electricity from solar photovoltaic facilities; and

WHEREAS, District, as owner of the Premises herein grants Provider an easement to the Premises for the installation, maintenance, ownership, and operation of the System (as described in attached Exhibit L, the "Easement Agreement"); and

WHEREAS, as part of this Agreement and in consideration of the Easement Agreement, Provider and District intend that Provider would obtain and retain all environmental credits (green tags) generated by the System and that Provider shall own all other financial incentives and tax benefits associated with the System, including all benefits associated with the installation, ownership and operation of the System and the sale of energy from the System to the District; and

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. TERM AND TERMINATION.

1.1 Term. The term of this Agreement, shall commence on the Effective Date and shall run for a period ending on the Twenty-fifth (25) year anniversary of the Site Commercial Operation Date (as defined in Section 3.8 below) applicable to such Site (the "Initial Term"), unless terminated earlier pursuant to the provisions of this Agreement. However, pursuant to Section 1.2 and attached Exhibit L, Provider's rights to access the Premises shall survive for a period of up to one-hundred eighty (180) days after the Expiration Date or the date upon which any termination of this Agreement becomes effective in order for Provider to remove the System. Provided that there has not been an early termination pursuant to the provisions of this Agreement, after the Initial Term, District may elect to (a) require removal of the system by Provider pursuant to Section 1.2 of this Agreement; (b) purchase the System at fair market value to be agreed upon by the Parties; or (c) request that District and Provider negotiate a renewal term ("Renewal Term") for this Agreement (District elections (a) (b) and (c) of this Section 1.1 referred to "District Expiration Options").

At least ninety (90) days, but no more than one-hundred and eighty (180) days prior to the expiration of the Initial Term, District shall notify Provider which of the District Expiration Options it wishes to elect. If District elects District Expiration Option (b) or (c), but the Parties are unable to agree on the terms for a fair market value purchase or a Renewal Term (as the case may be), Provider shall remove the System in accordance with Section 1.2 of this Agreement. The Initial Term and the Renewal Term, if any, are referred to collectively as the "Term." The date on which the Term ends is referred to herein as the "Expiration Date."

1.2 Removal of System at Expiration. Unless this Agreement is renewed under District Expiration Option (c), the System is purchased by the District under District Expiration Option (b), or Provider terminates pursuant to Section 1.4(a), Provider shall, at Provider's sole expense, remove all tangible property comprising the System from the Premises on a mutually convenient date, but in no event later than one hundred eighty days after the Expiration Date. Provider shall give written notice to District at least forty-eight (48) hours before entry onto any Premise for commencement of removal and shall have access at mutually agreed upon times. Provider shall undertake such removal in such a manner as to not interrupt operation of the business at the

Premises, including an interruption of electrical power. In connection with such removal, Provider shall remove above ground support structures and repair any damage to the Site and any other area in which any portion of the System was installed and restore such areas to their original condition, excluding ordinary wear and tear, provided that Provider shall not be required to remove large electrical conduits which Provider shall cause to be capped and secured. Provider shall leave the Premises in neat and clean order.

If Provider fails to completely remove the System and repair the affected area as provided above, within one hundred eighty (180) days of the Expiration Date, and such failure was not caused by the District, District may, upon ten (10) business days' prior written notice to Provider, complete the necessary removal and/or restoration and Provider shall reimburse District for the costs actually incurred by District in connection with such removal and/or restoration within ten (10) days after presentation by District to Provider of reasonable supporting documentation describing the work performed and the cost thereof. District shall have no obligation to pay for output delivered under this Agreement after the Expiration Date of this Agreement. In addition, should Provider fail to remove the System within such one hundred eighty (180) day period, Provider will be deemed to have abandoned the System and District may at its discretion use the System with no further obligation to pay Provider or, at Provider's sole cost, remove and dispose of the System, including by sale or otherwise, as District sees fit in its discretion, provided that if District realizes any proceeds from the sale of the System (which may or may not occur) District will credit such proceeds against the cost of removal.

1.3 District's Right to Terminate this Agreement. In addition to its rights expressly provided elsewhere in this Agreement, District shall have the right to terminate this Agreement, without penalty upon any Provider Default as described in Section 11.1.

1.4 Provider's Right to Terminate this Agreement. In addition to its rights expressly provided elsewhere in this Agreement, Provider shall have the right to terminate this Agreement, without penalty:

(a) upon any District Default (as described in Section 11.2, including any Default of District under the Easement Agreement);

(b) upon ninety (90) days' notice, if an unstayed order of a court or administrative agency is entered having the effect of subjecting the provision and/or sale of the energy generated by the System or Owner's performance of its obligations in this Agreement ("Power Purchase Services") to federal or state regulation of prices and/or service;

(c) if Provider, in its sole discretion, determines that the Site conditions or any upgrades required or requested by the Local Provider would result in a significant increase in the aggregate cost to install or operate the System;

(d) if, at any time, Provider determines that it will not receive continued funding of the Environmental Incentives, the available Environmental Attributes, Tax Credits, or is unable to obtain financing on terms acceptable to Provider;

(e) if Provider is unable to obtain proper permits or interconnection with the Local Provider;

(f) if Provider is unable to install a SunPower designed tracker compliant with California Public Utility Commission Rule 21;

(g) if the energy produced by the System fails to qualify for the California Renewable Energy Self-Generation Bill Credit Transfer program rate due to such program becoming fully subscribed or not being renewed;

(h) if the costs and expenses of making the System comply with California Environmental Quality Act ("CEQA") exceed sixty thousand dollars (\$60,000.00); or

(i) if the upgrades required by the Local Provider and the District combined exceed three hundred thousand dollars (\$300,000.00) in costs and expenses and the District and Provider fail to mutually agree upon an increased Energy Rate (defined in Section 5.2) to compensate Provider for such costs and expenses.

If Provider terminates this Agreement pursuant to clauses (b), (c), (d), (e), (f), (g), (h), or (i) above, following such termination, except for those obligations or liabilities expressly identified herein as surviving termination, neither Party will have any further liability to the other Party under this Agreement. However, if Provider terminates this Agreement pursuant to clause (a) above, pursuant to Section 11.2, District shall pay to Provider the then-applicable Termination Value (as set forth in attached Exhibit K). Exhibit K establishes the Termination Values applicable on each of the anniversary dates of the Commercial Operation Date as defined herein.

If, pursuant to Section 1.4(a), Provider terminates this Agreement before the sixth (6th) anniversary of the Commercial Operation Date, the applicable Termination Value will be an amount equal to the annual Termination Value set forth on Exhibit K that corresponds to the year during which such termination occurs.

In the event that, pursuant to Section 1.4(a), Provider terminates this Agreement after the sixth (6th) anniversary of the Commercial Operation Date, the final Termination Value shall be an amount equal to the annual Termination Value set forth in Exhibit K that corresponds to the year in which termination occurs, pro-rated, on an annual basis, consistent with the annual values set forth in Exhibit K, to account for the actual date of termination.

Following any termination made pursuant to Section 1.4(a), pursuant to Section 1.2, Provider shall remove the system at District's cost.

1.5 Site Access.

(a) As a material obligation under this Agreement, pursuant to the Easement Agreement (attached as Exhibit L hereto), District does hereby irrevocably grant to Provider all rights to the Premises (as identified on Exhibit A attached hereto) necessary for Provider to install, maintain, own, operate, access, remove and replace the System and otherwise satisfy its

obligations and avail itself of the rights set forth in this Agreement (the "Access Rights"). Any breach of District's obligation to provide the Access Rights pursuant to this Section 1.5 and the Easement Agreement (an "Access Rights Breach") will immediately be grounds for Provider to terminate this Agreement and require the District's payment of the Termination Value set forth in Exhibit K that corresponds to the year in which such Access Rights Breach occurs; provided further, that any cure rights associated with a District Default shall not apply in the case of an Access Rights Breach. Provider may install, with District's prior written consent and subject to any access restrictions contained in attached Exhibit L, any improvements on the Premises that Provider determines are reasonably necessary for the efficient operation of the System and provision of the Power Purchase Services.

(b) Subject to 2.1 (b), Provider shall provide District prior written notice at least five (5) business days before it or its contractors and/or subcontractors commence installation on Site. All installation activities will be scheduled to minimize interference with District's educational operations. Further, Provider shall provide advance notice of all on-site work to be completed for any routine and emergency repairs to, and maintenance of, the System and such work must be completed at a mutually agreed upon time by District and Provider in accordance with the terms of the Easement Agreement .

(c) At all times during the Term, Provider shall maintain insurance coverage as set forth in Exhibit D attached hereto to cover any damage caused to the Premises resulting from the installation, maintenance and operation of the System.

2. CONTINGENCIES.

2.1 Contingencies Available to District. District shall have the option to terminate this Agreement in the following circumstances:

(a) Site. District may terminate this Agreement, if the Site conditions are such that the installation of the System would impair District's use of the Site or adjacent areas or would result in the need for facility upgrades at the District's expense. Provider shall inform District of any need for facility upgrades at the District's expense within thirty (30) days after the Effective Date. District's right to terminate pursuant to this Section 2.1(a) will expire upon the issuance, by District, of the Notice to Proceed (as defined below), or sixty (60) days after the Effective Date (the "Site Contingency Period"), whichever is earlier. If District elects to terminate pursuant to this Section 2.1(a), District will reimburse Provider for all costs actually incurred and appropriately documented as of the date of such termination. Following such reimbursement, except for those obligations or liabilities expressly identified herein as surviving termination, neither Party will have any further liability to the other Party under this Agreement.

(b) Notice to Proceed. District may waive its right to terminate that is set forth above in Section 2.1(a), by issuing to Provider a written notice advising Provider to proceed with activities necessary to the sourcing of components for and installation of the System at the Site (the "Notice to Proceed"). Email shall be an acceptable method for delivery of the Notice to Proceed, provided that it specifically references the waiver of rights contained in this Section 2.1.

Once such Notice to Proceed is given, District may not exercise its termination rights specified in subparagraphs (a) and (b) of this Section 2.1.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Use of Contractors and Sub-contractors. Provider shall be permitted to use contractors and sub-contractors to perform its obligations under this Agreement. Provider shall continue to be responsible for the quality of the work performed by its contractors and sub-contractors. Provider shall remain responsible for obligations, services and functions performed by sub-contractors to the same extent as if such obligations, services and functions were performed by Provider's employees and, for purposes of this Agreement, such work shall be deemed work performed by Provider. Any contractor and sub-contractor shall agree to indemnify, defend and hold harmless District to the same extent as Provider and shall provide the insurance coverage that is set forth on Exhibit D.

Provider shall ensure that any party contracting with Provider for any engineering, procurement, design, installation or construction of the System shall possess proper licenses, knowledge, experience, financial capacity, and creditworthiness necessary for satisfactory completion of such party's respective portion of Provider's obligations under this Agreement. Provider represents and warrants that it has the financial capacity, creditworthiness and bonding capacity sufficient to satisfy all of Provider's obligations under this Agreement, including, but not limited to, any instance of default or other failure by Provider's subcontractors to complete the work required to satisfy Provider's obligations in this Agreement. Prior to contracting with any contractor or subcontractor, Provider shall obtain and review the qualifications of such parties. Provider shall keep records of such contractor/subcontractor selections and shall make copies of such records available to the District upon request.

3.2 Liens and Payment of Contractors and Suppliers. Provider shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Provider in connection with work to be performed in connection with this Agreement ("Charges") and shall keep the System, the Premises and all other District property free and clear of any liens related to such Charges. Provider shall indemnify District for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises and all other District property in connection with such Charges; provided, however, that Provider shall have the right to contest any such lien and related Charges, so long as it provides a statutory bond or other reasonable assurances of payment necessary either to remove such lien from title to the Site and the Premises or assure that any adverse judgment with respect to such lien will be paid without affecting title to the Site and the Premises. Upon District's request, Provider will give District copies of certificates of completion or similar documentation from Provider's contractors or sub-contractors, along with copies of all final lien waivers from Provider's contractors or sub-contractors.

3.3 Notices to Contractors and Sub-contractors. Provider shall, prior to commencing construction or maintenance of the System, notify all contractors and sub-contractors that District shall not be responsible for payment for their work done on the Site.

3.4 Access Rights. Subject to the terms and conditions contained within the Easement Agreement (attached as Exhibit L hereto) and Section 1.5, Provider and its employees, agents, financiers, representatives and sub-contractors, if any, are granted the right to use such portions of the Premises as are reasonably required in order for Provider and its employees, contractors and sub-contractors, if any, to install, operate, own, maintain, and remove the System and otherwise satisfy its obligations and enforce its rights under this Agreement.

3.5 OSHA Compliance; Compliance with Law. Provider shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement. Provider shall comply with all applicable laws in its performance hereunder.

3.6 Approvals; Installation, Permitting and Interconnection. Provider shall submit detailed drawings (including, without limitation, an electrical plan showing all planned modifications to the existing electrical systems of the Site and such other plans as may be reasonably requested by District) related to the installation of the System to District for approval, which approval may not unreasonably be conditioned, delayed, or withheld. Except for District's obligations to execute an interconnection agreement with the Local Provider to effectuate operation of the System and take governing board action to finally approve the CEQA document(s) prepared for the System, Provider shall, at Provider's sole cost and expense, obtain all other governmental approvals and other permits, approvals or exemptions for issues including, but not limited to net energy metering, the Division of the State Architect ("DSA"), California Geological Survey ("CGS") and any governmental agency administering CEQA or a storm water pollution prevention plan ("SWPPP") required for Provider to install and operate the System, including approval for interconnection (the "Interconnection Notice") of the System with the local electricity provider or utility serving the Site (the "Local Provider"), as well as installation of all meters and corresponding improvements necessary to ensure proper operation of such meters. For the avoidance of doubt, District will be responsible for final approval and execution of the interconnection agreement with the Local Provider. Provider shall promptly provide to District copies of the final DSA approved plans and specifications for the System. Provider will be responsible for all permits, applications or other fees required in connection with obtaining required DSA approvals. District will, if necessary, cooperate with Provider's reasonable requests to assist Provider in obtaining such permits or approvals, but shall not be required to incur any costs or expenses in connection with such cooperation.

3.7 Financial Incentives. Unless expressly provided otherwise, all benefits associated with the ownership or operation of the System, rebates, and incentives available in connection with the System are owned by Provider. "Rebates" shall mean any and all federal, state, local or Local Provider rebates, grants, or other funding offered for the development, installation, Ownership, or operation of energy system projects, including, but not limited to the Self-Generation Incentive Program, Investment Tax Credit or local incentive programs. District agrees, if necessary, to take all actions reasonably requested by Provider in order for Provider to obtain all rebates or subsidies made available in connection with the installation and operation of the System by any federal government, state government, local government, Local Provider or other source. If applicable, all CSI application fees will be refunded directly to District.

3.8 Construction/Commercial Operation Date. Promptly upon receipt of the Notice to Proceed from the District, Provider shall commence construction of the System and shall achieve the Commercial Operation Date (as defined below) on or before **October 15, 2019** (subject to any permitted adjustments or extensions thereto, the "Commercial Operation Deadline").

(a) The "Commercial Operation Date" shall be the date on which the Provider notifies District that the System is mechanically and electrically complete and operational, providing energy output through meters as further described in Exhibit B, and Provider has received permission to operate from the utility.

(b) If, through no fault of Provider (including delays caused by the actions or omissions of District, the Local Provider, or any governmental entity whose approval is required in connection with this Agreement or the System), Provider has not achieved the Commercial Operation Date on or before the Commercial Operation Deadline, provided that Provider has provided written notice to District that Provider will not meet the Commercial Operation Deadline at least ten (10) days in advance, Provider will be entitled to day-for-day extensions to the Commercial Operation Deadline.

(c) If Provider has not achieved the Commercial Operation Date on or before the Commercial Operation Deadline (as adjusted or extended pursuant hereto), District shall be entitled to assess liquidated damages against Provider in an amount equal to \$500 per day (the "Delay Liquidated Damages") until the date that is one-hundred eighty (180) days after the Commercial Operation Deadline (as adjusted or extended pursuant hereto) or the Commercial Operation Date has been achieved, whichever is earlier. The Delay Liquidated Damages described in this section shall be District's sole remedy for Provider's failure to achieve the Commercial Operation Date by the Commercial Operation Deadline. However, if the Provider's unexcused delay extends beyond (180) days, District shall also have the right to declare Provider in default and terminate this Agreement in accordance with Section 11 below.

(d) Provider's request for an extension of the Commercial Operation Deadline, as described above in section (b), must be accompanied by the reason for such request, confirmation that the Commercial Operation Date shall be achieved within the requested extension time, as well as valid and persuasive evidence demonstrating that the delay in achieving the Commercial Operation Date could not have been reasonably avoided by Provider. Provider's application must also state the date on which Provider reasonably believes the Commercial Operation Date will be achieved following such extension. To the extent that Provider fails to meet the Commercial Operation Deadline as extended by the District, the District shall have the options to: (i) extend the Commercial Operation Deadline and, subject to subsection (c) above, assess the Delay Liquidated Damages, or (ii) terminate this Agreement. If District elects to terminate pursuant to this Section 3.8(d), Provider shall: (i) remove the System (at its cost, pursuant to Section 1.2), (ii) pay to District all Delay Liquidated Damages that accrued before the date of such termination, and (iii) reimburse District for all costs actually incurred in connection with such termination.

3.9 Prevailing Wages. As applicable, the Provider shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations for the construction and installation of the System. These

rates may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the job site. Provider and all contractors and subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them and the employment of apprentices. Provider hereby agrees to indemnify and hold harmless the District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with any applicable Labor Code provisions arising out of or in connection with Provider's performance under this Agreement or the construction and installation of the System.

3.10 Payment Bonds. Provider shall deliver to District evidence that Provider or its prime contractor performing the construction and installation services in connection with any System maintains payment bonding, meeting the following requirements, in favor of the Provider. Such evidence shall be provided to the District prior to the commencement of construction on any Premise: A bond issued by a corporate surety authorized to issue surety insurance in California, in a form commonly used for such purposes, in an amount equal to one hundred percent (100%) of the applicable contract price payable under the construction contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of its construction contract with the Provider.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. District shall have no ownership rights in the System. Title to the System shall remain with Provider during the Term unless and until District exercises its option to purchase the System as set forth herein. Notwithstanding that it will be affixed to the Site, the System will not be deemed a part of, or a fixture to, the Premises or any portion of it. The System shall at all times retain the legal status of personal property of Provider (or its operating subcontractor, as applicable) who shall pay any personal property assessments or charges owed on the System. Provider shall assure that all statements for personal property or other taxes applicable to the existence of, or operation of, the System are sent by the taxing authority(ies) directly to Provider. Provider shall at all times keep the System in good operating condition and in compliance with all manufacturer specifications, including periodic maintenance, and shall assure that all warranties remain in effect. Provider shall operate and perform, or cause to be performed, all repairs to, or maintenance of, the System at its sole cost and expense, except to the extent that any necessary repairs result from the negligence or willful misconduct of District. Subject to Section 4.1(a), Provider shall bear all risk of loss with respect to the System, except for losses arising from willful acts or negligence by District or its agents or employees. If the condition, repair or loss of the System are due to the acts or omissions of District or are due to Force Majeure or result in Provider's or the operations and maintenance provider's pursuit of a warranty claim, then Seller shall not be in breach of such obligation to maintain the System while such maintenance, repair or warranty claim are in process. Provider shall be solely responsible for the System's operation and maintenance in compliance with all applicable laws, regulations, codes, and permits.

Provider shall not be responsible for the cost or expense of any maintenance required as a direct result of the District's negligence or willful misconduct. If such repairs to, or maintenance of, the System is required as the result of the negligence or misconduct of District, Provider shall immediately provide District with written notice and supporting documentation of the cause, whether or not the needed repairs/maintenance impact the output of the System, and the estimated cost of such repairs/maintenance. The District shall be provided reasonable opportunity to respond to any such notice and the District shall be provided the opportunity to perform such work, at its cost, with own forces/contractors approved by Provider. If Provider performs repairs/maintenance to the System required as the result of the negligence or willful misconduct of District using a contractor or subcontractor, unless otherwise approved by District, the Provider shall obtain at least two competitive quotations/bids for such work. In the event Provider conducts such repairs/maintenance with its own forces, Provider shall not mark up its labor and materials more than ten percent (10%) of the actual cost. District will promptly reimburse Provider for all costs incurred in connection with repairs to/maintenance of the System that are required as the result of the negligence or willful misconduct of District, and District will pay the Energy Charge for all energy that otherwise would have been delivered by the System but for such repairs or maintenance.

(a) During the Term, if changes to applicable laws or regulations occur that increase the cost to Provider to operate the System or the cost to Provider to comply with such changed laws or regulations, Provider only will be obligated to incur such costs in an amount equal to \$500,000. If the costs described in this Section 4.1(a) exceed \$500,000, Provider and District may negotiate in good faith to allocate the responsibility for such excess costs (including, if agreed to, an adjustment to the Energy Rate (defined in Section 5.2)). However, if Provider and District fail to agree upon the allocation of responsibility for such costs, Provider or District may terminate this Agreement upon sixty (60) days written notice. Following such termination, Provider must remove the System (pursuant to Section 1.2) and reimburse to District all costs actually incurred by District in connection with such termination.

4.2 Tax Returns. District will not take a position on any tax return or in other filings suggesting that it is anything other than a purchaser of the Power Purchase Service, and Provider shall be treated as the Provider of the System for federal and state tax purposes and shall retain title to any tax credits and other benefits associated with Ownership of the System available under federal or state law with respect to the System.

5. DELIVERY OF SERVICES; FEES.

5.1 Purchase and Sale of Energy from System. Provider shall deliver the energy generated by the System to the Point of Delivery set forth in the final plans to be incorporated herein as Exhibit G, and District shall accept delivery at the Point of Delivery, beginning on the Commercial Operation Date until the end of the Term. District will purchase all Power Purchase Services delivered by the System (as well as all energy that could have been delivered but for the actions, omissions, negligence, or willful misconduct of District), whether or not District uses such Power Purchase Services in any consecutive twelve (12) month period during the Term beginning on the Commercial Operation Date (each successive period, a "Guarantee Year"). The System shall interconnect to the electricity grid and will be net metered. Provider shall have

no right to sell Power Purchase Services from the System to anyone other than District, except in the case this Agreement is terminated and the System is removed on the basis of a District Default as provided in Section 11.2. However, the District shall not be restricted from re-selling or otherwise transferring the Energy it has purchased as permitted by applicable law or regulation; provided that such resale or transfer will not impair the value to Provider of any Tax Credits, Environmental Attributes, or Environmental Incentives.

5.2 Energy Charges. The cost to District for the Power Purchase Services, including the price of electrical energy delivered, or deemed delivered, to District ("Energy Charge") will be a dollar amount calculated by multiplying the number of kilowatt hours of electricity delivered, or deemed delivered, to District from the System in a specific period multiplied by the applicable Energy Rate for that period specified in dollars per kilowatt hour, plus other special charges, such as any applicable federal, state and local taxes.

5.3 Billing. Provider shall read each Metering Device at the beginning of each month and send to District an invoice for the Energy Charge ("Invoice") for energy delivered, or deemed delivered, to District during the prior month ("Billing Period"). All Invoices shall show the amount of energy delivered, or deemed delivered, to District, the applicable Energy Rate, any applicable taxes, and the total Energy Charge. Payment of the Energy Charge, made by ACH or wire, is due within thirty (30) days after District's receipt of an Invoice. During the Initial Term, the applicable energy rate ("Energy Rate") shall be \$ 0.101 per kWh, unless otherwise adjusted pursuant to Section 1.4(i) or Section 4.1(a) of this Agreement.

Provider shall maintain records of all such Invoices and supporting documentation during the term of this Agreement and at least four (4) years following any termination of this Agreement. Provider shall make copies of all such records available to the District upon request. The District reserves the right, at its cost, to independently audit any such records at any time in its sole discretion.

5.4 Disputed Payments. In the event of a good-faith dispute between the Parties as to the Energy Charge charged to District for any Billing Period, District shall pay the undisputed portion of the Energy Charge pursuant to the terms of this Agreement, notwithstanding such dispute. The Parties shall attempt in good faith to resolve the disputed portions pursuant to Section 12. Upon resolution of the dispute, any further payments or credits due as a result of the resolution of a dispute shall be payable/credited within five (5) business days of such resolution; any payment/credit not so made will bear interest from the date payment/credit was originally required at the lesser of the currently prevailing rate of interest (as published in the Wall Street Journal) or the maximum amount permitted by law.

5.5 Environmental Attributes. District's purchase of the Power Purchase Services pursuant to this Agreement does not include any entitlement to Environmental Attributes or Environmental Incentives, Tax Credits, or other attributes or benefits of ownership of the System. All Environmental Attributes and Environmental Incentives, as well as all Tax Credits and other attributes and benefits, shall be retained by Provider, and may be used or disposed of by Provider in its sole discretion. For the purposes hereof, the term "Environmental Attributes" means any and all marketable environmental attributes or renewable energy credits, including

but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, provided that in no event will the foregoing sever, erode or affect District's right, title and interest in and to the Premises.

5.6 Risk of Loss. As between the Parties, Provider shall be deemed to have exclusive control of (and shall be responsible for any property damage or injuries caused by) the System and the electricity generated up to and including Point of Delivery. Provider shall bear all risk of loss or damage to the System whatsoever, except to the extent resulting from the willful misconduct or negligence of District. Provider shall be required to carry the casualty and property insurance, as required under this Agreement.

5.7 Sale Only to District. In no event shall Provider sell directly, or be deemed to have sold directly, Power Purchase Services generated by the System to any person or entity other than District, except in the case this Agreement is terminated and the System is removed on the basis of a District Default as provided in Section 11.2. In the event that the District's need for Power Purchase Services is reduced at any time during the Term of this Agreement, the Parties acknowledge and agree that the District shall remain obligated to pay the Energy Charges for all Power Purchase Services delivered to the District at the Point of Delivery, subject to any amendments or modifications made pursuant to Section 19.4. The Parties further acknowledge and agree that, in such instance, the treatment of such delivered Power Purchase Services shall be determined by arrangements between District and the Local Provider (which arrangements are typically referred to as "Net Metering") and the District shall not be restricted from re-selling or otherwise transferring the Power Purchase Services it has purchased as permitted by applicable law or regulation; provided that such resale or transfer will not impair the value to Provider of any Tax Credits, Environmental Attributes, or Environmental Incentives.

5.8 Output Requirements. Provider shall ensure that all Power Purchase Services generated by the System conforms to all applicable laws and regulations as well as any Local Provider specifications governing the delivery of the Power Purchase Services from the System to the District and its interconnections to the Local Provider's distribution system, which shall include as applicable, the installation of proper power conditioning equipment, protection relays, automated 3-way gas switch, and all other required safety equipment, submittal of necessary specifications, coordination of testing and verification with the Local Provider, and all related costs. Provider shall be solely responsible for the delivery of Power Purchase Services to the Point of Delivery set forth in the final plans to be incorporated herein as Exhibit G. As applicable, Provider shall be responsible for all necessary metering and the maintenance of the metering used to track the delivery of Power Purchase Services to District. Prior to the Commercial Operation Date, Provider shall use commercially-reasonable efforts to cause the Local Provider to design, procure, construct, install, test, commission and sign off on all required distribution system upgrades, and District-side interconnection facilities; however, the cost to implement any upgrades to the electrical infrastructure owned by District will be the responsibility of District. Except as contemplated by this Agreement to connect to the System at the Point of Delivery and a \$300,000 allowance for utility upgrades associated with the Renewable Energy Self-Generation Bill Credit Transfer ("RES-BCT") program, the District shall have no further obligation to complete additional upgrades to its electrical system.

5.9 Output Guarantee. As part of the Power Purchase Services provided to District under this Agreement, Provider guarantees that, subject to the adjustments described in Section 5.10 and Section 5.11, during each successive Guarantee Year, the System will generate an amount of Power Purchase Services (as measured in kWh (AC)) equal to at least ninety-five percent (95%) (the "Guarantee Level") of the Power Purchase Services that Provider estimates the System will generate for that Guarantee Year (as set forth in attached Exhibit H, the "Expected Energy"). If, during any Guarantee Year, the amount of Power Purchase Services generated by the System (as measured pursuant to Section 5.11, the "Actual Generation") is less than the Guarantee Level, then, pursuant to Section 5.13, Provider will pay to District liquidated damages in the amount described in Section 5.12 (the "Guarantee Payment"). The Guaranty Payment represents a reasonable approximation of the damages that District will suffer if the System fails to generate the Guarantee Level and does not constitute a penalty or a guaranty of savings by District relative to electricity purchased from the Local Provider. Moreover, the Guarantee Payment constitutes District's sole remedy, and Provider's sole obligation, with respect to any failure by the System to generate the Guarantee Level.

5.10 Adjustments to Expected Energy. The Expected Energy for the System (as set forth in attached Exhibit H), is subject to the following adjustments:

5.10.1 Expected Energy will be reduced by an amount equal to the amount of Energy that the System would have generated but for a Force Majeure Event;

5.10.2 Expected Energy will be reduced by an amount equal to the amount of Energy that the System would have generated but for a failure in the Local Provider utility network prevented energy from being evacuated from the System (including interconnection or transmission utilities providing interconnection or transmission facilities to the System);

5.10.3 Expected Energy will be reduced by an amount equal to the amount of Energy that the System would have generated but for a fluctuation in the Local Provider utility network parameters (for example, a frequency or voltage variation) which disconnects the inverters or the System from the utility network and prevents energy from being evacuated from the System;

5.10.4 Expected Energy will be reduced by an amount equal to the amount of Energy that the System would have generated but for equipment or System outage hours that are the result of warranty claims that despite the diligent efforts of Provider, are not proceeding on a timely and favorable basis or the repair or replacement of the item under the warranty is expected to require significant downtime;

5.10.5 Subject to Section 6.9, Expected Energy will be reduced by an amount equal to the amount of Energy that the System would have generated during any period of District-caused outage (including any outages in connection with Section 6.8); and

5.10.6 Expected Energy will be reduced to account for any change in the conditions at or near the Site that causes the insolation available to the System to be reduced

below the amounts set forth in attached Exhibit J (Typical Monthly Solar Insolation), or causes increased soiling.

5.11 Measurement of Actual Generation.

5.11.1 Initial Output Data Collection. During the Term, Provider will collect Power Purchase Services output data using its Data Acquisition System ("DAS"). For each Guarantee Year, Provider will total the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Year. Provider shall maintain records of all such Actual Generation data and supporting documentation during the Term of this Agreement and at least four (4) years following any termination of this Agreement. Provider shall make copies of all such records available to the District upon request. The District reserves the right, at its cost, to independently audit any such records at any time in its sole discretion.

5.11.2 Equipment Calibration and Replacement. Provider may have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty (30) months. Provider shall notify the District of the scheduled calibration date and time no less than 30 business days prior, and shall provide the District written proof of calibration or replacement.

5.11.3 Contingency for Equipment Failure. In the event of hardware, communication, or other failure affecting the DAS, Provider will resolve and remedy the equipment failure in a timely manner, consistent with this Section 5.11. Only in the event that DAS data is lost, then the Actual Generation for the System shall be adjusted to compensate for such lost data as follows:

(i) In lieu of lost meteorological data, Provider will utilize such data obtained from a nearby meteorological station that Provider monitors and selects for such purpose with the District's concurrence.

(ii) In lieu of lost Power Purchase Services data, Provider will utilize the cumulative data from System meter readings to calculate the Power Purchase Services generated by the System during the missing interval.

5.11.4 In the event that data from the System meter is inaccurate or missing, Provider will simulate Power Purchase Services production during the missing interval utilizing measured meteorological data and PVSIm. The simulated Power Purchase Services production during the missing interval will be added to the Actual Generation for the System for the subject Guarantee Year. For purposes of this Section 5.11, the following definitions apply:

"PVSIm" means the software program utilized by Provider to predict the amount of Energy that the System will produce in an average year which currently has the following characteristics: (1) based on PVFORM, the photovoltaic simulation software produced by Sandia National Laboratories and the U.S. Department of Energy, (2) all photovoltaic characteristics are modeled, (3) all ancillary array

losses are taken into account and (4) PVSIM simulations use either measured data or typical meteorological year files from Meteonorm and NREL.

“SEMMY” or Simulated Energy in a Measured Meteorological Year, means, with respect to any Guarantee Year, Year 1 AC Energy output of the System simulated by PVSIM using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used in calculating SETMY.

“SETMY” or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy output of the System simulated by PVSIM using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.

5.12 Guarantee Calculations and Deficit. For each Guarantee Year during the Term, within thirty (30) business days after the end of such Guarantee Year, Provider shall perform the following calculation, and shall deliver to District a copy of the data and information supporting Provider’s calculation: (Expected Energy (as adjusted pursuant to Section 5.10) x Guaranteed Level x Weather Adjustment) - Actual Generation.

For the purpose of performing the preceding calculation, “Weather Adjustment” means the ratio of Simulated Energy in a Measured Meteorological Year (SEMMY): Simulated Energy for a Typical Meteorological Year (SETMY) as those terms are defined and described in Section 5.11.4 above.

If such calculation results in an amount that is greater than zero, such amount will constitute a Guarantee Year Deficit for which Provider will compensate District pursuant to Section 5.13 below.

5.13 Guarantee Payment and True-up Period. At the end of each Guarantee-Year during the Term (the “True-up Period”), Provider will calculate the Guarantee Year Deficit that accrued during that True-up Period. Such amount—which represents the number of kWh (AC) of Energy, guaranteed by Provider, that the System failed to generate—will be multiplied by the applicable Avoided Energy Price set forth in attached Exhibit I to calculate the Guarantee Payment owed by Provider to District for that True-up Period. Provider shall pay such Guarantee Payment amount to District within thirty (30) business days after providing its calculations to District. If, for three consecutive years during the Term, the Actual Generation for the System (as adjusted pursuant to Section 5.11) is an amount of Energy equal to less than fifty percent (50%) of the applicable Expected Energy set for in attached Exhibit H (as adjusted pursuant to Section 5.10), District may terminate this Agreement. If District terminates pursuant to this Section 5.13, once Provider has paid all Guaranteed Payments that have accrued as of the date of such termination and removed the System (at Provider’s cost, pursuant to Section 1.2), neither party will have any liability to the other under this Agreement.

6. OPERATIONS AND MAINTENANCE.

6.1 Operations & Maintenance Services. Subject to Section 4.1, Provider shall be responsible for performing, or causing to be performed, all operation, repair, maintenance and monitoring services for the System during the Term. At all times, Provider shall promptly provide District with all information, data, and/or records reasonably requested relating to the operation, use, or any other matter relating to the System, subject, however, to any confidentiality requirements set forth herein. Provider shall be permitted, upon mutual written agreement, to re-baseline, recalibrate and otherwise make modifications to the System, including, but not limited to, adding modular components such as additional inverters.

6.2 RESERVED.

6.3 District Security Obligations. District shall take reasonable precautions to protect the System from vandalism. For the avoidance of doubt, District is not responsible for maintaining the System or any other equipment installed by Provider within the Site. District will properly maintain, pay for and provide access to the necessary phone, computer, or other communication lines necessary to permit Provider to record the electrical output of the System for the entire Term.

6.4 District Rights to Premises. District further represents, warrants and covenants that it has fee title to the Premises, and that District has the requisite power and authority to grant to Provider the access to the Premises contemplated under the Easement Agreement and to perform its obligations under this Agreement and the Easement Agreement, and for Provider to take the actions with respect to the Premises contemplated in this Agreement.

6.5 Suspension of Service. Provider shall be entitled to reasonably suspend delivery of Power Purchase Services to the Premises for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement, provided that, other than suspensions of service that result from reasons outside of Provider's control, it does not result in a loss of service for more than twenty (20) consecutive days during any year during the Term. Provider shall ensure that any suspension in the delivery of the Power Purchase Services to District shall not cause an interruption of electricity service to the Premises supplied by the Local Provider. However, no such suspension shall result in a reduction Provider's Output Guarantee obligations, except as permitted by Section 5.10.

6.6 Notifications of Malfunctions and Emergencies. Each Party shall notify the other as soon as reasonably practicable following the discovery by it of any material malfunction of the System or interruption in the supply of Power Purchase Services from the System ("System Emergency"). Each Party shall designate and advise the other Party in writing of personnel to be notified in the event of a System Emergency.

6.7 Structural Damage to Site Premises. Subject to this Agreement, except to the extent resulting from the negligence or willful misconduct of District, Provider shall be liable for any damage caused by Provider's negligent operation or maintenance of the System, or Provider's negligent use of the Premises hereunder, including, without limitation, any damage to the Premises, damage to property, or injury to persons. Provider shall, within fifteen (15) days from receiving notice of any such damage, commence all repairs. In the event Provider does not

complete the repairs within thirty (30) days of receiving such notice, District shall have a right to make all repairs to the Premises, and, within ten (10) days after presentation by District to Provider of supporting documentation describing the work performed and the cost thereof, Provider shall reimburse District for all costs related thereto actually incurred by District. However, if the time to make such repairs reasonably is expected to exceed thirty (30) days, the Parties may mutually agree in writing to extend the time allowed for Provider to complete such repairs.

6.8 Permanent Shutdown of the System. If, during the Term and for reasons other than a Force Majeure or a breach of covenant, negligence or misconduct by the Provider or its agents or employees, the System is permanently shut down due to renovation, damage, destruction or closure of the Premises caused by the negligence or misconduct of the District, Provider shall be entitled to the following, as applicable:

(a) Within ninety (90) days after a permanent shutdown of the System, District shall provide written notice to Provider indicating whether or not District intends to restore operation of the Premises or whether relocation of the System will be pursued. If District (i) fails to provide written notice to Provider within such ninety (90)-day period, (ii) elects not, pursuant to subsection (b) below, to restore operation of the Premises or, pursuant to subsection (c) below, to relocate the System, or (iii) elects, pursuant to subsection (c) below, to relocate the System but the Parties are unable to agree upon an alternate Site within ninety (90) days, then Provider may declare the District in default of its obligations under this Agreement, terminate this Agreement in accordance with Section 11 below, remove the System, at District's cost, and District shall pay to Provider the then-applicable Termination Value (as set forth in attached Exhibit K).

(b) If, within the ninety (90)-day period described in clause (a) above, District elects to restore operation of the Premises, District shall pay the Energy Rate for each kWh of energy that the System would have delivered from the date that the System is permanently shut down until the date that the System begins delivering Energy after such shut down.

(c) If, within the ninety (90)-day period described in clause (a) above, District elects to negotiate with Provider to relocate the System to an alternative location—and such alternate location possesses, in the reasonable discretion of Provider, insolation, Environmental Attributes, Environmental Incentives, tax benefits, and site conditions substantially similar to those at the original location— then District shall pay the costs associated with the removal and relocation of the System, as well as the Environmental Attributes, Financial Incentives, and Energy Rate for each kWh of energy that the System would have delivered but for such removal and relocation (from the date that the System is permanently shut down until the date that the System begins delivering Energy to the new Point of Delivery), and this Agreement will remain in effect (subject to required amendments related to this Agreement and the Easement Agreement required in connection with such relocation).

6.9 Outages. Each calendar year during the Term, District will be permitted, without penalty, to cause the System to be offline for up to twenty-four (24) daylight hours by providing written notice to Provider at least forty-eight (48) hours (except in the event of emergency) before causing the System to be offline (the "Permitted Outages").

(a) During any period of Permitted Outage, District will not be obligated to accept—and, if not accepted, pay for—Energy generated by the System.

(b) For any hour in excess of the Permitted Outages that the System is offline as the result of the actions, omissions, negligence, or willful misconduct of District, District will be obligated to pay, pursuant to Article 5, the Energy Charge associated with the Energy that the System otherwise would have delivered but for such District-caused outage.

(c) For the purposes of calculating amounts owed by District pursuant to subsection (b) above, the deemed Energy for such outage period will be calculated as follows:

(i) For any District-caused outage occurring in Guarantee Year 1, the amount payable by District would be equal to the product of the following calculation:

Energy Rate x (the Deemed Lost Energy for the relevant outage period).

(ii) For any District-caused outage occurring in any Guarantee Year after Guarantee Year 1, the amount payable by District would be equal to the product of the following calculation:

Energy Rate x (the Deemed Lost Energy for the relevant outage period) x (an annual production degradation factor reflecting a 0.25% per year degradation rate).

(d) For purposes of subclauses (c)(i) and (c)(ii) above, “Deemed Lost Energy” means the Energy that the System would have generated during the outage period as determined by reference to the amounts set forth in the Typical Monthly AC Energy (kWh) column set forth in Exhibit J for the relevant months in which the outage occurs (pro-rated for any partial months).

7. GENERAL COVENANTS.

7.1 Provider’s Covenants. As a material inducement to District’s execution and delivery of this Agreement, Provider covenants and agrees to the following:

(a) Health and Safety. Provider shall strictly comply with all applicable laws, statutes, rules, regulations and ordinances for the Premises (if any), including those contained with the Easement Agreement .

(b) Notice of Damage. Provider shall immediately notify District of any matters it is aware of pertaining to any actual or potential damage to or loss of the use of the System or the Premises or that could reasonably be expected to adversely affect the System (or the operation of the System) or the Premises.

(c) Liens. Provider shall not cause, create, incur, assume or suffer to exist any liens (other than those temporary liens that automatically arise as a matter of law) on or with respect to the Site, the Premises or any other District interest therein, except as permitted under Article 13. If Provider breaches its obligations under this Section, it shall promptly cause any liens to be discharged and released of record without cost to District.

(d) District's Reservation of Rights. Provider shall not inhibit District from access to the Site, or operate the System in a manner that interferes with District's educational operations on the Site.

7.2 District's Covenants. As a material inducement to Provider's execution and delivery of this Agreement, District covenants and agrees that it shall not alter, repair, modify or otherwise tamper or interfere with the System without the prior written consent of Provider. District will maintain an interconnection agreement with the Local Provider, comply with its obligation under the Easement Agreement, and cooperate in a reasonable manner to enable Provider to execute and perform its obligations under the Agreement.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority and has taken all requisite corporate or other action to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has the financial resources necessary to perform its obligations under this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other governmental authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) Neither the execution and delivery of this Agreement by such Party nor the performance by such Party of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which such Party is a party or by which such Party is bound.

8.2 Provider's Warranties. Provider represents and warrants the following:

(a) Quality of Services. Provider's obligations under this Agreement will be performed in a diligent and professional manner, in accordance with the highest industry standards, by qualified workers experienced in performing the type of work specified herein.

(b) In Accordance with the Agreement. Provider's obligations under this Agreement shall be performed strictly in accordance with the requirements of the Agreement.

(c) In Accordance with the Law. Provider's obligations under this Agreement shall be performed strictly in accordance with all laws, statutes, rules, regulations and ordinances for the Premises (if any) that apply to the Provider's performance under this Agreement, including those contained in the Easement Agreement .

(d) Permits. Subject to Section 3.6 and Section 4.1(a), Provider has and shall maintain all necessary permits and certifications required by any governmental authority to perform its obligation under this Agreement; any such permits, governmental approvals and certifications will be maintained current and valid throughout the Term hereof.

(e) Intellectual Property. Provider is the lawful Provider or licensee of all intellectual property used by Provider in the performance of its obligations under this Agreement. With respect to any application or hosted software that Provider uses in performing its obligations under this Agreement ("Software"), Provider warrants that: (a) Provider is the lawful Provider or licensee of all Software and, if required, has the right to license District to use it; and (b) all Software is free of any defect or computer virus that could impact District and will function in accordance with its specifications.

(f) Third Party. Provider's performance of its obligations under this Agreement will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

9. TAXES AND GOVERNMENTAL FEES.

Provider shall be responsible for paying and remitting all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed by a governmental authority against it due to its ownership of the System. If a tax is imposed upon District related to the improvement of real property by the existence of the System on the Premises, Provider shall reimburse District for such tax. The District shall not have any responsibility for any tax, levy, or other governmental fee, except for sales, use, excise, ad valorem, transfer and other similar taxes ("Transfer Taxes") imposed upon the purchase of electricity or as expressly set forth in this Agreement. The Parties expressly acknowledge and agree that no such Transfer Taxes are applicable to this Agreement as of the date of this Agreement, but this provision shall govern any such future Transfer Taxes which may become applicable.

10. FORCE MAJEURE.

10.1 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. The Party affected by an event of Force Majeure shall (a) as soon as practicable after occurrence of the claimed Force Majeure event, notify the other Party in writing of the existence and nature of the Force Majeure Event, (b) promptly exercise all reasonable efforts necessary to minimize impact on the respective obligations of the Parties caused by such Force Majeure Event, (c) promptly notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (d) resume performance of its obligations hereunder as soon as practicable thereafter. For the purposes hereof, a "Force Majeure Event" means the failure or interruption of the production, delivery, or acceptance of Power Purchase Services resulting from any of the following events to the extent not caused by the Party claiming a Force Majeure Event: (a) war, riot, acts of a public enemy, insurrection, acts of terrorism, or civil disturbance; and (b) acts of God, including but not limited to storms, flood, lightening, earthquake, hailstorms, ice storms, tornados, hurricanes, landslides, fires (whether deliberately set or otherwise); (c) suspension of operation of the System or the inability to generate or deliver Energy that is caused by any legislative, administrative, or executive action or any regulation, order, or requisition of the Local Provider, the California Public Utilities Commission, or any other government entity; and (d) limited access to the Site due to labor disturbance or investigations by policing authorities.

10.2 Consequence of Force Majeure Event; Destruction of System. If a Force Majeure Event occurs and continues for three-hundred sixty -five (365) consecutive days, either Party may terminate this Agreement by providing thirty (30) days' written notice to the other Party. If this Agreement is terminated pursuant to this Section 10.2, Provider will remove the System at its cost (pursuant to Section 1.2), and, thereafter, neither Party will be liable to the other Party under this Agreement (except in connection with obligations or liabilities that, as expressly stated herein, survive termination).

If a System is substantially damaged or destroyed by a Force Majeure Event or is subject to a condemnation/eminent domain action, Provider may elect, in its discretion and upon written notice to District given within ten (10) days after such substantial damage, destruction, or commencement of such condemnation/eminent domain action, to repair or replace the System and upon commencement of operation of the System all terms and conditions of this Agreement shall remain in effect, including the remaining Term of this Agreement.

Alternatively, if the System is substantially damaged or destroyed by a Force Majeure Event, or condemnation/eminent domain action, Provider or District may, by providing written notice to the other within thirty (30) days, terminate this Agreement without fault or liability to the other. Provider shall, after either giving or receiving notice of termination pursuant to this Section 10.2, remove the System at its cost (pursuant to Section 1.2). Any proceeds related solely to the value of the System that are received by either Party in connection with any condemnation or eminent domain action, as well as any insurance proceeds related thereto, will belong to Provider.

11. DEFAULT.

11.1 Provider Defaults and District Remedies. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

(a) A breach by Provider of a material term of this Agreement or the Easement Agreement that remains uncured for thirty (30) days after District provided Provider with notice of a breach by Provider that by its nature may not be cured; provided, however, that Provider and District may mutually agree in writing to extend such cure period if Provider has commenced actions to cure and diligently pursued such actions; or

(b) If any representation or warranty of Provider proves at any time to have been incorrect in any material respect when made and remains uncured for thirty (30) days after District provided Provider with notice of a breach by Provider that by its nature may not be cured; provided, however, that Provider and District may mutually agree in writing to extend such cure period if Provider has commenced actions to cure and diligently pursued such actions.

In the event of a Provider Default, District may, in addition to any other remedy available at law or in equity, immediately terminate this Agreement pursuant to Section 1.3(a) above, and Provider shall remove the System (at its cost, pursuant to Section 1.2).

11.2 District Defaults and Provider Remedies. The occurrence of any of the following events shall be deemed a "District Default" for purposes of this Agreement:

(a) District breaches any material term of this Agreement or the Easement Agreement and such breach remains uncured for thirty (30) days after Provider provided District with notice of a breach by District that by its nature may not be cured; provided, however, that Provider and District may mutually agree in writing to extend such cure period if District has commenced actions to cure and diligently pursued such actions; provided however, that no cure period shall apply to Access Rights Breaches;

(b) If any representation or warranty of District proves at any time to have been incorrect in any material respect when made;

(c) District fails to pay Provider any amount owing to Provider under this Agreement, including any Energy Charge, within thirty (30) days of receiving written notice from Provider that such undisputed amount is past due; or

(d) District causes overshadowing of the System, or otherwise reduces the insolation available to the System by an amount greater than ten percent (10%) of the applicable amount set forth in attached Exhibit J, and such overshadowing or reduction in insolation remains uncured for thirty (30) days after Provider provided District with notice of such overshadowing or reduced insolation, by its nature, may not be cured; provided, however, that Provider and District may mutually agree in writing to extend such cure period if District has commenced actions to cure and diligently pursued such actions.

In the event of a District Default, Provider may, in addition to any other remedy available at law or in equity, terminate this Agreement and remove the System at District's cost, and,

pursuant to Section 1.4, District shall pay the then-applicable Termination Value set forth in attached Exhibit K. The Parties agree that actual damages to Provider in the event this Agreement terminates prior to the expiration of the Term for causes attributable to District would be difficult to ascertain, and the applicable Termination Value is a reasonable approximation of the damages suffered by Provider as a result of early termination of this Agreement.

11.3 No Consequential Damages. Except for the indemnification and confidentiality obligations of Provider and District under this Agreement, neither Provider nor District will be liable to the other under this Agreement for lost profits, lost revenues, lost business, or any other special, indirect, consequential, or punitive damages. Notwithstanding the payment of Termination Value, the Parties hereby acknowledge and agree that neither Party shall be liable to the other for an amount more than the total amount of this Agreement.

12. DISPUTE RESOLUTION.

The Parties agree to make a good-faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related to this Agreement ("Dispute"). In the event of any Dispute, either Party shall give notice of the Dispute to the other Party. In the event a Party Disputes all or a portion of an invoice or other payment, the disputing Party shall timely pay any undisputed portion of such amount due. The Parties shall first use good-faith, reasonable, diligent efforts to negotiate and informally resolve the Dispute within ninety (90) days from the date of such notice. If the Parties do not resolve their Dispute within ninety (90) days of notice, then the Parties may, upon mutual written agreement, submit to mediation before a mutually agreed upon mediator. In the event the Dispute is not resolved through mediation, the Parties may pursue their legal rights through any other legally permissible means. Venue shall be in Yuba County, California.

13. ASSIGNMENT OR TRANSFER.

13.1 Except as provided in Sections 13.2 and 13.3 below, this Agreement may not be assigned, conveyed, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees. Any prohibited assignment is void.

13.2 Provider's Rights.

(a) Notwithstanding anything to the contrary in Section 13.1, Provider may subcontract any of the terms or obligations under this Agreement provided that Provider remains liable for the performance of such obligations at all times. District acknowledges and agrees that Provider intends to subcontract certain of its rights and obligations under this Agreement, including relating to construction, installation, testing, operation and maintenance, and its rights under the Easement Agreement for such purposes, provided, however, that each such subcontractor agrees to be bound by the obligations of Provider pursuant to this Agreement and Provider remains liable for the performance of such obligations at all times; District hereby consents to such subcontracting. Provider shall be entitled to, and is hereby authorized to, file

one or more precautionary UCC Financing Statements, fixture filings, or other filings, as applicable, in such jurisdictions as it deems appropriate with respect to the System or the Easement Agreement in order to protect its rights in the System and under this Agreement, provided, however, in no event shall Provider be permitted to make any filings that would be an encumbrance on title to the real property on which the System is situated.

(b) By providing advance, written notice to District, Provider may, without consent of District, transfer, assign, sell, pledge, or grant security interests in its rights, title, and interest in this Agreement (including its rights and interests under the Easement Agreement and its rights to any monies due under this Agreement) in connection with any financing related to the ownership, acquisition, construction, operation, or use of the System. In the event Provider seeks to arrange such financings, District shall cooperate by providing written acknowledgements and consents, provided that doing so does not impose any obligation, cost or financial burden on District and provided that doing so does not create an encumbrance on District's interest in the Premises.

(c) By providing advance, written notice to District, Provider may, without consent of District, transfer, assign, or sell its rights, title, and interest in this Agreement (including its rights and interests under the Easement Agreement and its rights to any monies due under this Agreement) to any wholly-owned subsidiary of SunPower Corporation.

13.3 District's Rights.

Except as to a legally mandated transfer to another educational entity successor, the District may not assign its rights and interests in and to this Agreement to any successor Provider or person lawfully occupying the Premises with a credit rating lower than that of District, without first obtaining written consent from Provider—which consent may not unreasonably be conditioned, delayed, or withheld—or providing matching credit support in the form of cash, letter(s) of credit, or other security that is reasonably acceptable to Provider, and, provided that any such assignee shall agree in writing to be bound by the terms of this Agreement. Any assignment or transfer of its interests under this Agreement by District that is not explicitly permitted under this Section 13.3 shall be void *ab initio*.

14. **CONFIDENTIALITY.**

14.1 Confidential Information. Any financial, statistical, personal, technical and other data and information relating to a Party's operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including but not limited to the California Public Records Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information, which is known to a receiving Party from other sources, which is otherwise a public record or publicly available or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

14.2 Disclosure. Except as required by the California Public Records Act, or as otherwise identified above, neither Party shall make any disclosure of any confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties' financing sources, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party's shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit District from complying with applicable law regarding disclosure of information, including but not limited to the California Public Records Act.

15. INDEMNIFICATION AND LIEN WAIVER.

15.1 Each Party shall defend, indemnify and hold harmless (the "Indemnifying Party") the other Party, its successors and assigns and their respective directors, officers, members, shareholders, contractors and employees (collectively, the "Indemnified Parties") from and against any and all Losses incurred by the Indemnified Parties to the extent caused by the following: (i) any breach by a Party of its representations, warranties, or obligations under this Agreement, (ii) any claim asserted by a third party, including, but not limited to, any claim for injury to or death of any person or loss or damage to property, due to the acts or omissions of the Indemnifying Party (or its contractors, agents or employees) or with respect to Provider, Provider shall defend, indemnify and hold harmless District for any injury, death or property damage resulting from the failure or improper maintenance and operation of any equipment of the Provider; (iii) with respect to the Provider and subject to Section 4.1, Provider shall defend, indemnify and hold harmless District for any failure to comply with the terms of laws, permits or approvals applicable to the System; and (iv) with respect to Provider, Provider shall defend, indemnify and hold harmless District for any claim that the System infringes on the intellectual property rights of any third party. The Parties shall not, however, be required to reimburse or indemnify any Indemnified Party for any Loss to the extent such Loss is caused by the negligence or willful misconduct of any Indemnified Party. For the purposes hereof, the term "Loss" means any penalties, regulatory fines, obligations, damages, losses, liabilities, payments, costs and expenses. The provisions of this Section 15.1 shall survive the expiration or termination of this Agreement.

16. INSURANCE.

Provider, at its own expense, shall provide and maintain insurance coverage during the Term of the Agreement that conforms in all material respects with the insurance requirements of District as set forth on Exhibit D.

17. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, overnight courier service or e-mail (which e-mail shall state in bold, capital letters in the reference line that this is an official notice

provided under Section 17 of this Agreement and such e- mail is confirmed by the recipient) during Provider's and District's regular business hours, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District:

Marysville Joint Unified School District
Attn: Mike Hodson
1919 B Street
Marysville, CA 95901
Email: mhodson@mjud.k12.ca.us

If to Provider:

Solar Star Marysville, LLC
c/o SunPower Corporation
1414 Harbour Way South, Suite 1901
Richmond, CA 94804
Attn: Contracts Administration

18. CONTRACT DOCUMENTS.

The Contract Documents, which include this Agreement and all exhibits and attachments hereto, are complementary and are intended to include all items required for the proper execution and completion of each Party's obligations under this Agreement. All Contract Documents establish the Agreement between the Parties. If the terms of any of the Contract Documents conflict, this Agreement shall control.

19. MISCELLANEOUS.

19.1 Integration; Exhibits. This Agreement, together with any exhibits and attachments hereto, constitutes the entire agreement and understanding between Provider and District with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect.

19.2 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or District shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

19.3 Limited Effect of Waiver. The failure of Provider or District to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

19.4 Changes and Modifications to the Agreement. Any modification, alteration or change to this Agreement shall be made only by written amendments executed by the Parties.

19.5 Governing Law Provision. The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to conflicts of law principles. Each Party irrevocably agrees that, subject to Section 12, any legal action, suit or proceeding brought by it that in any way arises out of the Agreement ("Proceeding") must be litigated exclusively in the State of California, County of Yuba except on an appeal that by its nature must occur outside the State of California.

19.6 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

19.7 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and District and their respective permitted successors and assigns.

19.8 Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive.

19.9 No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

19.10 No Third- Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

19.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which may be delivered by facsimile transmission or electronically in PDF format and each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

19.12 Equal Employment Opportunity. In connection with carrying out its obligations under this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Provider shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Provider will comply with the Affirmative Action Policy of District which was attached to the proposal submitted by Provider to District.

19.13 Service Contract. The District and Provider intend for this Agreement to constitute a “Service Contract” within the meaning of Section 7701 (e) of the Internal Revenue Code of 1986.

19.14 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Provider to dedicate its property to public use or subject itself to regulation as a “public utility” (as defined in the California Public Utilities Code or any other Applicable Law).

19.15 No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, affiliated company, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

[Signature Page Follows]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and District have executed this Agreement as of the Effective Date.

DISTRICT:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name: Michael Hodson
Title: Assistant Superintendent of Business Services

Date: _____

PROVIDER:

SOLAR STAR MARYSVILLE, LLC

By: SunPower AssetCo, LLC

Its sole member

By: _____

Name: Nam Nguyen
Title: EVP, Commercial

Date: _____

[Signature Page to PPA]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and District have executed this Agreement as of the Effective Date.

DISTRICT:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____

Name: Michael Hodson
Title: Assistant Superintendent of Business Services

Date: _____

PROVIDER:

SOLAR STAR MARYSVILLE, LLC

By: SunPower AssetCo, LLC

Its sole member

By: _____

Name: Nam Nguyen
Title: EVP, Commercial

Date: _____

[Signature Page to PPA]

EXHIBIT A

DESCRIPTION OF SITE 1

Site Name: Marysville High School

Site Address: 12 E. 18th Street, Marysville, CA 95901

Description of Systems: 295.8 kWDC system consisting of solar PV carports located as shown in the provided Tier 1 array layout.

Description of Electrical Facility: The electrical point of interconnection as shown in the provided Tier 1 array layout.

Summary of Twelve Months of Utility Bills: 499,248 kWh

Site Exposure: 110 MPH Wind Zone, Category II, Exposure C

Satellite Picture of Property:



76



DESCRIPTION OF SITE 2

Site Name: Lindhurst High School

Site Address: 4446 Olive Ave., Olivehurst, CA 95961

Description of Systems: 345.0 kWDC system consisting of solar PV Ground Fixed Tilt located behind an enclosed fence and as shown in the provided Tier 1 array layout.

Description of Electrical Facility: The electrical point of interconnection as shown in the provided Tier 1 array layout.

Summary of Twelve Months of Utility Bills: 1,519,461 kWh

Site Exposure: 110 MPH Wind Zone, Category II, Exposure C

Satellite Picture of Property:





TIER 1

SUNPOWER
1414 SHARDLURE HWY SOUTH
PERDUEHOL, GA 30564 USA
(878) 844-0000

DESCRIPTION OF SITE 3

Site Name: Foothill Intermediate School

Site Address: 5351 Fruitland Rd, Marysville, CA 95901

Description of Systems: 1,487.7 kWDC system consisting of solar PV Single-Axis Tracker located behind an enclosed fence and as shown in the provided Tier 1 array layout.

Description of Electrical Facility: The electrical point of interconnection as shown in the provided Tier 1 array layout.

Summary of Twelve Months of Utility Bills: 4,500,336 kWh, across 11 sites: Foothill Intermediate, Edgewater Elementary, McKenney Intermediate, Marysville HS Gym, District Admin Office, Kynoch Elementary, Linda Elementary, Yuba Feather Elementary, Arboga Elementary, Ella Elementary, and Yuba Gardens School.

Site Exposure: 110 MPH Wind Zone, Category II, Exposure C

Satellite Picture of Property:

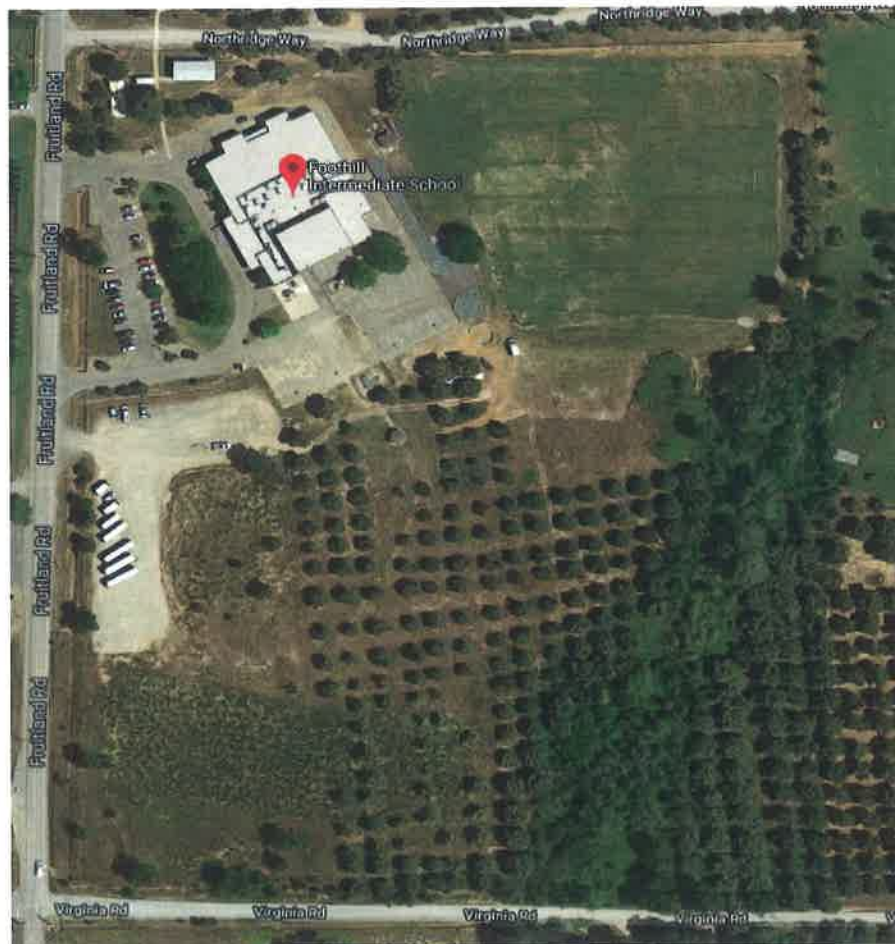


EXHIBIT B

SYSTEM SPECIFICATIONS

(Additional Descriptions to be added once designs are completed)

The following are the standard assumptions made by the Provider regarding the existing condition at the Site, including but not limited to the building roof, building structure, ground conditions, electrical system including panels, inverter installation location and security fencing. Provider shall be responsible for verifying all such assumptions as described/directed below. The System Specifications and assumptions set forth below are further described in the Provider's proposals to the District dated February 14, 2018. each as attached hereto and incorporated herein for reference purposes (each a "Provider Proposal"); provided that, in the event of any conflict between any Provider Proposals, the later Provider Proposal shall control unless otherwise mutually agreed by the Parties in writing. Each Provider Proposal is incorporated solely for the purpose of providing reference information for the technical components/specifications of the System. Accordingly, in the event of any conflict between the Provider Proposals and this Agreement, this Agreement shall control unless otherwise mutually agreed by the Parties in writing.

System Sizes: 295.8 kWDC, 345.0 kWDC, and 1,487.7 kWDC

System Type: SunPower Helix Carport, Ground Fixed Tilt, and Oasis 3 Tracker

System Components: Modules, mechanical attachment assemblies, support structures, DC wiring, DC-AC string inverters, data acquisition system, and interconnection related equipment on the Customer side of the meter, including panel circuit breakers, utility lockable disconnect switches, NGO metering, conduit, and wiring. Metal materials are galvanized or non-corrosive; conduit is EMT with compression fittings for above-ground installations, and schedule 40 PVC for below-ground installations.

Standard system assumes the following conditions, which District and Provider will verify:

WORK DESCRIPTION

Design-Builder to design, permit, procure, construct, install, test, commission, start up, maintain and operate the System for the site addressed in this Exhibit.

LABOR

Overtime and Special Shift Requirements

Overtime and special shift requirements are not included, except as shown on the schedule submitted with this proposal which are included as part of this Agreement. The District shall not be responsible for any overtime or special shift requirements unless such overtime/special shifts are directly caused by the District's negligence or misconduct.

Prevailing Wages

Project is assumed to be Prevailing Wage per industrial relations requirements of project location. Union labor is not included in this proposal.

Diversity Requirements

Requirements and/or related due diligence and good faith efforts for small, small local, diversified or minority contractors are not included in this proposal.

INDIRECT CONSTRUCTION COSTS

Taxes and Fees

Taxes or fees, other than permit fees and sales tax, are not included. Sales tax is included at prevailing rate of the local city/county.

Permits and Regulatory Fees

An allowance for DSA and CGS permits is included based on the costs associated with the full implementation of this contract. Actual project price may vary, due to approved construction, design, or timeline changes (each a "Change Order"). In that case, permit fees will be adjusted accordingly by a Change Order when the project is substantially complete.

Marysville HS DSA Allowance - \$13,928

Lindhurst AHJ Allowance - \$4,356

Foothill Intermediate AHJ - \$13,012

Foothill and Lindhurst CEQA Allowance - \$60,000

All other permits/approvals are excluded. District will be responsible for any fees or costs associated with the Inspector of Record (IOR) or special inspections.

Provider includes durations of 13 weeks for procuring permit and regulatory approvals. Provider will not be responsible for construction delays caused by permit and approval requirements from local jurisdictions or regulatory review bodies such as PG&E. Any delays in procuring permits will entitle Provider a time extension Change Order to the contract as a day for day extension to Provider's plan for obtaining required permits and/or approvals, as defined above or in the final approved schedule.

SYSTEM DESIGN & SCOPE

Solar Electrical Equipment and Conductors

The parking and shade canopies, equipment pads, and point of interconnection will be constructed to the design and specifications as shown in Tier 1 array layout provided in Exhibit. The final plans and specifications shall be consistent with the Provider Proposals and the specifications set forth in this Exhibit. The final plans and specifications shall also be provided to the District for its review and approval prior to submission to DSA. However, if District fails to review or comment upon such final plans and specifications within ten (10) days after receipt, the project schedule will be extended day for day beyond the ten (10) day design review period.

Conductors will be aluminum. AC feeder length from Panel Board to equipment pad location and from equipment pad location to tie in is identified on Tier 1 array layout drawings. AC feeder lengths from inverter equipment pad location to assumed point of interconnection, and length assumptions with equipment amperage ratings are shown on proposal level single line drawing.

DC array wiring may be exposed on the underside of PV modules or neatly secured to PV modules and/or racking system. DC source circuits are USE-2 weather rated for exterior exposure.

DC array bonding is achieved by use of Provider proprietary grounding clips and/or rivet attachment.

Design includes rigid conduit for underground transitions and in areas subject to vehicle damage; EMT conduit with rain-tight compression fittings above inverters for any aboveground low voltage or AC circuits; and PVC for all underground conduit. Concrete encasement is included for medium voltage work such as 4160V or 12kV, if less than 6' in depth relative to the ground surface. For clarification purposes all MV lines (4160V or greater) shall either be encased or installed at a depth of 6' or greater relative to the ground level.

Utility Interconnection

Coordination of shutdown will be required with District and local utility. Temporary power generators are excluded. Interconnection is scheduled for minimum 4 hours and is assumed to be performed on off hours with prior written approval from the District. Additional shutdowns may be required in order to assess physical condition of the District's existing switchgear.

The utility will have 24/7 access to existing electric utility meters and the utility lockable disconnect locations for all electrical interconnections related to this project.

Utility Requirements

Proposal assumes all utility-owned electrical equipment serving the sites electrical distribution system has adequate capacity to handle the photovoltaic system output. No utility required electrical equipment upgrade or replacement is included in this proposal, including design and

coordination thereof. Any costs associated with unforeseen utility interconnection requirements, including but not limited to utility-owned equipment upgrades or additions, relay protection equipment external to the inverters, system impact studies, or telemetry requirements and interconnection studies are not included in this proposal.

Facility Equipment

It is assumed that the system will interconnect with the facility at District's existing panels and the panels are both rated 480kV with ample current capacity to accept the PV systems.

The existing panels are assumed to have provisions to accept cable connections on the primary side of the main service breaker, or adequate space and capacity for a new breaker. Panel or bus bar reconfiguration and/or District distribution equipment re-listing certification is not included.

Proposal excludes Circuit Breaker Coordination Study for this project.

Proposal excludes Short-Circuit Coordination Study for this project. Provider will provide overcurrent settings that will be coordinated with District overcurrent settings.

Solar system includes all standard interconnection related equipment on the District side of the meter, including panel circuit breakers, utility and/or visible utility lockable disconnect switches, solar metering, conduit, and wiring. Additional District-side protection required by the utilities above that provided by the certified inverters is not included.

If harmonic data of the site is not available, Provider shall assume that the Harmonic data are within the acceptable limits of the Institute for Electrical and Electronics Engineers (IEEE) Standard 519.

Shading

The Tier 1 array layout is based on existing visual conditions on site. Trees that are in direct conflict with the proposed carports have been marked on the proposal drawings for removal. No other trees have been included for removal in this proposal. Trees and/or other obstructions identified to shade the carports must be removed or trimmed by the District prior to substantial completion or performance expectations/guarantees may require adjustment.

Landscaping

Site landscaping is excluded from this Scope of Work. Capping and/or recoupling of existing irrigation at any applicable removed tree locations is included. Weed abatement in and around the solar system (e.g. plant restoration or long-term weed abatement) is not included.

Irrigation reconfiguration to complete any foundation construction is not included.

Fencing

A 6-0' galvanized, 9 gauge, 2" mesh fencing and chain link fence-with gate around perimeter electrical equipment pad locations is included. Special provisions for privacy slats, special hardware, lock sets, small fabric, etc. are not included. 4" bollards are included only in areas subject to vehicle impact. Additional bollards required by utility or other entities excepting DSA are excluded.

SITE & CONSTRUCTION CONDITIONS

Access

Proposal assumes project will be constructed in a single phase in accordance with the final District approved schedule and Commercial Operation Date required by the Agreement.

Provider will be guaranteed site access to perform all work consistent with the access requirements of the Easement Agreement . All work to be performed pursuant to code. Provider shall at all times comply with the District's standard school site safety requirements, including but not limited to fingerprinting, badging, etc.

Provider will be provided a sufficient area for staging materials and locating temporary facilities such as construction trailers, portable toilets, and dumpsters.

Existing roads will be capable of handling all required construction equipment such as drilling rigs, concrete trucks, delivery trucks, cranes, and all other equipment necessary to complete the work. Excluding normal wear and tear, Provider will be responsible for any damage to existing roads, parking lots, or playgrounds resulting from negligent construction operations and activities.

Use of Facilities

On-site water and power will be available for construction with no restrictions, however Provider will be responsible to obtain separate sub-meters and pay for its use of utilities. If a District initiated power shut down has duration over 4 hours and effects normal construction operations, Provider can rent and install a temporary generator and submit associated costs to District for reimbursement. Water quality shall be sufficient for use in dust control, as necessary, and be suitable for Provider's standard concrete mix design.

Special Handling of Site Materials

Testing for removal and disposal of any existing hazardous waste materials, contaminated soils, or any other unforeseen site conditions that require special handling are not included.

Site Utilities and Hazards

Changes resulting from utilities, right of ways, easements, and/or hazards—underground or above ground—or any undocumented building upgrades are not included.

Documented utilities and building upgrades are considered as part of this proposal if as-builts are provided to Provider prior to contract execution in order to confirm locations of these possible hazards. Districts shall supply Provider with a current Title Report with plotted easements, encumbrances, and right-of-ways at all project site locations.

Soils and Structural Foundations

Foundation assumptions are as follows for system options and shall be verified by Provider:

Drilled cast-in-place, 36" round caisson, 12' Deep, approximately 2.5' above grade, depending on existing topography.

If additional width, embed depth or spread footing is needed due to soil conditions, additional costs will be the responsibility of the client.

Proposal assumes that if ground water or dewatering, sub grade rocks, or other unforeseen underground structures are encountered and there is a need to slurry and re-drill or dewater site, then additional costs will be the responsibility of the client.

Soil Conditions

Existing site soil is assumed to have the following characteristics and shall be verified by Provider:

IBC or UBC Table 1804A.2, Class 3 or equivalent Non-hazardous, sandy gravel and/or gravel

Allowable foundation pressure greater than or equal to 2000 psf Lateral Bearing strength below grade equal to 200 (Lbs./Sq. Ft./Ft. of depth)

Lateral sliding coefficient of friction greater than or equal to 0.35. No sub-grade rocks or rock formations

Adequate drainage

No seismic-related hazards (e.g. faults, liquefaction, seismically-induced settlement, lateral spreading) Limited expansiveness

Low to moderate corrosiveness (PH is less than 5.5, electrical resistivity is more than 1000 OHM-cm, chloride is less than 500 ppm, sulfate is less than 2000 ppm)

Depth to start of passive pressure is 0.5 feet.

Carport Specifics

Fascia is included for the short dimension of the carport only.

The proposed carport has a minimum clearance to the low end of the canopy of 11'.

The carport is assumed to be G90 galvanized, painting has not been included in this proposal.

Drainage

Special drainage requirements and/or drainage design and interconnection to District's existing storm drain system or any other storm drain discharge system is excluded from this proposal. Carport and shade structure standard design options do not include structural roof deck for storm water collection or protection.

Security and Lighting

Proposal assumes that the existing lighting circuits can be re-used for photovoltaic shade structures/parking canopies lighting system and that those existing circuits have ample current carrying capacity to provide required lighting at shade structures/parking canopies, per jurisdictional code requirements.

Lighting design and/or installation beyond the footprint of the photovoltaic parking canopies is not included in this proposal. Replacement of existing light standards is not included. Proposal includes LED fixtures for lighting under structures.

Additional security systems or infrastructure are not included in this proposal.

Special Conditions

Proposal assumes existing islands in parking lot to remain at area of new carport structure.

Provider to provide labor, equipment, and materials to remove existing asphalt paving for the portions of the parking lot located in the northwest part of campus (are highlighted in orange within the provided Tier 1 layout) to a depth of 3" and replaced with 3" of new compacted asphalt including hauling off all spoils from site, lay out and paint parking stall markings and clean, prep, and paint concrete or asphalt pavement with 6" wide red line delineating a fire lane, including lettering (FIRE LANE) every 20 feet per specifications herein.

While special care will be taken to locate existing, underground utilities (underground survey) and locate carport structures with minimum conflicts. Relocation of existing underground utilities due to carport foundations is not included.

Scope of Work assumes the existing parking lot, including ADA parking stalls, striping, signage, and paths of travel, have been reviewed and approved by the DSA, built per the DSA approved drawings, and closed/certified by the DSA. Provider plans to satisfy DSA accessibility requirements by covering the existing ADA parking stalls under PV arrays A2 and B1 as shown in the provided Tier 1 array layout. Provider will restripe and upgrade signage as necessary. Any and all other accessibility upgrades are excluded and will be addressed via a Change Order.

Proposal excludes design or installation of any required additional fire hydrants or fire protection apparatuses as required by local first responders or Fire, Life/Safety professionals responsible for review and approval of the design for this project.

Architectural enhancements to the photovoltaic parking canopy structures are not included in this proposal.

Testing and Inspections

Provider assumes all Special Inspections and Inspector of Record (IOR) shall originally be paid for and contracted by District.

Wind

Site max wind speed is no more than 110 mph, with Exposure C. More severe wind conditions would require additional engineering and costs.

Weather Conditions

Provider assumes standard weather patterns and site conditions for planning the project schedule. Instances of excessive climate, weather (greater than the most adverse conditions in the last 3 years) or natural disasters may result in delays and/or unplanned costs (i.e. additional labor, shipping, storage, and logistics costs) which may require adjustment to Project costs.

COMMISSIONING, MONITORING, OPERATIONS & MAINTENANCE

Commissioning

Proposal assumes commissioning requirements for this project is only for the Photovoltaic portion of the project only. Proposal does not include other building system commissioning cost not related to our work (i.e. HVAC, Plumbing, Fire Alarm, etc.).

Monitoring

Energy Management System Integration or similar control or SCADA system integrations to the new photovoltaic array(s) is excluded from this proposal. Agreement assumes use of a dedicated data line for communication with a third party monitoring company. All other communication and low voltage infrastructure is excluded from this proposal.

120V power and internet connection, provided by Provider, are required within 10' of the location for system monitor.

As noted above, these System Specifications are further described in the Provider Proposals (see attached).

EXHIBIT C

PRICING

The following pricing is based on the Standard System Design Package described in Exhibit B, subject to any Change Orders as described in Exhibit B.

kWh Rate (\$/kWh)	Term (years)	Annual Rate Escalator (%/Year)
\$ 0.101	25	0 %

EXHIBIT D

INSURANCE REQUIREMENTS

1. **INSURANCE.** Provider, at its own expense, shall provide and maintain insurance coverage during the complete term of the Agreement that conforms in all material respects with the following requirements:

1.1 Workers' Compensation and Employer's Liability Insurance. Statutory Workers' Compensation coverage for all of its employees, including occupational disease coverage, as required by applicable law, and employer's liability with limits of at least \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease per employee, and \$1,000,000 bodily injury by disease in the aggregate.

1.2 Commercial General Liability Insurance. Commercial General Liability Insurance written on an "occurrence" basis with a combined single limit of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate, including bodily injury, hazards of operation, broad form property damage liability coverage, products/completed operations coverage, independent contractor coverage and broad form contractual coverage for liability assumed under the Agreement, to the extent insurable under the policy. Coverage shall include liability arising out of acts of agents or contractors of Provider.

1.3 Automobile Liability Insurance. Coverage for all motor vehicles operated by or for Provider, including protection for automobiles and trucks used by Provider either on or away from the sites at which work is being performed, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. The policy shall include coverage for all hired, owned and non-owned vehicles.

1.4 Insurance Requirements Applicable to Contractors. Provider shall require each of its contractors to maintain policies of insurance of the types described above with insurance limits as are customary for the industry in which each such contractor operates and coverage limits as are commercially reasonable given the nature of the work to be provided by such contractor.

1.5 Policy Provisions. Provider agrees to maintain insurance to cover any indemnity obligations that are reasonably available for purchase in the insurance market. However, inability to obtain insurance for all indemnification obligations shall not in any way reduce such obligations. All policies will be primary and at Provider's sole expense. District will be included as an additional insured on all coverage listed above with the exception of Workers' Compensation, Employer's Liability, Property, and Professional Liability. All workers compensation, general liability, and auto liability insurance policies will include provisions that the insurers waive the rights of recovery or subrogation against District. Insurance coverage will be in a form and carrier acceptable to District with a minimum A.M. Best rating of A- /VII or higher. The insolvency, bankruptcy or failure of any insurance company shall not relieve Provider of any of its obligations herein. Within five (5) days of a request by District, Provider shall provide certificates of insurance including additional insured endorsements. Scheduled endorsements are required unless otherwise specifically approved by the District in writing.

2. **CERTIFICATES.** A certificate of insurance evidencing the above must be presented and satisfactory to District prior to commencement of the Power Purchase Services. Provider must provide thirty (30) days' notice to District in the event of cancellation of such coverage and ten (10) days' notice in the event of non-payment of premium; and, Provider shall notify District in the event of material change or cancellation.

EXHIBIT
E
CONSTRUCTION
SCHEDULE

Milestone	Date
Contract Execution	3-19-18
Project Design	7-2-18
DSA Permitting Process	8-10-18
On-Site Deployment	6-3-19
Mechanical Completion	8-29-19
Commercial Operation Date (COD)	10-15-19

EXHIBIT F

[Reserved]

EXHIBIT G

FINAL PLANS

[To be Attached]

EXHIBIT H

EXPECTED ENERGY FOR EACH GUARANTEE YEAR

Guarantee Year	Annual kWh
1	4,202,026
2	4,191,521
3	4,181,042
4	4,170,589
5	4,160,163
6	4,149,762
7	4,139,388
8	4,129,039
9	4,118,717
10	4,108,420
11	4,098,149
12	4,087,904
13	4,077,684
14	4,067,490
15	4,057,321
16	4,047,178
17	4,037,060
18	4,026,967
19	4,016,900
20	4,006,857
21	3,996,840
22	3,986,848
23	3,976,881
24	3,966,939
25	3,957,021

EXHIBIT I

AVOIDED ENERGY PRICE BY GUARANTEE YEAR

Project Year	Forecast Utility Price per kWh	PPA Price per kWh	Avoided Energy Price per kWh
1	\$ 0.154	\$ 0.101	\$ 0.055
2	\$ 0.159	\$ 0.101	\$ 0.060
3	\$ 0.163	\$ 0.101	\$ 0.064
4	\$ 0.168	\$ 0.101	\$ 0.069
5	\$ 0.173	\$ 0.101	\$ 0.074
6	\$ 0.179	\$ 0.101	\$ 0.080
7	\$ 0.184	\$ 0.101	\$ 0.085
8	\$ 0.189	\$ 0.101	\$ 0.090
9	\$ 0.133	\$ 0.101	\$ 0.034
10	\$ 0.137	\$ 0.101	\$ 0.038
11	\$ 0.141	\$ 0.101	\$ 0.042
12	\$ 0.145	\$ 0.101	\$ 0.046
13	\$ 0.150	\$ 0.101	\$ 0.051
14	\$ 0.154	\$ 0.101	\$ 0.055
15	\$ 0.159	\$ 0.101	\$ 0.060
16	\$ 0.164	\$ 0.101	\$ 0.065
17	\$ 0.168	\$ 0.101	\$ 0.069
18	\$ 0.174	\$ 0.101	\$ 0.075
19	\$ 0.179	\$ 0.101	\$ 0.080
20	\$ 0.184	\$ 0.101	\$ 0.085
21	\$ 0.190	\$ 0.101	\$ 0.091
22	\$ 0.195	\$ 0.101	\$ 0.096
23	\$ 0.201	\$ 0.101	\$ 0.102
24	\$ 0.207	\$ 0.101	\$ 0.108
25	\$ 0.213	\$ 0.101	\$ 0.114

EXHIBIT J

TYPICAL SOLAR INSOLATION AND AC ENERGY

Month	Typical Monthly Solar Insolation (kWh / m2 / day)	Typical Monthly AC Energy (kWh)
Jan	2.09	157,722
Feb	3.12	209,299
Mar	4.61	338,617
Apr	6.04	408,497
May	7.29	494,406
Jun	8.04	522,855
Jul	8.16	543,146
Aug	7.26	496,864
Sep	5.80	400,423
Oct	4.06	294,542
Nov	2.56	187,338
Dec	1.94	148,316
Annual	5.09	4,202,026

EXHIBIT K

TERMINATION VALUES

1	\$9,015,000
2	\$6,520,000
3	\$5,797,000
4	\$5,069,000
5	\$4,338,000
6	\$3,604,000
7	\$3,480,000
8	\$3,352,000
9	\$3,219,000
10	\$3,083,000
11	\$2,942,000
12	\$2,801,000
13	\$2,659,000
14	\$2,517,000
15	\$2,374,000
16	\$2,231,000
17	\$2,089,000
18	\$1,946,000
19	\$1,800,000
20	\$1,649,000
21	\$1,492,000
22	\$1,379,000
23	\$1,263,000
24	\$1,143,000
25	\$911,000

EXHIBIT L

SITE EASEMENT AGREEMENT

THIS SITE EASEMENT AGREEMENT (this "**Easement Agreement**") is entered into as of the 27 day of March, 2018 (the "**Effective Date**") by and between **Marysville Joint Unified School District**, a public school district organized and operating under the laws of the State of California, having offices located at 1919 B Street, Marysville, CA 95901, ("**Grantor**" or "**District**") and **Solar Star Marysville, LLC**, a limited liability company and wholly owned subsidiary of SunPower Corporation, with SunPower AssetCo, LLC, as its sole member, formed under the laws of the State of Delaware ("**Grantee**" or "**Provider**"). Grantor/District and Grantee/Provider are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS

A. **WHEREAS**, District is the owner of certain school sites commonly known as Marysville High School located at 12 E. 18th Street, Marysville, CA 95901, Lindhurst High School located at 4446 Olive Ave., Olivehurst, CA 95961, and Foothill Intermediate School located at 5351 Fruitland Road, Marysville, CA 95901 (each, a "**Site**" and more particularly described in Exhibit A of the PPA);

B. **WHEREAS**, concurrently herewith Provider and District have entered into a certain Power Purchase Agreement dated March 27, 2018 (the "**PPA**") wherein Provider has agreed to site, develop, finance, construct, own, operate, maintain, repair, improve, enhance, inspect, relocate, remove and replace a solar energy system ("**System**") on a portion of the Site;

C. **WHEREAS**, District has agreed to grant an easement to Provider in, on, over, across and through that portion of the Site for installation, operation and maintenance of the System and District has also agreed to purchase from Provider all Power Purchase Services (as defined in the PPA) generated by the System during the term of the PPA;

D. **WHEREAS**, capitalized terms used but not defined herein (including in the Recitals) shall have the respective meanings ascribed to them in the PPA;

NOW, THEREFORE, in consideration of the foregoing recitals, the execution of the PPA by both Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of PPA: Defined Terms.** Except as otherwise expressly provided, the terms and conditions of the PPA are incorporated herein by reference as though fully set forth and all capitalized terms not otherwise defined herein shall have the same definition as set forth in the PPA. The terms of the PPA and the terms of this Easement Agreement shall be read to complement each other.

2. **Grant of Easement.** Grantor hereby grants to Grantee the following easements with respect to each property legally described in Exhibit A of the PPA:

2.1 an easement to install, operate, maintain, repair and replace the System on, over and across areas of the Site and such areas as are required or appropriate for the installation, operation, maintenance, repair and replacement of the System pursuant to the terms of the PPA and the final plans, as described in Exhibits A and G of the PPA, incorporated herein by reference ("**Easement Area**");

2.2 an easement on, over and across the general use areas of the Site to use such other areas of the Site from time to time as are reasonably necessary or appropriate for Grantee (including Grantee's affiliates and subcontractors) to provide Grantor with electricity generated from the System in accordance with the terms and conditions set forth herein and pursuant to the PPA; including such additional space on the Site as commercially reasonably necessary for the installation, operation, construction, repair, replacement, improvement, removal, enhancement, inspection and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, provided that all such additional space will be mutually agreeable to both Parties and will not cause any undue burden to the daily operations of Grantor (the "**Additional Areas**");

2.3 a right of ingress and egress access to, on, over and through the Site, the Easement Area and the Cabling Easement Areas, at such time and under such circumstances as are reasonable for Grantee to perform its obligations and to exercise its rights under the PPA ("**Right of Ingress and Egress**"); and

Collectively, the Easement Area and the Additional Areas are hereinafter referred to as the "**Easement Area.**"

3. **Purpose.**

3.1 **Permitted Use.** Grantor is granting an easement to Grantee, and Grantee's agents, representatives and other permitted parties in accordance with this Easement Agreement, in, on, over, across and through the Easement Areas for the sole purpose of siting, development, installation, construction, enhancement, operation, inspection, maintenance, repair, improvement, replacement, relocation and removal of the System and uses incidental thereto (the "**Permitted Use**") and for no other business or purpose without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. Grantor hereby agrees that the Permitted Use may be conducted by Grantee's employees, agents, contractors and representatives, as well as the employees and representatives of the Local Provider company, whom Grantee agrees may access the Easement Area in the event of an emergency. Grantee may access the Easement Area and conduct the Permitted Use, seven (7) days a week, twenty four (24) hours a day, with appropriate notice.

3.2 **Grantor's Reserved Use.** Grantor reserves the right to use the remainder of the Site for any other purpose, to make alterations, repairs and perform maintenance to the Site, or to grant easements or leases in favor of third persons for any other lawful purpose

permitted under Applicable Laws, so long as any such uses, alterations, repairs or maintenance, easements or leases or the construction of buildings or other improvements on the remainder of the Site or the use of the Site for agricultural purposes (including the planting of trees, vines or other crops), does not cast shadows, block or restrict access to direct sunlight for the System or otherwise interfere with any of Grantee's rights under this Easement Agreement or the construction, use or operation of the System to generate Power Purchase Services in accordance with the requirements of the PPA. Grantor agrees to notify Grantee if Grantor intends to perform any alterations, repairs or maintenance, or construct any improvements on the Site that would materially affect the Easement Areas or the amount of Power Purchase Services generated by the System and Grantee will notify Grantor if Grantee believes that any such work will violate the terms above.

4. **System.** The System consists of the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring installed in the Easement Areas, and any other related equipment more particularly described in the System description attached as Exhibit B to the PPA and by this reference incorporated herein, together with all electrical lines required to transmit Power Purchase Services generated by the System to the Point of Delivery on the Site at which Power Purchase Services are to be delivered and received under the PPA, and any point at which District's internal electric wiring and systems connect to the Local Provider's electric distribution system ("**Electrical Interconnection Point**") (collectively, the "**System**").

5. **Entry Onto Easement Area.**

5.1 **Access Prior to Installation.** As of the Effective Date, Grantor hereby consents to, and grants to Grantee, the right to enter upon, inspect and evaluate the Site to determine whether the Easement Area is suitable for the System, which may include, without limitation, the right to conduct visual examinations of the property, surveying and engineering, geotechnical and environmental investigations, which may include sub-surface investigations. The foregoing right granted to Grantee may be performed through its employees, affiliates, contractors, subcontractors, consultants, agents and/or representatives.

5.2 **Inspection Completed Prior to Installation.** Prior to Grantee's installation of the System, Grantee shall have inspected the Site and satisfied itself that the Site is in a condition ready for Grantee's installation of the System. At any time prior to the installation of the System, if the Grantee determines, in its sole discretion, that the Site is not suitable for the Grantee's installation of the System pursuant to Section 1.4 of the PPA, Grantee shall have the right to terminate this Easement Agreement as to this Site.

5.3 **Grantor's Right of Entry to Easement Area.** Subject to the terms and conditions of this Easement Agreement, Grantor shall have the right to enter the Easement Area at any time provided that Grantor does not interfere with the installation, operation or maintenance of the System. After the Commercial Operation Date, where a System consists of carports or canopy structures on the Easement Area, Grantor and its licensees and invitees may use such areas for parking and other activities customarily associated with such areas of the Site after commencement of operation of the System.

5.4 Delivery of Easement Area. Within two (2) business days after written notice to Grantor that Grantee is ready to commence installation of the System and identifying the mutually agreed to Easement Area and any Additional Areas required with specificity, Grantor shall deliver exclusive possession of the Easement Area so identified in a condition ready for Grantee's installation of the System, clean and free of vehicles and debris. Grantor represents and warrants to Grantee that, (i) the Easement Area is vacant, no third person has any right to use, occupy or lease the Easement Area in whole or in part and (ii) Grantor has not received any notice, nor to the best of its knowledge is there pending or threatened, any notice of violation of any Applicable Laws with regard to the Easement Area and (iii) Grantor has not received any notice, nor to the best of its knowledge is there pending or threatened, any notice of the presence of any Hazardous Materials on the Easement Area, or any other substance or matter imposing liability for cleanup costs or expenses on any person or entity under any statutory or common law theory. Grantor shall keep the Site (including the Easement Area) free and clear of all liens and claims of lien for labor and services performed on, and materials, supplies and equipment furnished to the Site and shall indemnify and hold Grantee harmless from any liens and encumbrances arising out of any work performed or materials, supplies or equipment furnished by or at the direction of Grantor; provided, however, that Grantor shall have the right in its sole discretion to contest such liens and claims by appropriate legal proceedings prosecuted diligently and in good faith.

If it is determined during the Term that a condition exists in breach of any of the representations and warranties contained in this Section 5, Grantor shall, promptly after receipt of written notice from Grantee setting forth a description of such non-compliance, rectify the same at Grantor's expense.

6. Term. The term of this Easement Agreement (the "**Term**") shall commence as of the date hereof and coincide with the term of the PPA. Except as described in Section 12.3 hereof, this Easement Agreement shall terminate automatically after expiration of the PPA, or upon termination of the PPA pursuant to its terms with respect to the Site.

7. Construction; Installation of System.

7.1 Construction and Installation. Grantor hereby consents to the construction and installation of the System and all related transmission lines, cables, fixtures and utilities by Grantee on the Easement Area and further consents to Grantee making such other installations on the Easement Area as may be reasonably necessary or desirable in connection with Grantee's operation of the System in compliance with the terms of the PPA and all Applicable Laws and Local Provider standards and requirements. Grantor shall cooperate with Grantee and shall provide information, if Grantor has knowledge or possession of any, on underground utilities in preparation for installing the System. Grantor is not liable for any damage to underground utilities should Grantee damage them while installing the System. If underground utilities are damaged by Grantee while installing the System, Grantee, at its cost, shall repair them or cause them to be repaired.

7.2 Entry Requirements. Grantee shall comply with the following requirements prior to entry onto the Easement Areas in connection with the construction, installation, operation, maintenance, and removal of the System. Grantee shall:

7.2.1 except in cases of emergency, provide 48 hours' prior written notice to the appropriate school site administrator and to the school district liaison, whose names and contact information shall be provided to Grantee, before any initial entry (assuming work will continue for more than one day) onto the Site by Grantee's employees, agents or contractors for installation, construction, maintenance or repair;

7.2.2 perform all construction, installation, operation, maintenance, and removal work in connection with the System in a safe manner;

7.2.3 not permit any hazardous condition to remain on the Easement Area;

7.2.4 not bring or permit to be brought any Hazardous Material (as defined below) in violation of applicable federal, state or local law, onto the Easement Area;

7.2.5 repair any damage or disturbance to the Easement Area caused by Grantee;

7.2.6 keep the Easement Area free and clear of all mechanics' and materialmen's liens arising out of Grantee's activities (provided that if any such lien is filed, Grantee shall have the right to contest the same so long as Grantee provides a bond for the amount of such lien);

7.2.7 procure and maintain, or use contractors who maintain, during all periods of entry pursuant to this section, general liability and property damage insurance in accordance with Exhibit D of the PPA; and

7.2.8 obtain and maintain, and cause each contractor and subcontractor performing construction, installation, operation or maintenance work in the Easement Areas to obtain and maintain Worker's Compensation insurance as required by law. Grantee shall deliver to Grantor a certificate evidencing such insurance and providing that such coverage shall not be terminated or modified without at least thirty (30) days' prior written notice to Grantor.

7.3 **Additional Utility Sources.** In the event there are not sufficient electric and other necessary utility sources located on the Site to enable Grantee to transmit Power Purchase Services generated by the System to the Point of Delivery or any Electrical Interconnection Point, as applicable, and in any event with respect to any required meters, Grantor agrees to grant Grantee or the Local Provider Grantee the right, at Grantee's sole cost, to install such utilities and meters on, over and/or under the Site to the Easement Area as necessary for Grantee to operate the System and deliver Power Purchase Services to the Point of Delivery or an Electrical Interconnection Point, the location of such utilities and meters to be as reasonably designated by Grantee, provided that all such additional space will be mutually agreeable to both Parties and will not cause any undue burden to the daily operations of Grantor.

7.4 **Removal of Materials.** Upon completion of construction of the System, Grantee shall remove all remaining materials from the Site and shall restore the Site as nearly as is reasonably possible to the condition in which it existed immediately prior to the commencement of such activity. Any light poles or related structures removed by Grantee from

the Site in connection with the construction of the System shall be returned to Grantor upon completion of construction of the System.

7.5 Security of System. Grantor shall continue its standard security measures for the Site which may not be sufficient for protection of damage or losses to the System caused by criminal acts of third parties. Grantor shall not be liable for such damage or losses. Grantee shall, at Grantee's cost, obtain insurance coverage to the extent Grantee desires protection against such criminal acts.

8. Maintenance and Repair of System and Easement Area.

8.1 During the Term, Grantee shall, at Grantee's sole cost, maintain, clean, repair, and replace part or all of the System in accordance with the terms and conditions of the PPA. Grantor shall be responsible for maintaining the Site, including any asphalt under the System but within the Easement Area.

8.2 Grantee shall have no obligation to maintain the condition of the Site, except to the extent of any damage to the Site caused by Grantee or its contractors during installation, maintenance, operation, improvement, enhancement, relocation, development, construction, repair, siting, replacement or removal of the System.

9. Failure to Maintain Exclusive Easement Area. If Grantee fails to perform its obligations hereunder and if such failure continues for thirty (30) days after Grantee's receipt of written notice from Grantor (which 30-day period shall be extended for the time reasonably required to cure the failure if the cure requires more than 30 days, as long as Grantee has commenced and is diligently pursuing such cure to completion), then Grantor may (but shall not be obligated to) perform such work in a commercially reasonable manner. In such event, Grantee shall reimburse Grantor upon demand for the reasonable costs incurred by Grantor. No breach or Event of Default by Grantee of its obligations contained in this Easement Agreement, including any Event of Default with respect to its obligations under this Section 9, shall terminate or provide any right to terminate this Easement Agreement or any of Grantee's rights, duties or obligations under this Easement Agreement.

10. Maintenance of Site.

10.1 Grantor shall keep areas of the Site that are under its control neat, clean and in good order and condition. Grantor shall give Grantee prompt notice of any damage to or defective condition in any part or appurtenance of the Site that is reasonably likely to affect the System (including electrical, telephone, internet and water facilities and systems located within or serving the Site). During the Term, Grantor shall maintain the Site and all roads and utility infrastructure improvements and systems which provide utility service to the Site (including, but not limited to, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants and other utility systems serving the Site) and all common areas located on the Site, if any.

10.2 Grantor shall perform any trimming, cutting, chemical treatment and/or removal of all trees, branches, and other vegetation, if any, which cast shadows, block or restrict access to direct sunlight for the System or otherwise interfere with any of Grantee's rights under

this Easement Agreement or the construction, use or operation of the System to generate Power Purchase Services in accordance with the requirements of the PPA. In connection with such maintenance and repairs, Grantor shall cause the least interference to Grantee's business as reasonably possible, shall notify Grantee of any work to be done in the vicinity of the Easement Area and shall promptly finish any such work. Grantor shall not be obligated to repair or replace any fixtures or equipment installed by Grantee, except to the extent of any damage caused by Grantor, its employees, representatives, contractors, subcontractors, tenants, lessees, patrons and invitees. Upon Grantee's written notice of the need for maintenance or repairs required of Grantor hereunder, Grantor shall complete any such maintenance or repairs within thirty (30) days of receipt of such notice, or such shorter period as may be required by any Governmental Authority having jurisdiction, unless the defect concerned constitutes an emergency, in which case Grantor shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If Grantor fails to make such repairs, Grantee may do so, and the cost thereof shall be payable by Grantor to Grantee on demand, or, at Grantee's option, Grantee may deduct such amounts from any sums that may be due or owing by Grantee under this Easement or the PPA. In the event of an emergency, Grantee, at its option, may make such repairs at Grantor's expense, before giving any written notice, but Grantee shall notify Grantor in writing within three (3) business days following such emergency.

10.3 Grantee shall have the right at any time and from time to time, with appropriate notice, to inspect, construct, operate, maintain, install, site, develop, repair, remove, improve, enhance, relocate or replace the System or any portion thereof with new or different items with the same or different specifications so long as such System is otherwise in compliance with this Easement Agreement, the PPA, and all Applicable Laws.

11. Hazardous Materials. Notwithstanding anything contained herein to the contrary, Grantee shall not be responsible for, or required to perform any work in relation to, Hazardous Materials now or hereafter existing at the Site, or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof, except to the extent of any Hazardous Materials brought to the Site solely by Grantee. Grantor, for and on behalf of itself and all successors in title and assigns, hereby waives, relinquishes, releases and covenants not to sue Grantee (including Grantee's affiliates and its and their respective employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown ("**Losses**"), which Grantor might assert or allege against Grantee (or Grantee's affiliates and its and their respective employees or agents) at any time to the extent any such Hazardous Materials impacts the Site, except to the extent of any Hazardous Materials brought to the Site by Grantee. Grantee shall indemnify, defend and hold harmless Grantor from and against any all Losses suffered or incurred by any such party by reason of or resulting from any Hazardous Materials brought to the Site or caused by Grantee.

12. Ownership of System.

12.1 Personal Property. Grantor and Grantee agree that the System and all equipment, machinery and appurtenances placed and installed in the Easement Area by Grantee that comprise the System shall remain the personal property of Grantee. severable from the Site,

and shall not be or become fixtures, notwithstanding the manner in which the System is or may be affixed to the real property of Grantor. Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the System or any portion thereof. Grantor shall not take any position on any tax return or on any other filings indicating or suggesting that Grantor is anything other than a purchaser of electricity from the System. The System and its components may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor, with Grantor's fee or other interest to the Site. Grantor shall indemnify Grantee against all losses, claims, costs and expenses (including attorneys' fees) incurred by Grantee in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Grantor. The provisions of this section shall survive the expiration or earlier termination of this Easement.

12.2 Taxes. Grantee will pay and be responsible for any sales or use tax imposed with respect to Grantee's acquisition, installation and ownership of the System. Grantee shall not be liable for any real property taxes or assessments associated with the Site, including any increased taxes or assessments on the Site caused by the presence of a System or any taxes payable by or assessed against Grantor based on or related to Grantor's income or revenues. Grantor shall be responsible to pay any property taxes or assessments levied on the Site.

12.3 Removal. Grantee shall, subject to the requirements contained within this Section 11 and Section 1.2 of the PPA, within one-hundred eighty (180) days following the expiration of the Term or earlier termination as provided herein, and at Grantee's sole cost and expense (unless earlier termination is due to Grantor default), remove the System from the Site, provided that Grantee shall not be obligated to remove any below-ground components, *i.e.*, wiring or conduits that are embedded in the Site, but shall be obligated to remove any above-ground components, *i.e.*, foundations, supporting structures or fences installed on the Site. Grantee and its agents, consultants, and representatives shall have access at all mutually agreed-upon times to the Site and the System for purposes of such removal, and Grantor shall make commercially reasonable efforts to provide Grantee with immediate access to the Site and the System for the purposes of removal. Grantee is responsible to repair any and all damage caused by the removal of the System. The Easement Areas shall be returned as nearly as reasonably possible to its original condition, except for ordinary wear and tear. If the System is located on a shade structure installed by Grantee and if Grantor elects, at its sole determination, to have the shade structure removed as well as the System, Grantee shall do so at its sole cost and expense in the same manner as described above with regard to repair of any damage. Except in the case of an emergency, Grantee shall give forty-eight (48) hours' prior written notice to the appropriate site administrator and liaison, whose name and contact information shall be provided to Grantee, before any entry onto any Site by Grantee's employees, agents or contractors.

13. Governmental Approvals.

13.1 It is understood and agreed that Grantee's ability to use the Easement Area is expressly contingent upon all material permits, licenses, certificates, authorizations and other approvals (collectively the "**Governmental Approvals**") that may be required by any federal, state, or local authorities, for the use of the Easement Area by Grantee for the Permitted Use being obtained in accordance with Section 3.1 above (*Permitted Use*) after the Effective Date.

13.2 Grantor shall cooperate with Grantee in Grantee's effort to obtain such Governmental Approvals as described in Section 3.6 of the PPA and shall take no action which would adversely affect the status of the Site with respect to the Permitted Use by Grantee. Should Grantor incur any costs associated with such assistance, Grantee shall reimburse Grantor for all reasonable and documented costs promptly upon receipt of written documentation of such costs from Grantor.

13.3 Grantee Termination Grantee shall have the right to terminate this Easement Agreement in the event that Grantee may terminate the PPA under Section 1.4 thereof. Notice of Grantee's exercise of its right to terminate shall be given in accordance with Section 17 of the PPA. Termination for any such reason shall also result in the simultaneous termination of the PPA with respect to the Site. Upon such termination, this Easement Agreement shall be of no further force or effect and all rights, duties and obligations of Grantor and Grantee shall terminate, except to the extent of the indemnities made by each Party to the other hereunder.

14. Insurance. Both Parties shall obtain and keep in force during the Term those policies of insurance required under Section 16 (*Insurance*) of the PPA, with at least the coverages and limits set forth in Exhibit D.

15. Quiet Enjoyment; Disposition or Mortgage of Site and Liens.

15.1 Quiet Enjoyment. Grantor covenants that Grantee shall peaceably and quietly have, hold and enjoy the Easement Area during the Term and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, titles and claims arising through Grantor or any other third person or entity.

15.2 Disposition or Mortgage of Site. During the Term, Grantor will not, without Grantee's written consent, sell or otherwise dispose of its interest in the Easement Area unless this Easement Agreement and the PPA is assigned to the person acquiring Grantor's interest in the Easement Area.

16. Default.

16.1 Grantee Breach. In the event of any breach by Grantee of any of its covenants or obligations under this Easement Agreement, Grantor shall give Grantee written notice of such breach. After receipt of such written notice, Grantee shall have thirty (30) days in which to cure any breach hereunder, *provided* Grantee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Grantee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Grantor may not maintain any action or effect any remedies for default against Grantee unless and until Grantee has failed to cure the breach within the time periods provided in this Section 16.1.

16.2 Grantor Breach. In the event of any breach by Grantor of any of its covenants or obligations under this Easement Agreement, Grantee shall give Grantor written notice of such breach. After receipt of such written notice, Grantor shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, *provided* Grantor shall have such extended period as may be required beyond the thirty

(30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Grantor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Notwithstanding the foregoing to the contrary, it shall be a default under this Easement Agreement and under the PPA, if Grantor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Grantor if the failure to perform such an obligation interferes with Grantee's ability to conduct its business on the Easement Area; *provided, however*, that if the nature of Grantor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Easement Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

17. Remedies. Upon the occurrence of a breach by a Party of one of its material obligations under this Easement Agreement and its failure to cure such breach within the time period specified in Section 16 (*Default*) above (an "**Event of Default**"), the non-defaulting Party may, at its option (but without obligation to do so) take the actions listed below.

17.1 Performance by Non-Defaulting Party. Perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies; the costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor; provided however, that Grantor shall not be permitted to operate the System or perform any maintenance or repairs thereto; or

17.2 Termination. Upon prior written notice to the defaulting Party of its intention to terminate, terminate this Easement Agreement whereupon this Easement Agreement (and the PPA with respect to the Site) shall cease and terminate on the date specified in such notice.

17.3 Other Remedies. Upon the occurrence of any Event of Default or termination of this Easement Agreement as a result of an Event of Default, the non-defaulting Party may pursue any and all remedies available to it at law or in equity in addition to the above remedies.

18. Casualty.

18.1 In the event the Site is so damaged or destroyed by fire, earthquake or other casualty to the Site as to make the use of the Site pursuant to this Easement Agreement impractical (as determined by a qualified engineering consultant retained by Grantor and reasonably acceptable to Grantee), then either Party may elect to terminate this Easement Agreement upon not less than twenty days' prior written notice to the other Party, and upon such termination, neither Party shall have any further obligations to the other Party hereunder other than such rights or obligations surviving termination of this Easement Agreement as expressly provided herein. If neither Party elects to terminate this Easement Agreement pursuant to the previous sentence, Grantor shall exercise commercially reasonable efforts to repair the damage to the Site and return the Site to its condition prior to such damage or destruction, except that Grantor shall in no event be required to repair, replace or restore any property of Grantee

comprising part of the System, which replacement or restoration shall be Grantee's responsibility.

18.2 Any termination of this Easement Agreement by Grantee pursuant to this Section 18 as a result of a casualty shall be effective as of the date of such casualty.

18.3 Notwithstanding anything to the contrary contained herein, in the event of minor damage to the System or the Site, the same shall not give either Party the right to terminate this Easement Agreement and shall be repaired at the cost of the Party owning the same, unless the damage was caused by the negligence or willful act or omission of the other Party hereto.

19. Condemnation.

19.1 Any condemnation of all or any portion of the Site or the Easement Area shall give rise to a right by Grantee to terminate this Easement Agreement upon written notice to Grantor, if such condemnation results in (i) a disruption of Grantee's operations at the Easement Area that may reasonably be expected to continue for more than thirty (30) days, or (ii) a transfer of any or all of Grantor's right, title and interest in and to the Site or Easement Area to any Person that is unacceptable to Grantee in the reasonable exercise of its discretion as party to the PPA.

19.2 All condemnation awards payable in connection with the taking of all or any portion of the Site shall belong to Grantor, *provided, however*, that Grantee shall be entitled to a pro rata share thereof if the condemnation award includes compensation for the System and/or this Easement Agreement and, *provided further*, that Grantee may on its own behalf make a claim in any condemnation proceeding involving the Easement Area or portions of the Site required for the Permitted Use, for losses related to this Easement Agreement, the System and any other of Grantee's equipment or personal property taken or damaged, its relocation costs and any other compensable damages and losses.

19.3 Any termination of this Easement Agreement by Grantee pursuant to this Section 19 as a result of condemnation, shall be effective as of the date of the taking.

20. Applicable Laws.

20.1 Grantor's Obligations. During the Term, Grantor shall maintain the Site, all roads, all utility infrastructure improvements and systems which provide utility service to the Site, all common areas located on the Site if any, in compliance with all applicable federal, state, county, local or municipal laws, rules, codes, regulations, ordinances, permits, directives, orders, covenants, easements, zoning and land use regulations, and restrictions of record, (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Materials), enacted, adopted, issued or promulgated by any Governmental Authority, now in effect or which may hereafter come into effect (individually or collectively, "**Applicable Laws**"), and the requirements of any applicable fire insurance underwriter or rating bureau. It shall be Grantor's obligation to comply with all Applicable Laws relating to the Site in general, without regard to specific use (including, without limitation, modifications required to enable Grantee to obtain all necessary building permits).

20.2 Grantee's Obligations. Grantee shall, in respect to the condition of the Easement Area and at Grantee's sole cost and expense, comply with all Applicable Laws relating solely to Grantee's specific and unique nature of use of the Easement Area (including, but not limited to, all Applicable Laws relating to the Americans with Disabilities Act and Hazardous Materials).

21. Grantor's Representations.

21.1 Grantor is the owner in fee simple title of the Site.

21.2 Grantor has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to Grantor's knowledge has any such petition been filed against Grantor. No general assignment of Grantor's property has been made for the benefit of creditors, and to Grantor's knowledge, no receiver, master, liquidator or trustee has been appointed for Grantor or any of its property. Grantor is not insolvent.

21.3 Grantor has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Site or any part thereof in lieu of condemnation.

21.4 There are no matters which interfere or could reasonably be expected to interfere with the rights granted to Grantee under this Agreement, including the rights or claim of any lien holder, lessor or creditor of Grantor.

21.5 During the six (6) month period preceding the Effective Date, Grantor has not performed and has not caused to be performed any work on the Easement Area or the Site of which the Easement Area is a part that could give rise to any mechanic's or materialmen's liens. To Grantor's knowledge, there are no unrecorded easements or agreements affecting the Easement Area that might prevent or adversely affect the use or occupancy of the Easement Area by Grantee for operation of the System, but if any are discovered, Grantor shall immediately remove them.

21.6 Grantor has no knowledge of any violation of Environmental Laws relating to the Easement Area or the Site or the presence or release of Hazardous Materials on or from the Site. Grantor has no knowledge of any underground storage tanks located on the Site or the Easement Area. Grantor has not manufactured, introduced, released or discharged from or onto the Site, the Easement Area, the soil or the groundwater, any Hazardous Materials or any solid or hazardous wastes, toxic substances or materials (including without limitation, PCBs or asbestos) nor permitted the same, and Grantor has not used or permitted the use of the Site or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials. The term "**Environmental Laws**" includes, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Clean Water Act and other federal, state and local laws governing the environment as in effect on the date of this Easement Agreement together with all amendments thereto, implementing regulations and guidelines and all state, regional, county, municipal and other local laws, rules, regulations and ordinances that are equivalent or similar to the federal

laws recited above or that purport to regulate Hazardous Materials. The term “**Hazardous Materials**” means any substance (a) which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant, or which is regulated or may form the basis of liability, under any Environmental Laws and (b) without limitation, petroleum, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), radon gas, infectious or radioactive materials, lead, asbestos and asbestos containing materials, PCBs, and/or urea formaldehyde foam insulation.

21.7 There are no leases, licenses, or other agreements granting any person the right to use or occupy the Easement Area or any portion thereof except to Grantee under this Easement Agreement. There is no claim, litigation, proceeding or governmental investigation pending or so far as is known to Grantor, threatened against or relating to Grantor, Grantor’s properties or business or the Site which is in conflict with this Easement Agreement or which could have a material adverse impact upon Grantee’s use of the Easement Area for the Permitted Use.

21.8 Grantor has no knowledge of any condition of the Site that might prevent or adversely affect the use or occupancy of the Easement Area by Grantee for installation and operation of the System.

21.9 The representations of Grantor set forth in Section 8 of the PPA are by this reference incorporated into this Easement Agreement as though fully set forth herein; *provided, however*, that any reference in any of such Sections (as so incorporated into this Easement Agreement) to the PPA shall hereby be deemed instead to reference this Easement Agreement.

22. Grantee’s Representations.

22.1 Authorization; Enforceability. The execution and delivery by Grantee of, and the performance of its obligations under, this Easement Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Grantee or any valid order of any court, or regulatory agency or other body having authority to which Grantee is subject. This Easement Agreement constitutes a legal and valid obligation of Grantee, enforceable against Grantee in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors’ rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law.

22.2 Compliance with Laws. Grantee shall comply with all laws, ordinances, orders, rules and regulations (state, federal or local), including without limitation all environmental and occupational, health and safety requirements relating to Grantee’s use or occupancy of the Easement Area and the operation and maintenance of the System.

22.3 Bankruptcy. Grantee has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar

relief under any law relating to bankruptcy or insolvency, nor to Grantee's knowledge has any such petition been filed against Grantee. No general assignment of Grantee's property has been made for the benefit of creditors, and to Grantee's knowledge, no receiver, master, liquidator or trustee has been appointed for Grantee or any of its property. Grantee is not insolvent.

22.4 Representations from PPA The representations of Grantee set forth in Section 8 of the PPA are by this reference incorporated into this Easement Agreement as though fully set forth herein; *provided, however*, that any reference in any of such Sections (as so incorporated into this Easement Agreement) to the PPA shall hereby be deemed instead to reference this Easement Agreement.

23. Intentionally left blank.

24. Waiver of Consequential Damages. Neither Party shall be liable hereunder for any special, incidental, indirect, punitive or consequential damages arising out of, or in connection with, this Easement Agreement or such Party's performance of its obligations hereunder, including, but not limited to, loss of profits or revenue, lost business opportunities, cost of capital or cost of replacement services. The provisions of this Section 24 shall survive the expiration or earlier termination of this Easement Agreement.

25. Governing Law. This Easement Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of California, without giving effect to the conflicts of laws principles thereof. The provisions of this Section 25 shall survive the expiration or earlier termination of this Easement Agreement

26. Transferability. The Parties hereby acknowledge and agree that the easements and other rights conferred by this Easement Agreement are intended to, and do, constitute covenants that run with and burden the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns, and all persons claiming under them.

27. Miscellaneous. The terms and provisions of Section 13 (*Assignment or Transfer*), Section 14 (*Confidentiality*), and Section 19 (*Miscellaneous*) of the PPA are by this reference incorporated into this Easement Agreement as though fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

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

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
) ss
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SUNPOWER

2.129 kWp Solar Project

[illegible]

2024 YEAR-TOTALS		2023 YEAR-TOTALS		2022 YEAR-TOTALS		2021 YEAR-TOTALS		2020 YEAR-TOTALS		2019 YEAR-TOTALS		2018 YEAR-TOTALS		2017 YEAR-TOTALS		2016 YEAR-TOTALS		2015 YEAR-TOTALS		2014 YEAR-TOTALS		2013 YEAR-TOTALS		2012 YEAR-TOTALS		2011 YEAR-TOTALS		2010 YEAR-TOTALS		2009 YEAR-TOTALS		2008 YEAR-TOTALS		2007 YEAR-TOTALS		2006 YEAR-TOTALS		2005 YEAR-TOTALS		2004 YEAR-TOTALS		2003 YEAR-TOTALS		2002 YEAR-TOTALS		2001 YEAR-TOTALS		2000 YEAR-TOTALS		1999 YEAR-TOTALS		1998 YEAR-TOTALS		1997 YEAR-TOTALS		1996 YEAR-TOTALS		1995 YEAR-TOTALS		1994 YEAR-TOTALS		1993 YEAR-TOTALS		1992 YEAR-TOTALS		1991 YEAR-TOTALS		1990 YEAR-TOTALS		1989 YEAR-TOTALS		1988 YEAR-TOTALS		1987 YEAR-TOTALS		1986 YEAR-TOTALS		1985 YEAR-TOTALS		1984 YEAR-TOTALS		1983 YEAR-TOTALS		1982 YEAR-TOTALS		1981 YEAR-TOTALS		1980 YEAR-TOTALS		1979 YEAR-TOTALS		1978 YEAR-TOTALS		1977 YEAR-TOTALS		1976 YEAR-TOTALS		1975 YEAR-TOTALS		1974 YEAR-TOTALS		1973 YEAR-TOTALS		1972 YEAR-TOTALS		1971 YEAR-TOTALS		1970 YEAR-TOTALS		1969 YEAR-TOTALS		1968 YEAR-TOTALS		1967 YEAR-TOTALS		1966 YEAR-TOTALS		1965 YEAR-TOTALS		1964 YEAR-TOTALS		1963 YEAR-TOTALS		1962 YEAR-TOTALS		1961 YEAR-TOTALS		1960 YEAR-TOTALS		1959 YEAR-TOTALS		1958 YEAR-TOTALS		1957 YEAR-TOTALS		1956 YEAR-TOTALS		1955 YEAR-TOTALS		1954 YEAR-TOTALS		1953 YEAR-TOTALS		1952 YEAR-TOTALS		1951 YEAR-TOTALS		1950 YEAR-TOTALS		1949 YEAR-TOTALS		1948 YEAR-TOTALS		1947 YEAR-TOTALS		1946 YEAR-TOTALS		1945 YEAR-TOTALS		1944 YEAR-TOTALS		1943 YEAR-TOTALS		1942 YEAR-TOTALS		1941 YEAR-TOTALS		1940 YEAR-TOTALS		1939 YEAR-TOTALS		1938 YEAR-TOTALS		1937 YEAR-TOTALS		1936 YEAR-TOTALS		1935 YEAR-TOTALS		1934 YEAR-TOTALS		1933 YEAR-TOTALS		1932 YEAR-TOTALS		1931 YEAR-TOTALS		1930 YEAR-TOTALS		1929 YEAR-TOTALS		1928 YEAR-TOTALS		1927 YEAR-TOTALS		1926 YEAR-TOTALS		1925 YEAR-TOTALS		1924 YEAR-TOTALS		1923 YEAR-TOTALS		1922 YEAR-TOTALS		1921 YEAR-TOTALS		1920 YEAR-TOTALS		1919 YEAR-TOTALS		1918 YEAR-TOTALS		1917 YEAR-TOTALS		1916 YEAR-TOTALS		1915 YEAR-TOTALS		1914 YEAR-TOTALS		1913 YEAR-TOTALS		1912 YEAR-TOTALS		1911 YEAR-TOTALS		1910 YEAR-TOTALS		1909 YEAR-TOTALS		1908 YEAR-TOTALS		1907 YEAR-TOTALS		1906 YEAR-TOTALS		1905 YEAR-TOTALS		1904 YEAR-TOTALS		1903 YEAR-TOTALS		1902 YEAR-TOTALS		1901 YEAR-TOTALS		1900 YEAR-TOTALS		1899 YEAR-TOTALS		1898 YEAR-TOTALS		1897 YEAR-TOTALS		1896 YEAR-TOTALS		1895 YEAR-TOTALS		1894 YEAR-TOTALS		1893 YEAR-TOTALS		1892 YEAR-TOTALS		1891 YEAR-TOTALS		1890 YEAR-TOTALS		1889 YEAR-TOTALS		1888 YEAR-TOTALS		1887 YEAR-TOTALS		1886 YEAR-TOTALS		1885 YEAR-TOTALS		1884 YEAR-TOTALS		1883 YEAR-TOTALS		1882 YEAR-TOTALS		1881 YEAR-TOTALS		1880 YEAR-TOTALS		1879 YEAR-TOTALS		1878 YEAR-TOTALS		1877 YEAR-TOTALS		1876 YEAR-TOTALS		1875 YEAR-TOTALS		1874 YEAR-TOTALS		1873 YEAR-TOTALS		1872 YEAR-TOTALS		1871 YEAR-TOTALS		1870 YEAR-TOTALS		1869 YEAR-TOTALS		1868 YEAR-TOTALS		1867 YEAR-TOTALS		1866 YEAR-TOTALS		1865 YEAR-TOTALS		1864 YEAR-TOTALS		1863 YEAR-TOTALS		1862 YEAR-TOTALS		1861 YEAR-TOTALS		1860 YEAR-TOTALS		1859 YEAR-TOTALS		1858 YEAR-TOTALS		1857 YEAR-TOTALS		1856 YEAR-TOTALS		1855 YEAR-TOTALS		1854 YEAR-TOTALS		1853 YEAR-TOTALS		1852 YEAR-TOTALS		1851 YEAR-TOTALS		1850 YEAR-TOTALS		1849 YEAR-TOTALS		1848 YEAR-TOTALS		1847 YEAR-TOTALS		1846 YEAR-TOTALS		1845 YEAR-TOTALS		1844 YEAR-TOTALS		1843 YEAR-TOTALS		1842 YEAR-TOTALS		1841 YEAR-TOTALS		1840 YEAR-TOTALS		1839 YEAR-TOTALS		1838 YEAR-TOTALS		1837 YEAR-TOTALS		1836 YEAR-TOTALS		1835 YEAR-TOTALS		1834 YEAR-TOTALS		1833 YEAR-TOTALS		1832 YEAR-TOTALS		1831 YEAR-TOTALS		1830 YEAR-TOTALS		1829 YEAR-TOTALS		1828 YEAR-TOTALS		1827 YEAR-TOTALS		1826 YEAR-TOTALS		1825 YEAR-TOTALS		1824 YEAR-TOTALS		1823 YEAR-TOTALS		1822 YEAR-TOTALS		1821 YEAR-TOTALS		1820 YEAR-TOTALS		1819 YEAR-TOTALS		1818 YEAR-TOTALS		1817 YEAR-TOTALS		1816 YEAR-TOTALS		1815 YEAR-TOTALS		1814 YEAR-TOTALS		1813 YEAR-TOTALS		1812 YEAR-TOTALS		1811 YEAR-TOTALS		1810 YEAR-TOTALS		1809 YEAR-TOTALS		1808 YEAR-TOTALS		1807 YEAR-TOTALS		1806 YEAR-TOTALS		1805 YEAR-TOTALS		1804 YEAR-TOTALS		1803 YEAR-TOTALS		1802 YEAR-TOTALS		1801 YEAR-TOTALS		1800 YEAR-TOTALS		1799 YEAR-TOTALS		1798 YEAR-TOTALS		1797 YEAR-TOTALS		1796 YEAR-TOTALS		1795 YEAR-TOTALS		1794 YEAR-TOTALS		1793 YEAR-TOTALS		1792 YEAR-TOTALS		1791 YEAR-TOTALS		1790 YEAR-TOTALS		1789 YEAR-TOTALS		1788 YEAR-TOTALS		1787 YEAR-TOTALS		1786 YEAR-TOTALS		1785 YEAR-TOTALS		1784 YEAR-TOTALS		1783 YEAR-TOTALS		1782 YEAR-TOTALS		1781 YEAR-TOTALS		1780 YEAR-TOTALS		1779 YEAR-TOTALS		1778 YEAR-TOTALS		1777 YEAR-TOTALS		1776 YEAR-TOTALS		1775 YEAR-TOTALS		1774 YEAR-TOTALS		1773 YEAR-TOTALS		1772 YEAR-TOTALS		1771 YEAR-TOTALS		1770 YEAR-TOTALS		1769 YEAR-TOTALS		1768 YEAR-TOTALS		1767 YEAR-TOTALS		1766 YEAR-TOTALS		1765 YEAR-TOTALS		1764 YEAR-TOTALS		1763 YEAR-TOTALS		1762 YEAR-TOTALS		1761 YEAR-TOTALS		1760 YEAR-TOTALS		1759 YEAR-TOTALS		1758 YEAR-TOTALS		1757 YEAR-TOTALS		1756 YEAR-TOTALS		1755 YEAR-TOTALS		1754 YEAR-TOTALS		1753 YEAR-TOTALS		1752 YEAR-TOTALS		1751 YEAR-TOTALS		1750 YEAR-TOTALS		1749 YEAR-TOTALS		1748 YEAR-TOTALS		1747 YEAR-TOTALS		1746 YEAR-TOTALS		1745 YEAR-TOTALS		1744 YEAR-TOTALS		1743 YEAR-TOTALS		1742 YEAR-TOTALS		1741 YEAR-TOTALS		1740 YEAR-TOTALS		1739 YEAR-TOTALS		1738 YEAR-TOTALS		1737 YEAR-TOTALS		1736 YEAR-TOTALS		1735 YEAR-TOTALS		1734 YEAR-TOTALS		1733 YEAR-TOTALS		1732 YEAR-TOTALS		1731 YEAR-TOTALS		1730 YEAR-TOTALS		1729 YEAR-TOTALS		1728 YEAR-TOTALS		1727 YEAR-TOTALS		1726 YEAR-TOTALS		1725 YEAR-TOTALS		1724 YEAR-TOTALS		1723 YEAR-TOTALS		1722 YEAR-TOTALS		1721 YEAR-TOTALS		1720 YEAR-TOTALS		1719 YEAR-TOTALS		1718 YEAR-TOTALS		1717 YEAR-TOTALS		1716 YEAR-TOTALS		1715 YEAR-TOTALS		1714 YEAR-TOTALS		1713 YEAR-TOTALS		1712 YEAR-TOTALS		1711 YEAR-TOTALS		1710 YEAR-TOTALS		1709 YEAR-TOTALS		1708 YEAR-TOTALS		1707 YEAR-TOTALS		1706 YEAR-TOTALS		1705 YEAR-TOTALS		1704 YEAR-TOTALS		1703 YEAR-TOTALS		1702 YEAR-TOTALS		1701 YEAR-TOTALS		1700 YEAR-TOTALS		1699 YEAR-TOTALS		1698 YEAR-TOTALS		1697 YEAR-TOTALS		1696 YEAR-TOTALS		1695 YEAR-TOTALS		1694 YEAR-TOTALS		1693 YEAR-TOTALS		1692 YEAR-TOTALS		1691 YEAR-TOTALS		1690 YEAR-TOTALS		1689 YEAR-TOTALS		1688 YEAR-TOTALS		1687 YEAR-TOTALS		1686 YEAR-TOTALS		1685 YEAR-TOTALS		1684 YEAR-TOTALS		1683 YEAR-TOTALS		1682 YEAR-TOTALS		1681 YEAR-TOTALS		1680 YEAR-TOTALS		1679 YEAR-TOTALS		1678 YEAR-TOTALS		1677 YEAR-TOTALS		1676 YEAR-TOTALS		1675 YEAR-TOTALS		1674 YEAR-TOTALS		1673 YEAR-TOTALS		1672 YEAR-TOTALS		1671 YEAR-TOTALS		1670 YEAR-TOTALS		1669 YEAR-TOTALS		1668 YEAR-TOTALS		1667 YEAR-TOTALS		1666 YEAR-TOTALS		1665 YEAR-TOTALS		1664 YEAR-TOTALS		1663 YEAR-TOTALS		1662 YEAR-TOTALS		1661 YEAR-TOTALS		1660 YEAR-TOTALS		1659 YEAR-TOTALS		1658 YEAR-TOTALS		1657 YEAR-TOTALS		1656 YEAR-TOTALS		1655 YEAR-TOTALS		1654 YEAR-TOTALS		1653 YEAR-TOTALS		1652 YEAR-TOTALS		1651 YEAR-TOTALS		1650 YEAR-TOTALS		1649 YEAR-TOTALS		1648 YEAR-TOTALS		1647 YEAR-TOTALS		1646 YEAR-TOTALS		1645 YEAR-TOTALS		1644 YEAR-TOTALS		1643 YEAR-TOTALS		1642 YEAR-TOTALS		1641 YEAR-TOTALS		1640 YEAR-TOTALS		1639 YEAR-TOTALS		1638 YEAR-TOTALS		1637 YEAR-TOTALS		1636 YEAR-TOTALS		1635 YEAR-TOTALS		1634 YEAR-TOTALS		1633 YEAR-TOTALS		1632 YEAR-TOTALS		1631 YEAR-TOTALS		1630 YEAR-TOTALS		1629 YEAR-TOTALS		1628 YEAR-TOTALS		1627 YEAR-TOTALS		1626 YEAR-TOTALS		1625 YEAR-TOTALS		1624 YEAR-TOTALS		1623 YEAR-TOTALS		1622 YEAR-TOTALS		1621 YEAR-TOTALS		1620 YEAR-TOTALS		1619 YEAR-TOTALS		1618 YEAR-TOTALS		1617 YEAR-TOTALS		1616 YEAR-TOTALS		1615 YEAR-TOTALS		1614 YEAR-TOTALS		1613 YEAR-TOTALS		1612 YEAR-TOTALS		1611 YEAR-TOTALS		1610 YEAR-TOTALS		1609 YEAR-TOTALS		1608 YEAR-TOTALS		1607 YEAR-TOTALS		1606 YEAR-TOTALS		1605 YEAR-TOTALS		1604 YEAR-TOTALS		1603 YEAR-TOTALS		1602 YEAR-TOTALS		1601 YEAR-TOTALS		1600 YEAR-TOTALS		1599 YEAR-TOTALS		1598 YEAR-TOTALS		1597 YEAR-TOTALS		1596 YEAR-TOTALS		1595 YEAR-TOTALS		1594 YEAR-TOTALS		1593 YEAR-TOTALS		1592 YEAR-TOTALS		1591 YEAR-TOTALS		1590 YEAR-TOTALS		1589 YEAR-TOTALS		1588 YEAR-TOTALS		1587 YEAR-TOTALS		1586 YEAR-TOTALS		1585 YEAR-TOTALS		1584 YEAR-TOTALS		1583 YEAR-TOTALS		1582 YEAR-TOTALS		1581 YEAR-TOTALS		1580 YEAR-TOTALS		1579 YEAR-TOTALS		1578 YEAR-TOTALS		1577 YEAR-TOTALS		1576 YEAR-TOTALS		1575 YEAR-TOTALS		1574 YEAR-TOTALS		1573 YEAR-TOTALS		1572 YEAR-TOTALS		1571 YEAR-TOTALS		1570 YEAR-TOTALS		1569 YEAR-TOTALS		1568 YEAR-TOTALS		1567 YEAR-TOTALS		1566 YEAR-TOTALS		1565 YEAR-TOTALS		1564 YEAR-TOTALS		1563 YEAR-TOTALS		1562 YEAR-TOTALS		1561 YEAR-TOTALS		1560 YEAR-TOTALS		1559 YEAR-TOTALS		1558 YEAR-TOTALS		1557 YEAR-TOTALS		1556 YEAR-TOTALS		1555 YEAR-TOTALS		1554 YEAR-TOTALS		1553 YEAR-TOTALS		1552 YEAR-TOTALS		1551 YEAR-TOTALS		1550 YEAR-TOTALS		1549 YEAR-TOTALS		1548 YEAR-TOTALS		1547 YEAR-TOTALS		1546 YEAR-TOTALS		1545 YEAR-TOTALS		1544 YEAR-TOTALS		1543 YEAR-TOTALS		1542 YEAR-TOTALS		1541 YEAR-TOTALS		1540 YEAR-TOTALS		1539 YEAR-TOTALS		1538 YEAR-TOTALS		1537 YEAR-TOTALS		1536 YEAR-TOTALS		1535 YEAR-TOTALS		1534 YEAR-TOTALS		1533 YEAR-TOTALS		1532 YEAR-TOTALS		1531 YEAR-TOTALS		1530 YEAR-TOTALS		1529 YEAR-TOTALS		1528 YEAR-TOTALS		1527 YEAR-TOTALS		1526 YEAR-TOTALS		1525 YEAR-TOTALS		1524 YEAR-TOTALS		1523 YEAR-TOTALS		1522 YEAR-TOTALS		1521 YEAR-TOTALS		1520 YEAR-TOTALS		1519 YEAR-TOTALS		1518 YEAR-TOTALS		1517 YEAR-TOTALS		1516 YEAR-TOTALS		1515 YEAR-TOTALS		1514 YEAR-TOTALS		1513 YEAR-TOTALS		1512 YEAR-TOTALS		1511 YEAR-TOTALS		1510 YEAR-TOTALS		1509 YEAR-TOTALS		1508 YEAR-TOTALS		1507 YEAR-TOTALS		1506 YEAR-TOTALS		1505 YEAR-TOTALS		1504 YEAR-TOTALS		1503 YEAR-TOTALS		1502 YEAR-TOTALS		1501 YEAR-TOTALS		1500 YEAR-TOTALS		1499 YEAR-TOTALS		1498 YEAR-TOTALS		1497 YEAR-TOTALS		1496 YEAR-TOTALS		1495 YEAR-TOTALS		1494 YEAR-TOTALS		1493 YEAR-TOTALS		1492 YEAR-TOTALS		1491 YEAR-TOTALS		1490 YEAR-TOTALS		1489 YEAR-TOTALS		1488 YEAR-TOTALS		1487 YEAR-TOTALS		1486 YEAR-TOTALS		1485 YEAR-TOTALS		1484 YEAR-TOTALS		1483 YEAR-TOTALS		1482 YEAR-TOTALS		1481 YEAR-TOTALS		1480 YEAR-TOTALS		1479 YEAR-TOTALS		1478 YEAR-TOTALS		1477 YEAR-TOTALS		1476 YEAR-TOTALS		1475 YEAR-TOTALS		1474 YEAR-TOTALS		1473 YEAR-TOTALS		1472 YEAR-TOTALS		1471 YEAR-TOTALS		1470 YEAR-TOTALS		1469 YEAR-TOTALS		1468 YEAR-TOTALS		1467 YEAR-TOTALS		1466 YEAR-TOTALS		1465 YEAR-TOTALS		1464 YEAR-TOTALS		1463 YEAR-TOTALS		1462 YEAR-TOTALS		1461 YEAR-TOTALS		1460 YEAR-TOTALS		1459 YEAR-TOTALS		1458 YEAR-TOTALS		1457 YEAR-TOTALS		1456 YEAR-TOTALS		1455 YEAR-TOTALS		1454 YEAR-TOTALS		1453 YEAR-TOTALS		1452 YEAR-TOTALS		1451 YEAR-TOTALS		1450 YEAR-TOTALS		1449 YEAR-TOTALS		1448 YEAR-TOTALS		1447 YEAR-TOTALS		1446 YEAR-TOTALS		1445 YEAR-TOTALS		1444 YEAR-TOTALS		1443 YEAR-TOTALS		1442 YEAR-TOTALS		1441 YEAR-TOTALS		1440 YEAR-TOTALS		1439 YEAR-TOTALS		1438 YEAR-TOTALS		1437 YEAR-TOTALS		1436 YEAR-TOTALS		1435 YEAR-TOTALS		1434 YEAR-TOTALS		1433 YEAR-TOTALS		1432 YEAR-TOTALS		1431 YEAR-TOTALS		1430 YEAR-TOTALS		1429 YEAR-TOTALS		1428 YEAR-TOTALS		1427 YEAR-TOTALS		1426 YEAR-TOTALS		1425 YEAR-TOTALS		1424 YEAR-TOTALS		1423 YEAR-TOTALS		1422 YEAR-TOTALS		1421 YEAR-TOTALS		1420 YEAR-TOTALS		1419 YEAR-TOTALS		1418 YEAR-TOTALS		1417 YEAR-TOTALS		1416 YEAR-TOTALS		1415 YEAR-TOTALS		1414 YEAR-TOTALS		1413 YEAR-TOTALS		1412 YEAR-TOTALS		1411 YEAR-TOTALS		1410 YEAR-TOTALS		1409 YEAR-TOTALS		1408 YEAR-TOTALS		1407 YEAR-TOTALS		1406 YEAR-TOTALS		1405 YEAR-TOTALS		1404 YEAR-TOTALS		1403 YEAR-TOTALS		1402 YEAR-TOTALS		1401 YEAR-TOTALS		1400 YEAR-TOTALS		1399 YEAR-TOTALS		1398 YEAR-TOTALS		1397 YEAR-TOTALS		1396 YEAR-TOTALS		1395 YEAR-TOTALS		1394 YEAR-TOTALS		1393 YEAR-TOTALS		1392 YEAR-TOTALS		1391 YEAR-TOTALS		1390 YEAR-TOTALS		1389 YEAR-TOTALS		1388 YEAR-TOTALS		1387 YEAR-TOTALS		1386 YEAR-TOTALS		1385 YEAR-TOTALS		1384 YEAR-TOTALS		1383 YEAR-TOTALS		1382 YEAR-TOTALS		1381 YEAR-TOTALS		1380 YEAR-TOTALS		1379 YEAR-TOTALS		1378 YEAR-TOTALS		1377 YEAR-TOTALS		1376 YEAR-TOTALS		1375 YEAR-TOTALS		1374 YEAR-TOTALS		1373 YEAR-TOTALS		1372 YEAR-TOTALS		1371 YEAR-TOTALS		1370 YEAR-TOTALS		1369 YEAR-TOTALS		1368 YEAR-TOTALS		1367 YEAR-TOTALS		1366 YEAR-TOTALS		1365 YEAR-TOTALS		1364 YEAR-TOTALS		1363 YEAR-TOTALS		1362 YEAR-TOTALS		1361 YEAR-TOTALS		1360 YEAR-TOTALS		1359 YEAR-TOTALS		1358 YEAR-TOTALS		1357 YEAR-TOTALS		1356 YEAR-TOTALS		1355 YEAR-TOTALS		1354 YEAR-TOTALS		1353 YEAR-TOTALS		1352 YEAR-TOTALS		1351 YEAR-TOTALS		1350 YEAR-TOTALS		1349 YEAR-TOTALS		1348 YEAR-TOTALS		1347 YEAR-TOTALS		1346 YEAR-TOTALS		1345 YEAR-TOTALS		1344 YEAR-TOTALS		1343 YEAR-TOTALS		1342 YEAR-TOTALS		1341 YEAR-TOTALS		1340 YEAR-TOTALS		1339 YEAR-TOTALS		1338 YEAR-TOTALS		1337 YEAR-TOTALS		1336 YEAR-TOTALS		1335 YEAR-TOTALS		1334 YEAR-TOTALS		1333 YEAR-TOTALS		1332 YEAR-TOTALS		1331 YEAR-TOTALS		1330 YEAR-TOTALS		1329 YEAR-TOTALS		1328 YEAR-TOTALS		1327 YEAR-TOTALS		1326 YEAR-TOTALS		1325 YEAR-TOTALS		1324 YEAR-TOTALS		1323 YEAR-TOTALS		1322 YEAR-TOTALS		1321 YEAR-TOTALS		1320 YEAR-TOTALS		1319 YEAR-TOTALS		1318 YEAR-TOTALS		1317 YEAR-TOTALS		1316 YEAR-TOTALS		1315 YEAR-TOTALS		1314 YEAR-TOTALS		1313 YEAR-TOTALS		1312 YEAR-TOTALS		1311 YEAR-TOTALS		1310 YEAR-TOTALS		1309 YEAR-TOTALS		1308 YEAR-TOTALS		1307 YEAR-TOTALS		1306 YEAR-TOTALS		1305 YEAR-TOTALS		1304 YEAR-TOTALS		1303 YEAR-TOTALS		1302 YEAR-TOTALS		1301 YEAR-TOTALS		1300 YEAR-TOTALS		1299 YEAR-TOTALS		1298 YEAR-TOTALS		1297 YEAR-TOTALS		1296 YEAR-TOTALS		1295 YEAR-TOTALS		1294 YEAR-TOTALS		1293 YEAR-TOTALS		1292 YEAR-TOTALS		1291 YEAR-TOTALS		1290 YEAR-TOTALS		1289 YEAR-TOTALS		1288 YEAR-TOTALS		1287 YEAR-TOTALS		1286 YEAR-TOTALS		1285 YEAR-TOTALS		1284 YEAR-TOTALS		1283 YEAR-TOTALS		1282 YEAR-TOTALS		1281 YEAR-TOTALS		1280 YEAR-TOTALS		1279 YEAR-TOTALS		1278 YEAR-TOTALS		1277 YEAR-TOTALS		1276 YEAR-TOTALS		1275 YEAR-TOTALS		1274 YEAR-TOTALS		1273 YEAR-TOTALS		1272 YEAR-TOTALS		1271 YEAR-TOTALS		1270 YEAR-TOTALS		1269 YEAR-TOTALS		1268 YEAR-TOTALS		1267 YEAR-TOTALS		1266 YEAR-TOTALS		1265 YEAR-TOTALS		1264 YEAR-TOTALS		1263 YEAR-TOTALS		1262 YEAR-TOTALS		1261 YEAR-TOTALS		1260 YEAR-TOTALS		1259 YEAR-TOTALS		1258 YEAR-TOTALS		1257 YEAR-TOTALS		1256 YEAR-TOTALS		1255 YEAR-TOTALS		1254 YEAR-TOTALS		1253 YEAR-TOTALS		1252 YEAR-TOTALS		1251 YEAR-TOTAL	
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Source: U.S. Census Bureau, *Marriage, Divorce, Remarriage*, 1976.

115

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

In the Matter of Adopting Development
Fees on Residential and Commercial and
Industrial Development to Fund the
Construction or Reconstruction of School
Facilities

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)
)
)
)

RESOLUTION

NO. 2017-18/20

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter “fee” or “fees”), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter “development”), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board “SAB” and to become effective at its January meeting; and

WHEREAS, the SAB at its January 24, 2018 meeting, set the maximum fee to \$3.79 per square foot for residential development and to \$0.61 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are an increase of what is currently being collected by Marysville Joint Unified School District. A copy of the Study is attached hereto, marked Exhibit "A," and incorporated herein by this reference; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

116

1. The foregoing recitals are true and correct.

2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District;

B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:

(1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children;

(2) Additional students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary;

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.

(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on

the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District;

D. The District has no, or limited local revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed;

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees;

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of \$3.79 per square foot of assessable space as such space is defined in Government Code § 65995(b)(1).

B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of \$0.61 per square foot of chargeable

covered and enclosed space as such space is defined in Government Code § 65995(b)(2), except for Rental Self-Storage projects in which a fee of \$0.14 per square foot is justified.

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that

certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in the Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.

10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution unless the School Board states this is an urgency due to the significant needs and impacts of the impending new housing developments and there is a 4/5ths majority vote, to cause that the imposition of fees shall take effect thirty (30) days after the date of this Resolution.

11. The Superintendent or the District's designee is hereby authorized and directed to do the following:

A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein "Fund") into which the fees received by the District shall be deposited and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the

construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on March 27, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary-Board of Trustees

Randy Rasmussen
President- Board of Trustees

1919 B St.
Marysville, CA 95901-3731
Phone 530-741-6000

Dr. Gay Todd
Superintendent

LEVEL 1 - DEVELOPER FEE
JUSTIFICATION STUDY
for
MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

March 2016



SchoolWorks, Inc.
8331 Sierra College Blvd., #221
Roseville, CA 95661

Phone: 916-733-0402
www.SchoolWorksGIS.com

TABLE OF CONTENTS

Executive Summary	1
Background	2
Purpose and Intent.....	3
Burden Nexus	3
Cost Nexus	3
Benefit Nexus.....	3
Enrollment Projections	4
Student Generation Factor.....	5
New Residential Development Projections	6
Existing Facility Capacity	7
Classroom Loading Standards.....	7
Existing Facility Capacity	8
Unhoused Students by State Housing Standards.....	10
Calculation of Development's Fiscal Impact on Schools	11
School Facility Construction Costs.....	11
Impact of Residential Development	12
Impact of Commercial/Industrial Development.....	13
Employees per Square Foot of Commercial Development	13
Students per Employee.....	14
School Facilities Cost per Student	14
Residential Offset.....	14
Net Cost per Square Foot	15
Verifying the Sufficiency of the Development Impact.....	15
District Map	16
Conclusion	17
Burden Nexus	17
Cost Nexus	17
Benefit Nexus.....	17



Appendix

- **SAB 50-01 - Enrollment Certification/Projection**
- **Census Data**
- **Use of Developer Fees**
- **Site Development Costs**
- **Index Adjustment on the Assessment for Development – State Allocation Board Meeting of February 24, 2016**
- **Annual Adjustment to School Facility Program Grants**

Executive Summary

This developer fee justification study demonstrates that the Marysville Joint Unified School District requires the full statutory impact fee to accommodate growth from development activity.

A fee of \$3.36 per square foot for residential construction and a fee of \$0.54 per square foot for commercial/industrial construction is currently assessed on applicable permits pulled in the District. The new fee amounts are **\$3.48** per square foot for residential construction and **\$0.56*** per square foot for commercial/industrial construction. This proposed increase represents \$0.12 per square foot and \$0.02 per square foot for residential and commercial/industrial construction, respectively.

The following table shows the impacts of the new fee amounts:

Table 1
MARYSVILLE JOINT UNIFIED
Developer Fee Collection Rates

Totals	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$3.36	\$3.48	\$0.12
Commercial/Ind.	\$0.54	\$0.56	\$0.02

*except for Rental Self Storage facilities in which a fee of \$0.14 per square foot is justified.

Background

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities or reopening schools to accommodate development-related enrollment growth. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

As enrollment increases, additional school facilities will be needed to house the growth in the student population. Because of the high cost associated with constructing school facilities and the District's limited budget, outside funding sources are required for future school construction. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at \$1.50 per square foot for residential construction and \$0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently **\$3.48** per square foot of residential construction and **\$0.56** per square foot of commercial or industrial construction.

Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this report is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for additional facilities in the Marysville Joint Unified School District.

Following in this report will be figures indicating the current enrollment and the projected growth occurring within the attendance boundaries of the Marysville Joint Unified School District. This projected growth will then be loaded into existing facilities to the extent of available space. Thereafter, the needed facilities will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.



Enrollment Projections

In 2015/2016 the District's total enrollment (CBEDS) was 9,672 students. The enrollment by grade level is shown here in Table 2.

Table 2

MARYSVILLE JOINT UNIFIED CURRENT ENROLLMENT

Grade	2015/2016
K	936
1	772
2	770
3	810
4	754
5	820
6	726
<hr/>	
K-6 Total	5,588
7	719
8	678
<hr/>	
7-8 Total	1,397
9	660
10	650
11	677
12	700
<hr/>	
9-12 Total	2,687
<hr/>	
K-12 Total	9,672

This data will be the basis for the enrollment projections which will be presented later after a review of the development projections and the student generation factors.

Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related growth.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of increased enrollment. The State-wide factor used by the Office of Public School Construction is 0.70 for grades K-12. For the purposes of this report we will use the local factors to determine the students generated from new housing developments. This was done by comparing the number of housing units in the school district to the number of students in the school district as of the 2010 Census. Table 3 shows the student generation factors for the various grade groupings.

Table 3

MARYSVILLE JOINT UNIFIED STUDENT GENERATION FACTORS

<u>Grades</u>	<u>Students per Household</u>
K-6	0.2718
7-8	0.0713
9-12	0.1339
Total	0.477

New Residential Development Projections

The Marysville Joint Unified School District has experienced an average new residential construction rate of approximately 99 units per year. Projecting the average rate forward, we would expect that 495 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, an enrollment projection is done. Applying the student generation factor of 0.477 to the projected 495 units of residential housing, we expect that 236 students will be generated from the new residential construction over the next five years. This includes 135 elementary school students, 35 middle school students, and 66 high school students.

The District will use this development-based enrollment projection for the purposes of this study. This is utilized as the cost basis for development impact throughout this study, unless otherwise noted.

Table 4

MARYSVILLE JOINT UNIFIED FIVE YEAR ENROLLMENT PROJECTIONS

<u>Grades</u>	<u>Current Enrollment</u>	<u>Development Projection</u>	<u>Projected Enrollment</u>
K to 6	5,588	135	5,723
7 to 8	1,397	35	1,432
9 to 12	2,687	66	2,753
Totals	9,672	236	9,908



Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District's existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of "support-spaces" necessary for the conduct of the District's comprehensive educational program, are not included as "teaching stations," commonly known as "classrooms" to the public:

Table 5

List of Core and Support Facilities

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development's impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station "capacity," in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

Table 6

State Classroom Loading Standards

Kindergarten	25 Students/Classroom
1 st -3 rd Grades	25 Students/Classroom
4 th -6 th Grades	25 Students/Classroom
7 th -8 th Grades	27 Students/Classroom
9 th -12 th Grades	27 Students/Classroom



Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations were included in the calculation of the capacities. To account for activity and changes since the baseline was established, the student grants for new construction projects funded by OPSC have been added. Using these guidelines the District's current State calculated capacity is shown in Table 7.



Table 7

MARYSVILLE JOINT UNIFIED
Summary of Existing Facility Capacity

<u>School Facility</u>	<u>Permanent Classrooms</u>	<u>Portable Classrooms</u>	<u>Chargable Portables</u>	<u>Total Chargable Classrooms</u>	<u>State Loading Factor</u>	<u>State Funded Projects</u>	<u>Total State Capacity</u>
Grades K-6	166	97	47	213	25	773	6,098
Grades 7-8	46	19	9	55	27	-157	1,328
Grades 9-12	63	41	20	83	27	706	2,947
Special Ed	29	0	0	29	13	52	429
Totals	304	157	76	380		1,374	10,802

OPSC Funded Projects

<u>Name</u>	<u>Project #</u>	<u>K-6 Grants</u>	<u>7-8 Grants</u>	<u>9-12 Grants</u>	<u>Special Ed</u>	<u>CR</u>
South Lindhurst	1	0	0	18	0	1
Lindhurst High	2	0	0	22	0	2
Dobbins Elem	7	24	0	0	0	2
Loma Rica Elem	8	50	0	0	0	3
Mckenney Int	9	0	27	0	0	4
Cedar Lane Elem	11	110	0	0	0	5
Linda Elem	12	84	0	0	0	5
Covillaud Elem	13	13	0	0	0	1
Kynock Elem	14	50	0	0	0	2
Lindhurst High	15	0	0	44	0	2
Arboga Elem	16	66	0	0	0	4
Browns Valley Elem	17	150	0	0	0	6
Dobbins Elem	18	65	0	0	0	0
Edgewater Elem	19	325	0	0	0	13
Yuba Gardens Int	20	0	256	0	0	2
Mckenney Int	21	36	73	0	0	0
Lindhurst High	22	0	0	378	0	14
Marysville High	23	0	0	378	0	14
Yuba Feather Elem	24	0	135	0	13	6
Lincoln Alt	25	0	0	55	0	4
Olivehurst Elem	28	175	0	0	13	8
Johnson Park Elem	29	150	0	0	26	8
Alicia Closure		-275	-594	0	0	
Portables Demolished		-250	-54	-189	0	
Totals		773	-157	706	52	106

As Table 7 shows, the total State capacity of the District facilities is 10,802 students.



Unhoused Students by State Housing Standards

This next chart compares the capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the maximum seats needed to house the students within the existing homes. The seats needed were determined individually for each grade grouping. The projected enrollment in this analysis did not include the impact of any new housing units.

Table 8

MARYSVILLE JOINT UNIFIED
Summary of Available District Capacity

<u>School Facility</u>	<u>State Capacity</u>	<u>Space Needed</u>	<u>Available Capacity</u>
Grades K-6	6,098	6,392	(294)
Grades 7-8	1,328	1,484	(156)
Grades 9-12	2,947	2,887	60
Special Ed	429	0	429
Totals	10,802	10,763	39

The District capacity of 10,802 is more than the space needed of 10,763. The difference is 39 students. Since the enrollment space needed at the K-8 grade levels exceeds the District capacity there is not excess capacity to house grade K-8 students from new development.

Calculation of Development's Fiscal Impact on Schools

This section of the study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for additional school facilities in the Marysville Joint Unified School District. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

School Facility Construction Costs

For the purposes of estimating the cost of building schools we have used the State School Building Program funding allowances. These amounts are shown in Table 9. In addition to the basic construction costs, there are site acquisition costs of \$67,546 per acre and service-site, utilities, off-site and general site development costs which are also shown in Table 9.

Table 9

NEW CONSTRUCTION COSTS

Grade	Base Grant	Fire Alarms	Fire Sprinklers	Per Student	
				Total	
K-6	\$21,268	\$24	\$356	\$21,648	
7-8	\$22,494	\$34	\$424	\$22,952	
9-12	\$28,622	\$58	\$440	\$29,120	
Site Acreage Needs					
Grade	Typical	Average	Projected	Equivalent	Site
	Acres	Students	Unhoused	Sites	Acres
K-6	10	600	135	0.23	2.25
7-8	20	800	35	0.04	0.88
9-12	40	1,500	6	0.00	0.16
TOTAL					3.29

General Site Development Allowance

Grade	Acres	Allowance/ Acre	Base Cost	% Allowance	Added Cost	Total Cost
K-6	2.25	\$34,616	\$77,886	6%	\$175,349	\$253,235
7-8	0.88	\$34,616	\$30,462	6%	\$48,199	\$78,661
9-12	0.16	\$34,616	\$5,539	3.75%	\$6,552	\$12,091
Totals	3.29					\$343,987

Site Acquisition & Development Summary

Grade	Acres To Be Bought	Land Cost/Acre	Total Land Cost	Site Development Cost/Acre	Site Dev. Cost	General Site Development	Total Site Development
K-6	2.25	\$67,546	\$151,979	\$228,819	\$514,843	\$253,235	\$768,078
7-8	0.88	\$67,546	\$59,440	\$215,274	\$189,441	\$78,661	\$268,102
9-12	0.16	\$67,546	\$10,807	\$251,034	\$40,165	\$12,091	\$52,256
Totals	3.29		\$222,226		\$744,449	\$343,987	\$1,088,436

Note: The grant amounts used are twice those shown in the appendix to represent the full cost of the facility needs and not just the standard State funding share of 50%.



Impact of Residential Development

This next table compares the development-related enrollment projection to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

In addition, the State provides that each District shall be reimbursed for site acquisition costs, including appraisals, surveys and title reports. The District needs to acquire 3.29 acres to meet the needs of the students projected from the new developments.

Table 10

**MARYSVILLE JOINT UNIFIED
Summary of Residential Impact**

<u>School Facility</u>	<u>Development Projection</u>	<u>Available Space</u>	<u>Net Unhoused</u>	<u>Construction Cost Per Student</u>	<u>Total Facility Costs</u>
Elementary	135	0	135	\$21,648	\$2,922,480
Middle	35	0	35	\$22,952	\$803,320
High & Cont.	66	60	6	\$29,120	\$174,720
Site Purchase: 3.29 acres					\$222,226
Site Development:					\$1,088,436
New Construction Needs:					\$5,211,182
TOTAL NEEDS:					\$5,211,182
Average cost per student:					\$29,609

The total need for school facilities based on the impact of the 495 new housing units projected over the next five years totals \$5,211,182. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 1,778 square feet. The total area for 495 new homes would therefore be 880,110 square feet. The total residential fee needed to be able to collect \$5,211,182 would be **\$5.92** per square foot.



Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the most complete and authoritative source of information on the community in addition to the "1990 SanDAG Traffic Generators Report".

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments "1990 San DAG Traffic Generators" are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

Table 11

Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report



Students per Employee

The number of students per employee is determined by using the 2008-2012 American Community Survey 5-Year Estimates for the District. There were 20,884 employees and 20,515 homes in the District. This represents a ratio of 1.018 employees per home.

There were 9,785 school age children attending the District in 2010. This is a ratio of 0.4685 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (24.3%), because only those employees living in the District will impact the District's school facilities with their children. The actual ratio of students per employee in the District is 0.1139.

School Facilities Cost per Student

State costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 10.

Residential Offset

When additional employees are generated in the District as a result of new commercial/industrial development, fees will also be charged on the residential units necessary to provide housing for the employees living in the District. To prevent a commercial or industrial development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).
- Percentage of employees that worked in their community of residence (24.3 percent).
- Housing units per employee (0.9823). This was derived from the 2008-2012 ACS 5 Year Estimates data for the District, which indicates there were 20,515 housing units and 20,884 employees.
- Percentage of employees that will occupy new housing units (75 percent).
- Average square feet per dwelling unit (1,778).
- Residential fee charged by the District (\$3.48 per square foot).

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.



Table 12

MARYSVILLE JOINT UNIFIED							
Summary of Commercial and Industrial Uses							
Type	Employees per 1,000 Sq. Ft.	Students per Employee	Students per 1,000 Sq. Ft.	Average Cost per Student	Cost per Sq. Ft.	Residential offset per Sq. Ft.	Net Cost per Sq. Ft.
Banks	2.83	0.1139	0.322	\$29,609	\$9.54	\$3.13	\$6.41
Community Shopping Centers	1.53	0.1139	0.174	\$29,609	\$5.16	\$1.69	\$3.46
Neighborhood Shopping Centers	2.71	0.1139	0.309	\$29,609	\$9.14	\$3.00	\$6.13
Industrial Business Parks	3.52	0.1139	0.401	\$29,609	\$11.87	\$3.90	\$7.97
Industrial Parks	1.35	0.1139	0.154	\$29,609	\$4.55	\$1.50	\$3.06
Rental Self Storage	0.06	0.1139	0.007	\$29,609	\$0.20	\$0.07	\$0.14
Scientific Research & Development	3.04	0.1139	0.346	\$29,609	\$10.25	\$3.37	\$6.88
Lodging	1.13	0.1139	0.129	\$29,609	\$3.81	\$1.25	\$2.56
Standard Commercial Office	4.79	0.1139	0.545	\$29,609	\$16.15	\$5.31	\$10.84
Large High Rise Commercial Office	4.31	0.1139	0.491	\$29,609	\$14.53	\$4.77	\$9.76
Corporate Offices	2.69	0.1139	0.306	\$29,609	\$9.07	\$2.98	\$6.09
Medical Offices	4.27	0.1139	0.486	\$29,609	\$14.39	\$4.73	\$9.66

*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the State Maximum Fee is now \$0.56 for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories with the exception of Rental Self Storage. The District will only be allowed to collect \$0.14 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

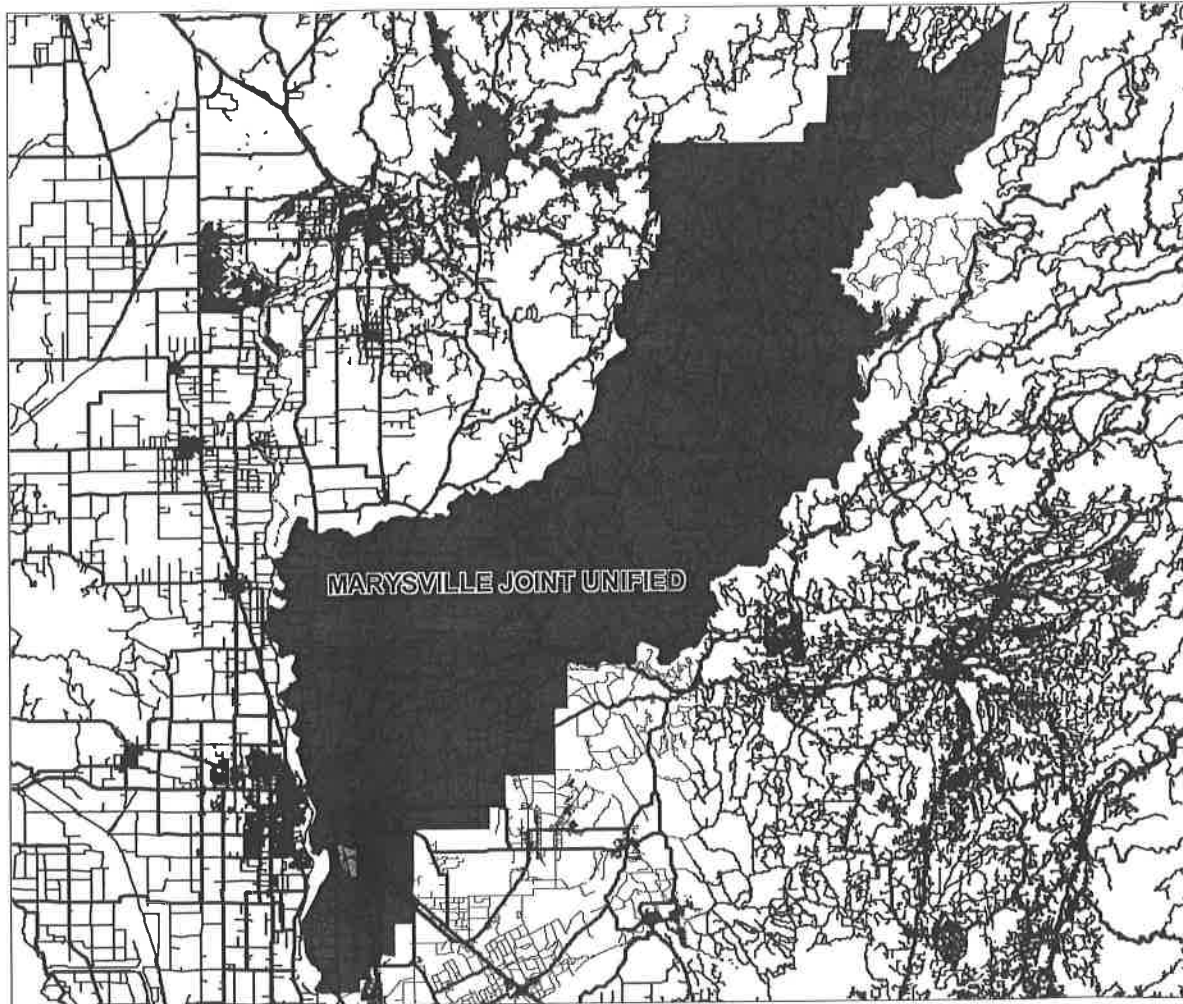
Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities totals \$5,211,182. The amount the District would collect over the five year period at the maximum rate of \$3.48 for residential and \$0.56 for commercial/industrial development would be as follows:

\$3.48 x 495 homes x 1,778 sq ft per home = \$3,062,783 for Residential
 \$0.56 x 61,698 sq ft per year x 5 years = \$172,754 for Commercial/Industrial
 Total projected 5 year income: \$3,235,537
 The estimated income is less than the projected needs.

District Map

The following map shows the extent of the areas for which development fees are applicable to the Marysville Joint Unified School District.



Conclusion

Based on the data contained in this study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for additional school facilities in the Marysville Joint Unified School District. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.477 K-12 grade students per unit. Because the District does not have adequate facilities for the students generated by new developments, the district will need to build additional facilities and/or modernize/reconstruct the existing facilities in which the new students will be housed.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of \$5.92 per square foot of residential development. Each square foot of residential development will generate \$3.48 in developer fees resulting in a shortfall of \$2.44 per square foot.

Benefit Nexus: The developer fees to be collected by the Marysville Joint Unified School District will be used for the provision of additional and reconstructed school facilities. This will benefit the students to be generated by new development by providing them with adequate educational facilities.

The District's planned use of the fees received from development impacts will include the following types of projects each of which will benefit students from new developments.

- 1) New Schools: When there is enough development activity occurring in a single area, the District will build a new school to house the students from new developments.
- 2) Additions to Existing Schools: When infill development occurs, the District will accommodate students at existing schools by building needed classrooms and/or support facilities such as cafeterias, restrooms, gyms and libraries as needed to increase the school capacity. Schools may also need upgrades of the technology and tele-communication systems to be able to increase their capacity.
- 3) Portable Replacement Projects: Some of the District's capacity may be in portables. These portables will need to be replaced with new permanent or



modular classrooms to provide adequate space for the students from new developments.

- 4) Modernization/Upgrade Projects: In many cases, students from new developments are not located in areas where new schools are planned to be built. The District plans to modernize or upgrade older schools to be equivalent to new schools so students will be housed in equitable facilities to those students housed in new schools. These projects may include updates to the building structures to meet current building standards, along with upgrades to the current fire and safety standards and any access compliance standards.

The reasonable relationship identified by these findings provides the required justification for the Marysville Joint Unified School District to levy the maximum fees of \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of \$0.14 per square foot is justified as authorized by Education Code Section 17620.

Appendices

DEVELOPER FEE JUSTIFICATION STUDY 2016

Marysville Joint Unified School District

STATE OF CALIFORNIA
ENROLLMENT CERTIFICATION/PROJECTION
 SAB 50-01 (REV 05/09)

STATE ALLOCATION BOARD
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION
 Page 6 of 6

SCHOOL DISTRICT Marysville Joint Unified	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72736
COUNTY Yuba	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: ☒ Fifth-Year Enrollment Projection ☐ Tenth-Year Enrollment Projection

HSAA Districts Only - Check one: ☐ Attendance ☐ Residency

☐ Residency - COS Districts Only - (Fifth Year Projection Only)

☐ Modified Weighting (Fifth-Year Projection Only)

☐ Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only)

Part H. District Student Yield Factor
 (Fifth-Year Projection Only)

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
6412	1502	2906	10820

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2012 / 2013	2013 / 2014	2014 / 2015	2015 / 2016
K					868	847	843	936
1					833	874	812	772
2					866	791	809	770
3					760	837	751	810
4					755	747	816	754
5					713	731	728	820
6					661	708	696	726
7					681	656	689	719
8					686	691	645	678
9					743	675	659	660
10					664	692	673	650
11					651	637	692	677
12					701	607	680	700
TOTAL					9582	9493	9493	9672

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2012 / 2013	2013 / 2014	2014 / 2015	2015 / 2016

Part F. Birth Data - (Fifth-Year Projection Only)

☐ County Birth Data ☐ Birth Data by District ZIP Codes ☐ Estimate ☐ Estimate ☐ Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

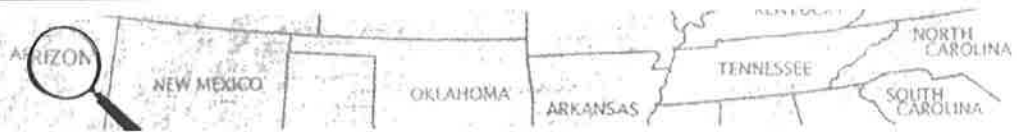
SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

E-MAIL ADDRESS

144



DP04

SELECTED HOUSING CHARACTERISTICS

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Marysville Joint Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
HOUSING OCCUPANCY				
Total housing units	23,142	+/-294	23,142	(X)
Occupied housing units	20,515	+/-484	88.6%	+/-1.9
Vacant housing units	2,627	+/-448	11.4%	+/-1.9
Homeowner vacancy rate	4.3	+/-1.4	(X)	(X)
Rental vacancy rate	7.8	+/-2.5	(X)	(X)
UNITS IN STRUCTURE				
Total housing units	23,142	+/-294	23,142	(X)
1-unit, detached	15,622	+/-556	67.5%	+/-2.1
1-unit, attached	321	+/-92	1.4%	+/-0.4
2 units	968	+/-243	4.2%	+/-1.1
3 or 4 units	993	+/-257	4.3%	+/-1.1
5 to 9 units	1,244	+/-262	5.4%	+/-1.1
10 to 19 units	483	+/-183	2.1%	+/-0.8
20 or more units	793	+/-169	3.4%	+/-0.7
Mobile home	2,641	+/-356	11.4%	+/-1.6
Boat, RV, van, etc.	77	+/-81	0.3%	+/-0.4
YEAR STRUCTURE BUILT				
Total housing units	23,142	+/-294	23,142	(X)
Built 2010 or later	61	+/-66	0.3%	+/-0.3
Built 2000 to 2009	5,001	+/-388	21.6%	+/-1.7
Built 1990 to 1999	2,306	+/-285	10.0%	+/-1.2
Built 1980 to 1989	2,809	+/-350	12.1%	+/-1.5
Built 1970 to 1979	4,643	+/-503	20.1%	+/-2.1
Built 1960 to 1969	2,679	+/-383	11.6%	+/-1.6
Built 1950 to 1959	2,954	+/-375	12.8%	+/-1.6
Built 1940 to 1949	1,340	+/-229	5.8%	+/-1.0
Built 1939 or earlier	1,349	+/-244	5.8%	+/-1.1
ROOMS				
Total housing units	23,142	+/-294	23,142	(X)
1 room	136	+/-87	0.6%	+/-0.4
2 rooms	673	+/-223	2.9%	+/-1.0

Subject	Marysville Joint Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
3 rooms	2,449	+/-383	10.6%	+/-1.6
4 rooms	4,650	+/-426	20.1%	+/-1.9
5 rooms	6,255	+/-497	27.0%	+/-2.1
6 rooms	4,011	+/-437	17.3%	+/-1.9
7 rooms	2,847	+/-436	12.3%	+/-1.9
8 rooms	1,251	+/-251	5.4%	+/-1.1
9 rooms or more	870	+/-171	3.8%	+/-0.7
Median rooms	5.1	+/-0.1	(X)	(X)
BEDROOMS				
Total housing units	23,142	+/-294	23,142	(X)
No bedroom	186	+/-99	0.8%	+/-0.4
1 bedroom	2,082	+/-283	9.0%	+/-1.2
2 bedrooms	7,323	+/-509	31.6%	+/-2.2
3 bedrooms	9,693	+/-523	41.9%	+/-2.1
4 bedrooms	3,292	+/-376	14.2%	+/-1.6
5 or more bedrooms	566	+/-147	2.4%	+/-0.6
HOUSING TENURE				
Occupied housing units	20,515	+/-484	20,515	(X)
Owner-occupied	12,227	+/-558	59.6%	+/-2.4
Renter-occupied	8,288	+/-549	40.4%	+/-2.4
Average household size of owner-occupied unit	2.83	+/-0.09	(X)	(X)
Average household size of renter-occupied unit	3.05	+/-0.13	(X)	(X)
YEAR HOUSEHOLDER MOVED INTO UNIT				
Occupied housing units	20,515	+/-484	20,515	(X)
Moved in 2010 or later	3,002	+/-331	14.6%	+/-1.6
Moved in 2000 to 2009	11,605	+/-533	56.6%	+/-2.3
Moved in 1990 to 1999	2,932	+/-298	14.3%	+/-1.4
Moved in 1980 to 1989	1,410	+/-194	6.9%	+/-0.9
Moved in 1970 to 1979	917	+/-172	4.5%	+/-0.8
Moved in 1969 or earlier	649	+/-124	3.2%	+/-0.6
VEHICLES AVAILABLE				
Occupied housing units	20,515	+/-484	20,515	(X)
No vehicles available	1,264	+/-224	6.2%	+/-1.1
1 vehicle available	6,333	+/-537	30.9%	+/-2.5
2 vehicles available	7,787	+/-571	38.0%	+/-2.6
3 or more vehicles available	5,131	+/-469	25.0%	+/-2.2
HOUSE HEATING FUEL				
Occupied housing units	20,515	+/-484	20,515	(X)
Utility gas	10,569	+/-464	51.5%	+/-2.1
Bottled, tank, or LP gas	1,990	+/-259	9.7%	+/-1.2
Electricity	5,732	+/-495	27.9%	+/-2.3
Fuel oil, kerosene, etc.	105	+/-74	0.5%	+/-0.4
Coal or coke	0	+/-30	0.0%	+/-0.2
Wood	1,813	+/-249	8.8%	+/-1.2
Solar energy	7	+/-12	0.0%	+/-0.1
Other fuel	195	+/-96	1.0%	+/-0.5
No fuel used	104	+/-68	0.5%	+/-0.3
SELECTED CHARACTERISTICS				
Occupied housing units	20,515	+/-484	20,515	(X)
Lacking complete plumbing facilities	128	+/-83	0.6%	+/-0.4
Lacking complete kitchen facilities	249	+/-116	1.2%	+/-0.6
No telephone service available	554	+/-179	2.7%	+/-0.9

Subject	Marysville Joint Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
OCCUPANTS PER ROOM				
Occupied housing units	20,515	+/-484	20,515	(X)
1.00 or less	18,753	+/-546	91.4%	+/-1.4
1.01 to 1.50	1,430	+/-303	7.0%	+/-1.5
1.51 or more	332	+/-109	1.6%	+/-0.5
VALUE				
Owner-occupied units	12,227	+/-558	12,227	(X)
Less than \$50,000	903	+/-165	7.4%	+/-1.3
\$50,000 to \$99,999	1,600	+/-246	13.1%	+/-2.0
\$100,000 to \$149,999	2,080	+/-299	17.0%	+/-2.4
\$150,000 to \$199,999	2,900	+/-406	23.7%	+/-2.8
\$200,000 to \$299,999	2,662	+/-339	21.8%	+/-2.5
\$300,000 to \$499,999	1,393	+/-220	11.4%	+/-1.8
\$500,000 to \$999,999	547	+/-154	4.5%	+/-1.2
\$1,000,000 or more	142	+/-88	1.2%	+/-0.7
Median (dollars)	174,700	+/-5,707	(X)	(X)
MORTGAGE STATUS				
Owner-occupied units	12,227	+/-558	12,227	(X)
Housing units with a mortgage	8,635	+/-528	70.6%	+/-3.0
Housing units without a mortgage	3,592	+/-413	29.4%	+/-3.0
SELECTED MONTHLY OWNER COSTS (SMOC)				
Housing units with a mortgage	8,635	+/-528	8,635	(X)
Less than \$300	23	+/-26	0.3%	+/-0.3
\$300 to \$499	110	+/-67	1.3%	+/-0.8
\$500 to \$699	431	+/-153	5.0%	+/-1.7
\$700 to \$999	1,099	+/-242	12.7%	+/-2.7
\$1,000 to \$1,499	2,029	+/-282	23.5%	+/-3.1
\$1,500 to \$1,999	2,281	+/-348	26.4%	+/-3.6
\$2,000 or more	2,662	+/-333	30.8%	+/-3.4
Median (dollars)	1,612	+/-49	(X)	(X)
Housing units without a mortgage	3,592	+/-413	3,592	(X)
Less than \$100	102	+/-80	2.8%	+/-2.2
\$100 to \$199	400	+/-116	11.1%	+/-3.1
\$200 to \$299	997	+/-216	27.8%	+/-5.4
\$300 to \$399	771	+/-194	21.5%	+/-4.6
\$400 or more	1,322	+/-250	36.8%	+/-5.5
Median (dollars)	349	+/-29	(X)	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAPI)				
Housing units with a mortgage (excluding units where SMOCAPI cannot be computed)	8,617	+/-526	8,617	(X)
Less than 20.0 percent	2,130	+/-315	24.7%	+/-3.4
20.0 to 24.9 percent	1,148	+/-235	13.3%	+/-2.7
25.0 to 29.9 percent	1,127	+/-213	13.1%	+/-2.4
30.0 to 34.9 percent	1,102	+/-253	12.8%	+/-2.8
35.0 percent or more	3,110	+/-417	36.1%	+/-4.1
Not computed	18	+/-24	(X)	(X)
Housing unit without a mortgage (excluding units where SMOCAPI cannot be computed)	3,547	+/-402	3,547	(X)
Less than 10.0 percent	1,515	+/-269	42.7%	+/-5.5
10.0 to 14.9 percent	653	+/-154	18.4%	+/-3.9
15.0 to 19.9 percent	364	+/-134	10.3%	+/-3.6

Subject	Marysville Joint Unified School District, California			
	Estimate	Margin of Error	Percent	Percent Margin of Error
20.0 to 24.9 percent	339	+/-130	9.6%	+/-3.5
25.0 to 29.9 percent	219	+/-96	6.2%	+/-2.7
30.0 to 34.9 percent	109	+/-61	3.1%	+/-1.7
35.0 percent or more	348	+/-120	9.8%	+/-3.2
Not computed	45	+/-32	(X)	(X)
GROSS RENT				
Occupied units paying rent	7,842	+/-534	7,842	(X)
Less than \$200	149	+/-84	1.9%	+/-1.0
\$200 to \$299	200	+/-87	2.6%	+/-1.1
\$300 to \$499	465	+/-150	5.9%	+/-1.9
\$500 to \$749	2,075	+/-357	26.5%	+/-4.4
\$750 to \$999	2,203	+/-349	28.1%	+/-4.0
\$1,000 to \$1,499	2,113	+/-349	26.9%	+/-3.9
\$1,500 or more	637	+/-192	8.1%	+/-2.4
Median (dollars)	850	+/-35	(X)	(X)
No rent paid	446	+/-162	(X)	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)				
Occupied units paying rent (excluding units where GRAPI cannot be computed)	7,783	+/-527	7,783	(X)
Less than 15.0 percent	728	+/-217	9.4%	+/-2.6
15.0 to 19.9 percent	874	+/-250	11.2%	+/-3.2
20.0 to 24.9 percent	968	+/-204	12.4%	+/-2.4
25.0 to 29.9 percent	899	+/-223	11.6%	+/-2.9
30.0 to 34.9 percent	793	+/-207	10.2%	+/-2.7
35.0 percent or more	3,521	+/-482	45.2%	+/-5.0
Not computed	505	+/-167	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all owner-occupied units without a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all renter-occupied units. It is now restricted to include only those units where GRAPI is computed, that is, gross rent and household income are valid values.

The 2007, 2008, 2009, 2010, 2011, and 2012 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

Median calculations for base table sourcing VAL, MHC, SMOC, and TAX should exclude zero values.

Telephone service data are not available for certain geographic areas due to problems with data collection. See Errata Note #93 for details.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



S0802

MEANS OF TRANSPORTATION TO WORK BY SELECTED CHARACTERISTICS

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Marysville Joint Unified School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpoolled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Workers 16 years and over	20,884	+/-768	15,667	+/-730	2,934
AGE					
16 to 19 years	2.6%	+/-0.7	2.4%	+/-0.9	4.6%
20 to 24 years	11.7%	+/-1.2	12.0%	+/-1.7	12.5%
25 to 44 years	46.4%	+/-2.2	45.9%	+/-3.0	54.2%
45 to 54 years	21.7%	+/-1.6	23.3%	+/-2.1	17.9%
55 to 59 years	6.8%	+/-1.2	7.3%	+/-1.5	3.5%
60 years and over	10.7%	+/-1.4	9.2%	+/-1.6	7.3%
Median age (years)	39.9	+/-1.1	39.5	+/-1.4	38.3
SEX					
Male	53.6%	+/-1.8	52.1%	+/-2.2	60.9%
Female	46.4%	+/-1.8	47.9%	+/-2.2	39.1%
RACE AND HISPANIC OR LATINO ORIGIN					
One race	95.3%	+/-1.0	95.2%	+/-1.3	96.2%
White	72.9%	+/-2.8	73.5%	+/-3.1	63.7%
Black or African American	3.1%	+/-0.8	3.4%	+/-1.0	2.1%
American Indian and Alaska Native	1.3%	+/-0.4	1.2%	+/-0.5	1.5%
Asian	6.6%	+/-1.0	6.6%	+/-1.3	10.7%
Native Hawaiian and Other Pacific Islander	0.3%	+/-0.2	0.5%	+/-0.3	0.0%
Some other race	11.0%	+/-2.2	10.0%	+/-2.0	18.3%
Two or more races	4.7%	+/-1.0	4.8%	+/-1.3	3.8%
Hispanic or Latino origin (of any race)	24.2%	+/-1.4	22.8%	+/-1.8	36.9%
White alone, not Hispanic or Latino	61.1%	+/-1.9	61.8%	+/-2.4	47.6%
NATIVITY AND CITIZENSHIP STATUS					
Native	82.3%	+/-1.8	84.6%	+/-2.0	67.6%
Foreign born	17.7%	+/-1.8	15.4%	+/-2.0	32.4%
Naturalized U.S. citizen	7.9%	+/-1.2	7.7%	+/-1.3	10.3%
Not a U.S. citizen	9.7%	+/-1.5	7.8%	+/-1.4	22.1%

Subject	Marysville Joint Unified School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpooled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH					
Speak language other than English	25.4%	+/-1.8	22.7%	+/-2.0	42.6%
Speak English "very well"	12.5%	+/-1.8	10.8%	+/-1.9	22.9%
Speak English less than "very well"	12.9%	+/-1.6	11.9%	+/-1.7	19.7%
EARNINGS IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS) FOR WORKERS					
Workers 16 years and over with earnings	20,884	+/-768	15,667	+/-730	2,934
\$1 to \$9,999 or less	16.5%	+/-2.2	13.3%	+/-2.1	24.2%
\$10,000 to \$14,999	9.2%	+/-1.3	8.5%	+/-1.5	8.3%
\$15,000 to \$24,999	19.8%	+/-2.1	20.4%	+/-2.4	18.0%
\$25,000 to \$34,999	14.6%	+/-1.8	15.3%	+/-2.1	17.2%
\$35,000 to \$49,999	16.4%	+/-2.0	17.3%	+/-2.3	16.6%
\$50,000 to \$64,999	10.8%	+/-1.5	12.2%	+/-1.8	6.0%
\$65,000 to \$74,999	3.5%	+/-0.9	3.8%	+/-1.1	3.0%
\$75,000 or more	9.3%	+/-1.3	9.4%	+/-1.5	6.8%
Median earnings (dollars)	27,622	+/-1,877	30,090	+/-1,906	24,766
POVERTY STATUS IN THE PAST 12 MONTHS					
Workers 16 years and over for whom poverty status is determined	20,884	+/-768	15,667	+/-730	2,934
Below 100 percent of the poverty level	10.3%	+/-2.0	9.5%	+/-2.2	11.2%
100 to 149 percent of the poverty level	8.9%	+/-1.7	7.6%	+/-1.8	12.6%
At or above 150 percent of the poverty level	80.8%	+/-2.7	82.9%	+/-2.9	76.1%
Workers 16 years and over	20,884	+/-768	15,667	+/-730	2,934
OCCUPATION					
Management, business, science, and arts occupations	23.7%	+/-2.1	23.0%	+/-2.4	16.4%
Service occupations	20.4%	+/-2.4	19.6%	+/-2.7	18.2%
Sales and office occupations	26.8%	+/-2.2	29.0%	+/-2.8	19.3%
Natural resources, construction, and maintenance occupations	15.9%	+/-1.8	15.3%	+/-2.2	27.9%
Production, transportation, and material moving occupations	11.9%	+/-1.6	11.4%	+/-1.7	18.1%
Military specific occupations	1.3%	+/-0.7	1.7%	+/-0.9	0.0%
INDUSTRY					
Agriculture, forestry, fishing and hunting, and mining	5.5%	+/-1.1	4.2%	+/-1.1	11.8%
Construction	6.4%	+/-1.2	5.8%	+/-1.4	13.2%
Manufacturing	5.3%	+/-1.3	5.1%	+/-1.4	6.6%
Wholesale trade	3.3%	+/-1.0	3.4%	+/-1.2	3.5%
Retail trade	11.6%	+/-1.3	13.1%	+/-1.8	6.4%
Transportation and warehousing, and utilities	6.4%	+/-1.3	7.8%	+/-1.7	3.4%
Information and finance and insurance, and real estate and rental and leasing	6.4%	+/-1.4	6.2%	+/-1.5	6.2%
Professional, scientific, management, and administrative and waste management services	8.7%	+/-1.6	7.8%	+/-1.6	5.3%
Educational services, and health care and social assistance	22.6%	+/-2.1	23.0%	+/-2.1	18.8%
Arts, entertainment, and recreation, and accommodation and food services	9.0%	+/-1.6	8.7%	+/-1.9	10.6%
Other services (except public administration)	4.3%	+/-1.0	3.0%	+/-0.8	7.0%
Public administration	7.1%	+/-1.3	7.7%	+/-1.5	6.1%
Armed forces	3.4%	+/-1.3	4.2%	+/-1.7	1.0%
CLASS OF WORKER					
Private wage and salary workers	69.0%	+/-2.0	71.2%	+/-2.0	71.7%
Government workers	22.4%	+/-2.0	23.0%	+/-1.9	19.8%

Subject	Marysville Joint Unified School District, California				
	Total		Car, truck, or van -- drove alone		Car, truck, or van -- carpoled
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Self-employed workers in own not incorporated business	8.2%	+/-1.5	5.5%	+/-1.3	8.0%
Unpaid family workers	0.3%	+/-0.2	0.3%	+/-0.3	0.5%
PLACE OF WORK					
Worked in state of residence	99.7%	+/-0.3	99.9%	+/-0.1	98.5%
Worked in county of residence	47.4%	+/-3.0	44.7%	+/-3.0	37.7%
Worked outside county of residence	52.2%	+/-3.0	55.2%	+/-3.0	60.8%
Worked outside state of residence	0.3%	+/-0.3	0.1%	+/-0.1	1.5%
Workers 16 years and over who did not work at home	19,749	+/-777	15,667	+/-730	2,934
TIME LEAVING HOME TO GO TO WORK					
12:00 a.m. to 4:59 a.m.	7.0%	+/-1.4	7.0%	+/-1.7	9.3%
5:00 a.m. to 5:29 a.m.	6.4%	+/-1.1	5.5%	+/-1.3	11.0%
5:30 a.m. to 5:59 a.m.	8.0%	+/-1.5	7.1%	+/-1.5	12.4%
6:00 a.m. to 6:29 a.m.	9.0%	+/-1.7	8.0%	+/-1.8	11.0%
6:30 a.m. to 6:59 a.m.	11.1%	+/-1.8	10.8%	+/-2.0	13.3%
7:00 a.m. to 7:29 a.m.	10.0%	+/-1.6	11.2%	+/-2.0	6.3%
7:30 a.m. to 7:59 a.m.	13.4%	+/-1.8	13.8%	+/-2.0	10.8%
8:00 a.m. to 8:29 a.m.	6.6%	+/-1.4	6.5%	+/-1.5	4.6%
8:30 a.m. to 8:59 a.m.	2.5%	+/-0.7	2.5%	+/-0.8	1.1%
9:00 a.m. to 11:59 p.m.	26.1%	+/-2.4	27.5%	+/-3.1	20.2%
TRAVEL TIME TO WORK					
Less than 10 minutes	12.2%	+/-1.8	12.2%	+/-2.0	6.9%
10 to 14 minutes	12.1%	+/-1.5	13.8%	+/-1.9	5.8%
15 to 19 minutes	16.3%	+/-2.1	17.3%	+/-2.3	12.2%
20 to 24 minutes	14.2%	+/-2.1	15.4%	+/-2.4	10.4%
25 to 29 minutes	4.8%	+/-1.3	4.6%	+/-1.2	7.6%
30 to 34 minutes	9.7%	+/-1.7	9.2%	+/-1.8	13.0%
35 to 44 minutes	6.9%	+/-1.4	6.4%	+/-1.4	9.5%
45 to 59 minutes	11.4%	+/-1.8	10.2%	+/-1.9	16.7%
60 or more minutes	12.3%	+/-2.1	10.9%	+/-2.2	18.0%
Mean travel time to work (minutes)	29.5	+/-1.8	27.1	+/-1.5	42.7
Workers 16 years and over in households	20,817	+/-769	15,667	+/-730	2,919
HOUSING TENURE					
Owner-occupied housing units	60.5%	+/-3.1	63.2%	+/-3.2	51.0%
Renter-occupied housing units	39.5%	+/-3.1	36.8%	+/-3.2	49.0%
VEHICLES AVAILABLE					
No vehicle available	2.3%	+/-0.6	1.2%	+/-0.6	3.7%
1 vehicle available	17.4%	+/-2.2	16.3%	+/-2.3	15.6%
2 vehicles available	42.4%	+/-3.5	43.9%	+/-3.8	40.8%
3 or more vehicles available	37.8%	+/-3.5	38.6%	+/-3.8	40.0%
PERCENT IMPUTED					
Means of transportation to work	4.5%	(X)	(X)	(X)	(X)
Time leaving home to go to work	9.3%	(X)	(X)	(X)	(X)
Travel time to work	6.7%	(X)	(X)	(X)	(X)
Vehicles available	0.7%	(X)	(X)	(X)	(X)

Subject	Marysville Joint Unified School District, California		
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
Workers 16 years and over	+/-378	229	+/-113
AGE			
16 to 19 years	+/-2.9	0.0%	+/-15.1
20 to 24 years	+/-4.3	7.9%	+/-11.8
25 to 44 years	+/-7.1	34.1%	+/-22.9
45 to 54 years	+/-4.3	18.8%	+/-15.4
55 to 59 years	+/-2.6	10.9%	+/-13.3
60 years and over	+/-3.6	28.4%	+/-25.5
Median age (years)	+/-2.7	49.4	+/-13.2
SEX			
Male	+/-5.4	61.6%	+/-22.3
Female	+/-5.4	38.4%	+/-22.3
RACE AND HISPANIC OR LATINO ORIGIN			
One race	+/-2.2	94.3%	+/-9.3
White	+/-8.3	76.0%	+/-17.6
Black or African American	+/-2.4	7.0%	+/-11.3
American Indian and Alaska Native	+/-1.4	0.0%	+/-15.1
Asian	+/-4.2	0.0%	+/-15.1
Native Hawaiian and Other Pacific Islander	+/-1.3	0.0%	+/-15.1
Some other race	+/-7.7	11.4%	+/-11.3
Two or more races	+/-2.2	5.7%	+/-9.3
Hispanic or Latino origin (of any race)	+/-6.9	21.0%	+/-15.3
White alone, not Hispanic or Latino	+/-7.4	72.1%	+/-18.0
NATIVITY AND CITIZENSHIP STATUS			
Native	+/-6.7	100.0%	+/-15.1
Foreign born	+/-6.7	0.0%	+/-15.1
Naturalized U.S. citizen	+/-4.1	0.0%	+/-15.1
Not a U.S. citizen	+/-5.8	0.0%	+/-15.1
LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH			
Speak language other than English	+/-7.4	11.4%	+/-11.3
Speak English "very well"	+/-7.1	11.4%	+/-11.3
Speak English less than "very well"	+/-5.9	0.0%	+/-15.1
EARNINGS IN THE PAST 12 MONTHS (IN 2012 INFLATION-ADJUSTED DOLLARS) FOR WORKERS			
Workers 16 years and over with earnings	+/-378	229	+/-113
\$1 to \$9,999 or less	+/-8.2	36.7%	+/-22.4
\$10,000 to \$14,999	+/-3.5	6.6%	+/-10.0
\$15,000 to \$24,999	+/-5.4	4.8%	+/-7.3
\$25,000 to \$34,999	+/-5.8	0.0%	+/-15.1
\$35,000 to \$49,999	+/-5.3	15.3%	+/-15.2
\$50,000 to \$64,999	+/-2.8	19.2%	+/-17.1
\$65,000 to \$74,999	+/-2.6	0.0%	+/-15.1
\$75,000 or more	+/-3.3	17.5%	+/-24.5
Median earnings (dollars)	+/-3,199	35,703	+/-36,474
POVERTY STATUS IN THE PAST 12 MONTHS			
Workers 16 years and over for whom poverty status is determined	+/-378	229	+/-113
Below 100 percent of the poverty level	+/-4.6	26.6%	+/-20.8
100 to 149 percent of the poverty level	+/-5.8	6.6%	+/-10.0

Subject	Marysville Joint Unified School District, California		
	Car, truck, or van – carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
At or above 150 percent of the poverty level	+/-7.5	66.8%	+/-23.3
Workers 16 years and over	+/-378	229	+/-113
OCCUPATION			
Management, business, science, and arts occupations	+/-4.5	45.0%	+/-25.2
Service occupations	+/-4.9	12.2%	+/-13.1
Sales and office occupations	+/-5.6	31.4%	+/-22.4
Natural resources, construction, and maintenance occupations	+/-6.6	0.0%	+/-15.1
Production, transportation, and material moving occupations	+/-5.7	11.4%	+/-12.6
Military specific occupations	+/-1.3	0.0%	+/-15.1
INDUSTRY			
Agriculture, forestry, fishing and hunting, and mining	+/-4.7	0.0%	+/-15.1
Construction	+/-5.4	0.0%	+/-15.1
Manufacturing	+/-3.4	11.4%	+/-12.6
Wholesale trade	+/-2.8	0.0%	+/-15.1
Retail trade	+/-2.8	6.6%	+/-10.0
Transportation and warehousing, and utilities	+/-2.4	0.0%	+/-15.1
Information and finance and insurance, and real estate and rental and leasing	+/-3.9	12.7%	+/-13.8
Professional, scientific, management, and administrative and waste management services	+/-2.8	37.1%	+/-21.0
Educational services, and health care and social assistance	+/-5.9	14.8%	+/-16.9
Arts, entertainment, and recreation, and accommodation and food services	+/-4.6	2.6%	+/-5.2
Other services (except public administration)	+/-4.4	0.0%	+/-15.1
Public administration	+/-3.2	14.8%	+/-14.9
Armed forces	+/-1.6	0.0%	+/-15.1
CLASS OF WORKER			
Private wage and salary workers	+/-6.1	61.6%	+/-22.6
Government workers	+/-5.3	30.6%	+/-20.9
Self-employed workers in own not incorporated business	+/-3.2	7.9%	+/-12.2
Unpaid family workers	+/-0.9	0.0%	+/-15.1
PLACE OF WORK			
Worked in state of residence	+/-2.2	100.0%	+/-15.1
Worked in county of residence	+/-8.3	7.9%	+/-12.2
Worked outside county of residence	+/-8.5	92.1%	+/-12.2
Worked outside state of residence	+/-2.2	0.0%	+/-15.1
Workers 16 years and over who did not work at home	+/-378	229	+/-113
TIME LEAVING HOME TO GO TO WORK			
12:00 a.m. to 4:59 a.m.	+/-3.7	0.0%	+/-15.1
5:00 a.m. to 5:29 a.m.	+/-4.7	4.8%	+/-8.2
5:30 a.m. to 5:59 a.m.	+/-4.6	15.7%	+/-16.2
6:00 a.m. to 6:29 a.m.	+/-3.9	17.5%	+/-17.4
6:30 a.m. to 6:59 a.m.	+/-4.8	26.2%	+/-25.1
7:00 a.m. to 7:29 a.m.	+/-3.7	0.0%	+/-15.1
7:30 a.m. to 7:59 a.m.	+/-4.5	0.0%	+/-15.1
8:00 a.m. to 8:29 a.m.	+/-3.2	10.5%	+/-12.9
8:30 a.m. to 8:59 a.m.	+/-1.0	7.9%	+/-11.8
9:00 a.m. to 11:59 p.m.	+/-5.6	17.5%	+/-18.1
TRAVEL TIME TO WORK			

Subject	Marysville Joint Unified School District, California		
	Car, truck, or van -- carpooled	Public transportation (excluding taxicab)	
	Margin of Error	Estimate	Margin of Error
Less than 10 minutes	+/-3.6	0.0%	+/-15.1
10 to 14 minutes	+/-2.3	0.0%	+/-15.1
15 to 19 minutes	+/-5.3	0.0%	+/-15.1
20 to 24 minutes	+/-4.9	7.9%	+/-12.2
25 to 29 minutes	+/-4.6	0.0%	+/-15.1
30 to 34 minutes	+/-4.8	0.0%	+/-15.1
35 to 44 minutes	+/-4.4	7.9%	+/-11.8
45 to 59 minutes	+/-5.6	17.0%	+/-13.9
60 or more minutes	+/-6.1	67.2%	+/-17.6
Mean travel time to work (minutes)	+/-7.1	56.4	+/-6.6
Workers 16 years and over in households	+/-376	229	+/-113
HOUSING TENURE			
Owner-occupied housing units	+/-8.3	62.4%	+/-20.2
Renter-occupied housing units	+/-8.3	37.6%	+/-20.2
VEHICLES AVAILABLE			
No vehicle available	+/-2.5	17.5%	+/-17.8
1 vehicle available	+/-6.3	26.6%	+/-17.8
2 vehicles available	+/-8.6	32.3%	+/-18.6
3 or more vehicles available	+/-9.2	23.6%	+/-20.9
PERCENT IMPUTED			
Means of transportation to work	(X)	(X)	(X)
Time leaving home to go to work	(X)	(X)	(X)
Travel time to work	(X)	(X)	(X)
Vehicles available	(X)	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry codes are 4-digit codes and are based on the North American Industry Classification System 2007. The Industry categories adhere to the guidelines issued in Clarification Memorandum No. 2, "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

155

2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
 - Construction
 - Modernization/reconstruction
 - Architectural and engineering costs
 - Permits and plan checking
 - Testing and inspection
 - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term **reconstruction** was originally used in the Leroy Greene program. The term **modernization** is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

Ed Code Section 17620. (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: ...

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.



Determination of Average State allowed amounts for Site Development Costs

Elementary Schools

District	Project #	Acres	Original OPSC Site Development	Inflation Factor	2009 Adjusted Site Development	Project Year	2009 Cost/Acre	
Davis Jt Unified	3	9.05	\$532,282	38.4%	\$1,473,469	2004	\$162,814	
Dry Creek Jt Elem	2	8.5	\$516,347	46.2%	\$1,509,322	2002	\$177,567	
Dry Creek Jt Elem	5	11.06	\$993,868	20.1%	\$2,387,568	2006	\$215,874	
Elk Grove Unified	5	12.17	\$556,011	48.2%	\$1,648,316	2001	\$135,441	
Elk Grove Unified	10	11	\$690,120	48.2%	\$2,045,888	2001	\$185,990	
Elk Grove Unified	11	10	\$702,127	48.2%	\$2,081,483	2001	\$208,148	
Elk Grove Unified	14	10	\$732,837	46.2%	\$2,142,139	2002	\$214,214	
Elk Grove Unified	16	9.86	\$570,198	46.2%	\$1,666,733	2002	\$169,040	
Elk Grove Unified	17	10	\$542,662	46.2%	\$1,586,243	2002	\$158,624	
Elk Grove Unified	20	10	\$710,730	43.2%	\$2,034,830	2003	\$203,483	
Elk Grove Unified	25	10	\$645,923	38.4%	\$1,788,052	2004	\$178,805	
Elk Grove Unified	28	10.03	\$856,468	24.4%	\$2,130,974	2005	\$212,460	
Elk Grove Unified	39	9.91	\$1,007,695	20.1%	\$2,420,785	2006	\$244,277	
Folsom-Cordova Unified	1	9.79	\$816,196	20.1%	\$1,960,747	2006	\$200,281	
Folsom-Cordova Unified	4	7.5	\$455,908	46.2%	\$1,332,654	2002	\$177,687	
Folsom-Cordova Unified	5	8	\$544,213	46.2%	\$1,590,776	2002	\$198,847	
Folsom-Cordova Unified	8	8.97	\$928,197	11.2%	\$2,063,757	2007	\$230,073	
Galt Jt Union Elem	2	10.1	\$1,033,044	38.4%	\$2,859,685	2004	\$283,137	
Lincoln Unified	1	9.39	\$433,498	46.2%	\$1,267,148	2002	\$134,947	
Lodi Unified	3	11.2	\$555,999	46.2%	\$1,625,228	2002	\$145,110	
Lodi Unified	10	11.42	\$1,245,492	46.2%	\$3,640,669	2002	\$318,798	
Lodi Unified	19	9.93	\$999,164	11.2%	\$2,221,545	2007	\$223,721	
Lodi Unified	22	10	\$1,416,212	7.7%	\$3,051,426	2008	\$305,143	
Natomas Unified	6	8.53	\$685,284	46.2%	\$2,003,138	2002	\$234,834	
Natomas Unified	10	9.83	\$618,251	43.2%	\$1,770,061	2003	\$180,067	
Natomas Unified	12	9.61	\$735,211	24.4%	\$1,829,275	2005	\$190,351	
Rocklin Unified	8	10.91	\$593,056	46.2%	\$1,733,548	2002	\$158,895	
Stockton Unified	1	12.66	\$1,462,232	7.7%	\$3,150,582	2008	\$248,861	
Stockton Unified	2	10.5	\$781,675	43.2%	\$2,237,946	2003	\$213,138	
Stockton Unified	6	12.48	\$1,136,704	20.1%	\$2,730,703	2006	\$218,806	
Tracy Jt Unified	4	10	\$618,254	46.2%	\$1,807,204	2002	\$180,720	
Tracy Jt Unified	10	10	\$573,006	38.4%	\$1,586,202	2004	\$158,620	
Washington Unified	1	8	\$446,161	46.2%	\$1,304,163	2002	\$163,020	
Washington Unified	4	10.76	\$979,085	7.7%	\$2,109,575	2008	\$196,057	
Totals		341.16			\$68,791,833	Average	\$201,641	2016 Adjustment \$228,819

Middle and High Schools

District	Project #	Acres	Original OPSC Site Development	Inflation Factor	2009 Adjusted Site Development	Project Year	2009 Cost/Acre	
Western Placer Unified	4	19.3	\$5,973,312	24.4%	\$7,431,085	2005	\$385,030	
Roseville City Elem	2	21.6	\$1,780,588	48.2%	\$2,639,311	2000	\$122,190	
Elk Grove Unified	4	66.2	\$8,659,494	48.2%	\$12,835,704	2000	\$193,893	
Elk Grove Unified	13	76.4	\$9,791,732	48.2%	\$14,513,986	2001	\$189,974	
Elk Grove Unified	18	84.3	\$13,274,562	43.2%	\$19,002,626	2003	\$225,417	
Grant Jt Union High	2	24	\$2,183,840	48.2%	\$3,237,039	2000	\$134,877	
Center Unified	1	21.2	\$1,944,310	46.2%	\$2,841,684	2002	\$134,042	
Lodi Unified	2	13.4	\$1,076,844	46.2%	\$1,573,849	2002	\$117,451	
Lodi Unified	6	13.4	\$2,002,164	46.2%	\$2,926,240	2002	\$218,376	
Galt Jt Union Elem	1	24.9	\$2,711,360	46.2%	\$3,962,757	2002	\$159,147	
Tahoe Truckee Unified	2	24	\$2,752,632	43.2%	\$3,940,412	2003	\$164,184	
Davis Unified	5	23.3	\$3,814,302	43.2%	\$5,460,199	2003	\$234,343	
Woodland Unified	3	50.2	\$8,664,700	46.2%	\$12,663,792	2002	\$252,267	
Sacramento City Unified	1	35.2	\$4,813,386	46.2%	\$7,034,949	2002	\$199,856	
Lodi Unified	4	47	\$7,652,176	46.2%	\$11,183,950	2002	\$237,956	
Stockton Unified	3	49.1	\$8,959,088	43.2%	\$12,824,996	2003	\$261,202	
Natomas Unified	11	38.7	\$3,017,002	38.4%	\$4,175,850	2004	\$107,903	
Rocklin Unified	11	47.1	\$11,101,088	24.4%	\$13,810,282	2005	\$293,212	
Totals		679.3			\$142,058,711	Average	\$209,125	2016 Adjustment \$215,274
Middle Schools:		260.7			\$49,447,897	Middle	\$189,704	\$215,274
High Schools:		418.6			\$92,610,814	High	\$221,217	\$251,034

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, February 24, 2016

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To present for State Allocation Board approval a RS Means' correction to the previously approved percentage increase for the index adjustment on the assessment for development from 1.05 percent to 3.59 percent.

DESCRIPTION

On January 27, 2016, the Board adopted an increase of 1.05 percent for the biennial adjustment to 2016 maximum Level I assessment for development based on the RS Means Class B Construction Cost Index. Following that adoption, the Office of Public School Construction (OPSC) received corrected source data from RS Means that results in an increase of 3.59 percent. Therefore, Staff is presenting the corrected adjustment for the Board's approval.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

STAFF ANALYSIS/STATEMENTS

At the January 2016 meeting the Board adopted an increase to the maximum Level I assessment for development in the amount of 1.05 percent using the RS Means Construction Cost Index as the statewide cost index for class B construction. Once the adoption was made by the Board, RS Means provided corrected source data to OPSC. After reviewing the new data, Staff determined that the 2016 maximum Level I assessment for development fees needs to be amended to reflect the corrected amounts.

Based on the new data, the cost index for Class B construction reflects an increase of 3.59 percent during the period of January 2014 through December 2015. The corrected January 2016 assessment rates are presented below along with a historical comparison of what the rates would have been for 2010, 2012, 2014 and 2016 according to the RS Means Construction Cost Index.

RS Means Index Maximum Level I Assessment Per Square Foot

	<u>2010</u>	<u>2012</u>	<u>2014</u>	<u>2016</u>
Residential	\$3.01	\$3.20	\$3.36	\$3.48
Commercial/Industrial	\$0.48	\$0.51	\$0.54	\$0.56

(Continued on Page Two)

159

RECOMMENDATION

Increase the 2016 maximum Level I assessment for development in the amount of 3.59 percent using the corrected RS Means Index to be effective immediately.

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 24, 2016

Grant Amount Adjustments

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-15	Current Adjusted Grant Per Pupil Effective 1-1-16
New Construction	Elementary	1859.71	\$10,345	\$10,634
	Middle	1859.71	\$10,942	\$11,247
	High	1859.71	\$13,923	\$14,311
	Special Day Class – Severe	1859.71.1	\$29,070	\$29,881
	Special Day Class – Non-Severe	1859.71.1	\$19,442	\$19,984
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$12	\$12
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$17	\$17
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$28	\$29
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$53	\$54
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$36	\$37
	Automatic Sprinkler System – Elementary	1859.71.2	\$173	\$178
	Automatic Sprinkler System – Middle	1859.71.2	\$206	\$212
	Automatic Sprinkler System – High	1859.71.2	\$214	\$220
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$548	\$563
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$368	\$378
Modernization	Elementary	1859.78	\$3,939	\$4,049
	Middle	1859.78	\$4,167	\$4,283
	High	1859.78	\$5,455	\$5,607
	Special Day Class - Severe	1859.78.3	\$12,555	\$12,905
	Special Day Class – Non-Severe	1859.78.3	\$8,399	\$8,633
	State Special School – Severe	1859.78	\$20,925	\$21,509
	Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$127	\$131
	Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$127	\$131
	Automatic Fire Detection/Alarm System – High	1859.78.4	\$127	\$131
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$352	\$362
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$235	\$242
	Over 50 Years Old – Elementary	1859.78.6	\$5,472	\$5,625
	Over 50 Years Old – Middle	1859.78.6	\$5,788	\$5,949
	Over 50 Years Old – High	1859.78.6	\$7,577	\$7,788
	Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$17,442	\$17,929
	Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$11,664	\$11,989
	Over 50 Years Old – State Special School – Severe	1859.78.6	\$29,069	\$29,880

(Continued on Page Two)

161

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

February 2016

Grant Amount Adjustments

New Construction / Modernization / Joint-Use	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-15	Current Adjusted Grant Per Pupil Effective 1-1-16
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82 1859.125 1859.125.1	\$169	\$174
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82 1859.125 1859.125.1	\$304	\$312
New Construction Only			
Parking Spaces	1859.76	\$13,155	\$13,522
General Site Grant (per acre for additional acreage being acquired)	1859.76	\$16,838	\$17,308
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	\$6,327	\$6,504
Modernization Only			
Two-stop Elevator	1859.83	\$105,240	\$108,176
Additional Stop	1859.83	\$18,943	\$19,472
Project Assistance (for school district with less than 2,500 pupils)	1859.78.2	\$3,374	\$3,468
Facility Hardship / Rehabilitation			
Current Replacement Cost - Other (per square foot)	1859.2	\$338	\$347
Current Replacement Cost - Toilets (per square foot)	1859.2	\$608	\$625
Interim Housing – Financial Hardship (per classroom)	1859.81	\$34,687	\$35,655
Charter School Facilities Program - Preliminary Apportionment Amounts			
Charter School Elementary	1859.163.1	\$10,399	\$10,689
Charter School Middle	1859.163.1	\$11,009	\$11,316
Charter School High	1859.163.1	\$13,972	\$14,362
Charter School Special Day Class - Severe	1859.163.1	\$29,209	\$30,024
Charter School Special Day Class - Non-Severe	1859.163.1	\$19,534	\$20,079
Charter School Two-stop Elevator	1859.163.5	\$87,700	\$90,147
Charter School Additional Stop	1859.163.5	\$15,786	\$16,226

(Continued on Page Three)

162

Update information from the March 2016 Developer Fee
Justification Study (pages 42-43)

INDEX ADJUSTMENT ON THE ASSESSMENT FOR THE DEVELOPMENT

**Approved at the January 24, 2018
The State Allocation Board Meeting**

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 24, 2018

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

A historical comparison of the assessment rates for development fees for 2014 and 2016 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 8.78, during the two year period from January 2016 to January 2018, requiring the assessment for development fees to be adjusted as follows beginning January 2018:

RS Means Index Maximum Level I Assessment Per Square Foot

	<u>2014</u>	<u>2016</u>	<u>2018</u>
Residential	\$3.36	\$3.48	\$3.79
Commercial/Industrial	\$0.54	\$0.56	\$0.61

164

RECOMMENDATION

Increase the 2018 maximum Level I assessment for development in the amount of 8.78 percent using the RS Means Index to be effective immediately.

STATE ALLOCATION BOARD
APPROVAL ❖ ❖ ❖

January 24, 2018

165

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 2017-18/21**

FINDINGS RELATED TO CEQA AND AUTHORIZING STAFF TO FILE A NOTICE OF EXEMPTION FOR SOLAR PROJECTS AT MARYSVILLE HIGH SCHOOL, LINDHURST HIGH SCHOOL, AND FOOTHILL INTERMEDIATE SCHOOL

WHEREAS, the Marysville Joint Unified School District ("District") owns and operates school facilities located at 12 E. 18th Street, Marysville, CA 95901 ("Marysville High School Site"), 4446 Olive Ave., Olivehurst, CA 95961 ("Lindhurst High School Site"), and 5351 Fruitland Road, Marysville, CA 95901 ("Foothill Intermediate School Site") (collectively referred to as "Project Sites"); and

WHEREAS, the District plans to install solar photovoltaic generation facilities (the "System") at each of the Project Sites (the "Project"); and

WHEREAS, Public Resources Code section 21080.35 provides a statutory exemption from CEQA for the installation of a solar energy system on the roof of an existing parking lot so long as all associated equipment does not occupy more than 500 square feet of ground surface; and

WHEREAS, the Project at the Marysville High School Site consists of installing the System over an existing parking lot and all associated equipment will not occupy more than 500 square feet of ground surface; and

WHEREAS, California Code of Regulations, title 14, section 15303 provides a Class 3 categorical exemption from CEQA for the construction and location of new, small facilities or structures and the installation of small new equipment and facilities in small structures, including accessory or appurtenant structures; and

WHEREAS, the Systems will serve as an accessory to the existing facilities at each of the Project Sites by providing a utility service for the existing school facilities nearby; and

WHEREAS, California Code of Regulations, title 14, section 15311 provides a Class 11 categorical exemption from CEQA for the construction or placement of minor structures accessory to or appurtenant to existing facilities; and

WHEREAS, the Project consists of constructing and placing the Systems in close proximity to existing school facilities at each of the Project Sites and the Systems will generate and provide electricity to those existing school facilities; and

WHEREAS, California Code of Regulations, title 14, section 15314 provides a Class 14 categorical exemption from CEQA for minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or 10 classrooms, whichever is less; and

WHEREAS, each of the Project Sites are within existing school grounds and installation of the Systems will not increase student capacity; and

WHEREAS, pursuant to California Code of Regulations, title 14, section 15061, the District has considered whether the Project may have a significant effect on the environment and has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant impact on the environment because the intended purpose to reduce overall energy consumption over time will offset any effect on the environment from the installation process; and

NOW, THEREFORE, the Board of Trustees of the Marysville Joint Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That the Project falls within the Public Resources Code section 21080.35 statutory exemption because it involves the installation of a solar energy system above an existing parking lot and the associated equipment will not occupy more than 500 square feet of ground surface.

Section 3. That the Project falls within the California Code of Regulations, title 14, section 15303 exemption because it involves the installation of new, small equipment and structures.

Section 4. That the Project falls within the California Code of Regulations, title 14, section 15311 exemption because it involves the installation of accessory structures to existing school facilities.

Section 5. That the Project falls within the California Code of Regulations, title 14, section 15314 exemption because all installation will be within existing school grounds and it will not increase original student capacity.

Section 5. That the Project will not result in damage to scenic resources within an official state scenic highway pursuant to Public Resources Code section 21084, subdivision (c).

Section 6. That the Project is not located on a hazardous waste and substances site pursuant to Public Resources Code section 21084, subdivision (d).

Section 7. That the Project will not cause a substantial adverse change in the significance of a historical resource pursuant to Public Resources Code section 21084, subdivision (e).

Section 8. That the District's Superintendent, or the Superintendent's designee, is instructed to file a Notice of Exemption from the California Environmental Quality Act, consistent with this Resolution, attached hereto as Exhibit "A," with the Yuba County Office of the County Clerk.

Section 9. This Resolution shall take effect immediately upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on the 27th day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

EXHIBIT A

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): Marysville Joint Unified Sch. Dist
1919 B Street, Marysville, CA 95901

County Clerk

County of: Yuba

915 8th Street, Suite 107

Marysville, CA 95901

(Address)

Project Title: Solar Project at Marysville HS, Lindhurst HS, and Foothill Intermediate School

Project Applicant: Marysville Joint Unified School District

Project Location - Specific:

Marysville HS: 12 E. 18th St., Marysville, CA 95901; Lindhurst HS: 4446 Olive Ave., Olivehurst, CA 95961; Foothill Intermediate School: 5351 Fruitland Rd., Marysville, CA 95901

Project Location - City: Marysville

Project Location - County: Yuba

Description of Nature, Purpose and Beneficiaries of Project:

The project consists of installing solar photovoltaic generation systems on existing school sites at Marysville High School, Lindhurst High School, and Foothill Intermediate School.

Name of Public Agency Approving Project: Marysville Joint Unified School District

Name of Person or Agency Carrying Out Project: Marysville Joint Unified School District

Exempt Status: (check one):

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 14 CCR 15303; 15311; 15314; 15061

☒ Statutory Exemptions. State code number: Pub. Res. Code 21080.35

Reasons why project is exempt:

This solar project will not increase the capacity of the school sites by 25% or 10 classrooms. The systems are accessory structures that will provide electricity to existing facilities. Further, the project segment on the roof of an existing parking lot is statutorily exempt. There will be no significant effect on the environment.

Lead Agency
Contact Person: Mike Hodson

Area Code/Telephone/Extension: 530-749-6115

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ **Date:** _____ **Title:** _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

169