

MJUSD
Personnel Dept

JUN 22 2018

RECEIVED

June 20, 2018

Danielle Hildebrand

1 Verde Court

Chico, California 95973

Ramiro Carreon

Assistant Superintendent of Personnel Services

Marysville Joint Unified School District

1919 B Street

Marysville, California 95901

Dear Mr. Carreon,

Thank you for allowing me to teach in your district for the past four years. I am writing to inform you of my resignation from Olivehurst Elementary effective immediately. Although I never intended to leave my school, the recent birth of my daughter had me wanting to find employment closer to home. This new district will take over one hour of commute time, allowing me to spend more time with my family. Olivehurst Elementary has been a great school and I will deeply miss my students and colleagues. Thank you for the opportunity.

Sincerely,

Danielle Hildebrand

Danielle Hildenrand

Ramiro Carreon

From: Jens Nielsen <jenielsen@mjustd.k12.ca.us>
Sent: Thursday, June 14, 2018 9:49 AM
To: Ramiro Carreon
Subject: My Resignation

Mr Carreon,

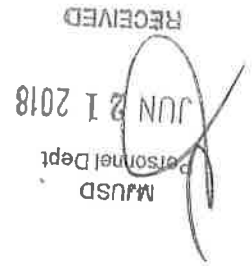
It is with a heavy heart that I tender my resignation from MJUSD. It has been my privilege to serve the kids of Marysville. I have worked with some amazing people and count these 12 years as some of the best of my career.

On a more personal note, it has meant a great deal to me that despite there being hundreds of MJUSD employees you always called me by name. This is a gift that has you in a perfect position in this organization.

Thank you for the opportunity to serve!

Jens Nielsen

Kayla Raymond
3625 Ardmore Road
Sacramento, CA 95821
(916) 601-2712



Rob Gregor
Principal
Ella Elementary School
4850 Olivehurst Avenue
Olivehurst, CA 95961

June 21, 2018

Dear Mr. Gregor,

Please accept my resignation from my position as a first grade teacher at Ella Elementary School. My last day will be June 27, 2018.

This was a very difficult decision to make. These past years with Ella Elementary has been incredibly rewarding. I have enjoyed working here, helping our wonderful students discover a passion for learning, and to collaborate with such an amazing faculty. Thank you for providing me with opportunities of growth and professional development during my tenure with the school district.

I wish you and the school all the best. If I can be of any assistance to you, please let me know. I do sure hope our paths cross again.

Sincerely,

Kayla Raymond



Maricela Silva

MJUSD
Personnel Dept

JUN 27 2018

RECEIVED

To whom my concern:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

June 26, 2018

Please accept this letter as my two weeks' notice of resignation as a Para Educator at Olivehurst Preschool. I have decided to resign due to having a hard time finding a good babysitter for my son.

This wasn't an easy decision, because I am grateful for the rewarding employment I have had with Maysville Join Unified School District. I have truly enjoyed working for this company and it has been a pleasure being part of it. I appreciate everything the company did for me but now I think that is better for me to stay home and focus on raising my son at list into he is able to attend to school.

I know I will miss the smiling faces of the children as well as I will miss talking with the families. I hope to stay in touch and be able to return to work for this company in the future. Please contact me if you have any questions.

I wish you continued growth and success in the future.

Sincerely,


Maricela Silva

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
2017-2018

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report Submission Date:
 (check one)

- ☐ October 2017-1st quarter-(7/1/17-9/30/17)
☐ January 2018-2nd quarter (10/1/17-12/31/17)
☐ April 2018-3rd quarter (1/1/18-3/31/18)
☒ July 2018-4th quarter (4/1/18-6/30/18)

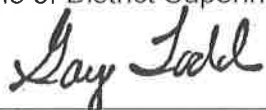
Date for information to be reported publicly at governing board meeting: July 17, 2018

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	1	1	
TOTALS	0		

Print Name of District Superintendent Dr. Gay S. Todd


 Signature of District Superintendent

July 9, 2018
 Date



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$160 for professional services and for travel time. All charges, including expenses, will be approved by the Assistant Superintendent of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months, July 17, 2018 to June 30, 2019. Services billed are expected to not exceed \$20,000.

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

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

AGREED:

Michael Hodson, Assistant Superintendent
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland
President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

8334 Parus Way, Granite Bay, California 95746
Office (916) 652-7165 Fax (916) 652-7168 www.rylands.com

Business Services Department

Approval:

Date: 7.9.18

244

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/01

On the motion of Trustee _____

Duly seconded by Trustee _____

**RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S
DESIRE TO ADOPT SPECIFICATIONS OF ELECTION ORDER**

SPECIFICATIONS OF THE ELECTION ORDER

RESOLVED, that pursuant to Education Code Sections 5304 and 5322, the authority for the specifications of the election order, I hereby specify the following with respect to the Governing Board Member Election in the Marysville Joint Unified School District.

Date of Election: **November 6, 2018**

Purpose of the Election: To elect four (4) members to the Marysville Joint Unified School District's Board of Trustees.

Trustee Area 1: One 2-year term (short term)
Trustee Area 2: One 4-year term
Trustee Area 3: One 4-year term
Trustee Area 4: One 4-year term

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a full true and correct excerpt from the Journal of the Marysville Joint Unified School District Board of Trustees pertaining to the adoption of the foregoing resolution for a regular meeting held on July 17, 2018 at 5:30 p.m.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Susan Scott, Clerk
Board of Trustees

5/22/18
7/17/18 - revised

YUBA COUNTY
SCHOOL DISTRICTS AND BOARD OF EDUCATION

Note: Any boundary lines, whether to trustee area or school district boundary, falls under the Federal Voting Rights Act of 1965 and must be submitted to the Federal Department of Justice for a preclearance.

Yuba County is one of 4 counties in the State of California that falls under the Federal Voting Rights Act of 1965. The other counties are Kings, Merced and Monterey.

Yuba County Board of Education

<u>Trustee Area</u>	<u>Member</u>	<u>Term Expires</u>
1	Marlene Rastetter	2018
2	George Smith	2020
3	Mary Hovey	2020
4	Desiree Hastey	2020
5	Eva Teagarden	2018

Camptonville School District

At Large	Jessie Mullins	2018 (short term)
	Richard Dickard	2018
	Sidonie Christian	2018
	Jessica Prince	2018 (short term)
	Candace DeMaranville	2018

Marysville Joint Unified School District

1	Randy Davis	2018 (short term)
2	Frank J. Crawford	2018
2	Susan Scott	2020
3	Randy L. Rasmussen	2018
3	Jim Flurry	2020
4	Jeff Boom	2018
4	Paul Allison	2020

Plumas Lake Elementary School District

At Large	Derek Bratton	2018
	Mrs. Frankye Doig	2018
	Michelle Perrault	2020
	Angela Covil	2018 (short term)
	David Villanueva	2018

Wheatland School District

At Large	Raegean Waltz	2018
	Ish Medina	2018
	Kathy Herbert	2020
	Nicole Crabb	2020
	Ronna Eaton	2018

Wheatland Union High School District

At Large	Frank D. Webb, Jr.	2018
	Tony Lopez	2018
	Shawndel Meder	2020
	Patricia Agles	2020
	Anna Newman	2020

Yuba Community College District

1	Ric Teagarden	2018
2	Brent Hastey	2020
3	David Wheeler	2018
4	Michael Pasquale	2020
5	Gary Sandy	2018
6	Xavier Tafoya	2020
7	V. Richard Savarese	2020

mph
Updated May 2018

Marysville Joint USD

Board Policy

Federal Grant Funds

BP 3230

Business and Noninstructional Operations

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR

200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

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

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules
200.0-200.521 Federal uniform grant guidance, especially:
200.1-200.99 Definitions
200.100-200.113 General provisions
200.317-200.326 Procurement standards
200.327-200.329 Monitoring and reporting
200.333-200.337 Record retention
200.400-200.475 Cost principles
200.500-200.521 Audit requirements
CODE OF FEDERAL REGULATIONS, TITLE 34
76.730-76.731 Records related to federal grant programs
CODE OF FEDERAL REGULATIONS, TITLE 48
2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

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

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance:

https://www.whitehouse.gov/omb/grants_docs

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): www.sam.gov/portal/SAM/##11

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: July 17, 2018

Marysville Joint USD

Administrative Regulation

Federal Grant Funds

AR 3230

Business and Noninstructional Operations

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the 'Uniform Guidance'), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

On or before July 1, 2018, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement

of goods and services.

When procuring good and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other

contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

Effective January 1, 2018, California Public Contract Code Section 20111, is amended to permit public school districts' child nutrition programs using federal child nutrition program funds to follow the federal small purchase threshold of \$150,000.

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a

longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: July 17, 2018

Marysville Joint USD

Board Policy

Contracts

BP 3312

Business and Noninstructional Operations

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

- (cf. 2121 - Superintendent's Contract)
- (cf. 3311 - Bids)
- (cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)
- (cf. 3311.2 - Lease-Leaseback Contracts)
- (cf. 3311.3 - Design-Build Contracts)
- (cf. 3311.4 - Procurement of Technological Equipment)
- (cf. 4312.1 - Contracts)
- (cf. 9124 - Attorney)

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

- (cf. 3300 - Expenditures and Purchases)
- (cf. 3314 - Payment for Goods and Services)

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

- (cf. 1340 - Access to District Records)

Contracts for Non-Nutritious Foods or Beverages

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

- (cf. 3554 - Other Food Sales)
- (cf. 3555 - Nutrition Program Compliance)

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

(cf. 3100 - Budget)

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

(cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

(cf. 1220 - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee may report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of

student and parent organizations to plan and operate fundraising activities.

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

(cf. 9322 - Agendas/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of food and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

(cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. 0440 - District Technology Plan)

3. Makes a finding that the district cannot afford to provide the electronic product or service

unless it contracts to permit dissemination of advertising to students.

(cf. 1325 - Advertising and Promotion)

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

(cf. 5145.6 - Parental Notifications)

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

(cf. 5125 - Student Records)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

(cf. 4200 - Classified Personnel)

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.

5. The nature of the work is such that the criteria for emergency appointments, as defined in

Education Code 45103.1, apply.

6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.

7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17250.10-17250.55 Design-build contracts

17595-17606 Contracts

35182.5 Contract prohibitions

45103.1 Personal services contracts

45103.5 Contracts for management consulting service related to food service

49073.1 Contract requirements for digital storage, maintenance and retrieval of student records

49431-49431.7 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions CODE OF REGULATIONS, TITLE 5

15500 Food sales by student organizations

15501 Sales in high schools and junior high schools

15575-15578 Food and beverage requirements outside of the federal school meal programs

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: July 17, 2018

Marysville Joint USD

Board Policy

Contracts

BP 3312

Business and Noninstructional Operations

Whenever state law invests the Board of Education with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate this power to the Superintendent or designee. To be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Board. (Education Code 17604)

(cf. 3300 - Expenditures and Purchases)
(cf. 3314 - Payment for Goods and Services)
(cf. 3400 - Management of District Assets/Accounts)

All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.

(cf. 2121- Superintendent's Contract)
(cf. 4312.1 - Contracts)
(cf. 9124 - Attorney)

When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)

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

The district shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)

Contracts for Non-Nutritious Foods or Beverages

Effective July 1, 2007, the district or a district school shall not enter into or renew a contract for the sale of foods that do not meet the nutritional standards specified in Education Code 49431 or 49431.2 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises. (Education Code 49431, 49431.2)

(cf. 3554 - Other Food Sales)

In accordance with the dates specified in law, the district or a district school shall not enter into or renew a contract for the sale of beverages that do not meet the nutritional standards in Education Code 49431.5 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises.

Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious food as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include but not be limited to the following:

1. Control procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

(cf. 3100 - Budget)

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

(cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation.

(cf. 3290 - Gifts, Grants and Bequest)

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may involve parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

(cf. 1220 - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board may designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract

reflects the district's vision and goals.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

3. The contract shall specify that the contractor report, on a periodic basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee may report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities.

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

The contract shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

(cf. 3311 - Bids)

The Board shall not enter into or renew a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious food until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled board meeting or as otherwise authorized by Education Code 35182.5. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5)

(cf. 9322 - Agendas/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The public hearing shall include but not be limited to a discussion of the nutritional value of food and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

(cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

(cf. 1340 - Access to District Records)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. 0440 - District Technology Plan)

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

(cf. 1325 - Advertising and Promotion)

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.5 Contracts for management consulting service related to food service

49431-49431.5 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

Marysville Joint USD

Board Policy

Food Service Operations/Cafeteria Fund

BP 3551

Business and Noninstructional Operations

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)
(cf. 3311 - Bids)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods. Meals sold to nonstudents must be paid at the time of service.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/ guardians, and shall make this policy and the accompanying administrative regulation available to the public.

The Superintendent or designee shall ensure that a student whose parent/ guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals) Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation of improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Providers

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by

any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside of the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49554 Contract for services

49550-49564.5 Meals for needy students

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, Title 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769J School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD

Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, Management Bulletin, SNP-03-2017, April 2017

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013
Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture; Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: July 17, 2018

Marysville Joint USD

Board Policy

Food Service Operations/Cafeteria Fund

BP 3551

Business and Noninstructional Operations

The Board of Education intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. Upon recommendation of the Superintendent or designee, the Board shall review and approve meal prices. Program financial reports shall be presented regularly to the Board.

Meals may be offered to employees and Board members as a matter of convenience. Since these meals may include federally donated food commodities, their price shall be set in accordance with state and federal guidelines.

Meals may be served to adults other than employees and Board members who are on campus during meal times for a legitimate purpose, such as serving as a classroom volunteer. Since these meals may include federally donated food commodities, their price shall be set in accordance with state and federal guidelines.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries and benefits of food service employees shall be paid from the district general fund. At any time, the Board may order reimbursement from the cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

To increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)

Contracts with Outside Providers

With Board approval, the district may enter into a contract for management consulting services related to food service on a year-to-year basis.

With Board approval, the district may enter into a contract with a private company that enables a

school to operate a franchise offering fast food items for sale to students. The franchise agreement and food purchases shall be subject to the competitive bidding requirements of the National School Lunch and School Breakfast Programs.

Legal Reference:

EDUCATION CODE

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services

49490-49493 School breakfast and lunch programs

49500-49505 School meals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CDE MANAGEMENT ADVISORIES

0701.00 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, No. 00-111

WEB SITES

CDE, Nutrition Services Division: <http://www.cde.ca.gov/nsd/>

U.S. Department of Agriculture; Child Nutrition Programs: <http://www.fns.usda.gov/cnd/>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

Marysville Joint USD

Board Policy

Title I Programs

BP 6171

Instruction

The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use Title I funds to provide services that strengthen the academic program and provide support to students at risk of failing to achieve academic standards.

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)

Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

(cf. 0420 - School Plans/Site Councils)

(cf. 0400 – Comprehensive Plans)

(cf. 0460 – Local Control and Accountability Plan)

In addition, the district and each school receiving Title I funds shall develop a written parent/guardian and family engagement policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Comparability of Services

In schools receiving Title I funds, state and local funds shall be used to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among district schools, the district shall:

1. Adopt and implement a districtwide salary schedule.
2. Ensure equivalence in teachers, administrators, and other staff, as measured by either or both of the following:
 - a. The ratio of students to instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio for all non-Title I district schools within that grade span.
 - b. Salary expenditures for instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.
3. Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining, whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average.
4. Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools.

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

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to students with disabilities, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

The Superintendent or designee shall annually assess comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Participation of Private School Students

The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)

Program Evaluation

The Board shall regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

(cf. 0500 – Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

52060-52077 Local control and accountability plan

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6318 Parent and family engagement

6320 Participation of private school students

6321 Comparability of services

6333-6335 Grants to local educational agencies

6391-6399 Education for migrant students

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.73 Improving basic programs for disadvantaged students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions About Title I Schoolwide Programs

Local Control and Accountability Plan Federal Addendum Template

Meeting Title I, Part A Comparability Requirements, October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary

Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-

Regulatory Guidance, November 21, 2016

Title I Fiscal Issues, Non-Regulatory Guidance, February 2008

Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006

Title I Services to Eligible Private School Students, October 17, 2003

WEB SITES

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

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

U.S. Department of Education: <http://www.ed.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: July 17, 2018

Marysville Joint USD

Board Policy

Title I Programs

BP 6171

Instruction

In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments.

(cf. 5149 - At-Risk Students)
(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

(cf. 0420 - School Plans/Site Councils)

The district and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Board of Education for approval. (20 USC 6312)

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

Comparability of Services

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among district schools:

1. The Board shall adopt and implement a districtwide salary schedule.
2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.
5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.

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

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Program Evaluation

The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

52055.57 Districts identified or at risk of identification for program improvement

54020-54028 Economic Impact Aid

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6316 School improvement

6318 Parent involvement

6320 Participation of private school students

6321 Comparability of services

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Title I Fiscal Issues, May 26, 2006

Designing Schoolwide Programs, March 22, 2006

Supplemental Educational Services, June 13, 2005

The Impact of the New Title I Requirements on Charter Schools, July 2004

Parental Involvement: Title I, Part A, April 23, 2004

Serving Preschool Children Under Title I, March 4, 2004

Title I Services to Eligible Private School Students, October 17, 2003

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

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

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

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California

Marysville Joint USD

Administrative Regulation

Title I Programs

AR 6171

Instruction

Schoolwide Programs

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. (20 USC 6314; 34 CFR 200.25)

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6314)

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

(cf. 0400 – Comprehensive Plans)

The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required for other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will: (20 USC 6314)

1. Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet state academic standards.

(cf. 6011 - Academic Standards)

2. Use methods and instructional strategies that strengthen the school's academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6177 - Summer Learning Programs)

3. Address the needs of all students in the school, but particularly the needs of those at risk of not meeting state academic standards, through activities which may include the following:

a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas.

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school.

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

(cf. 6178 - Career Technical Education)

c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act.

d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects.

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

e. Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.

(cf. 5148.3 – Preschool/Early Childhood Education)

The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

Targeted Assistance Programs

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)

Eligible students include those who are economically disadvantaged, students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students, and homeless students. (20 USC 6315)

Any targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic standards, which may include programs, activities, and academic courses necessary to provide a well-rounded education.
2. Use methods and instructional strategies that strengthen the academic program, through activities which may include:
 - a. Expanded learning time, before- and after-school programs, and summer programs and opportunities.
 - b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act.
3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs.
4. Provide professional development to teachers, principals, other school leaders,

paraprofessionals, and, if appropriate, specialized instructional support personnel and other school personnel who work with eligible students in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.

5. Implement strategies to increase the involvement of parents/guardians of participating students.
6. If appropriate and applicable, coordinate and integrate federal, state, and local services and programs, such as programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311.
7. Provide assurances to the Superintendent or designee that the program will:
 - a. Help provide an accelerated, high-quality curriculum.
 - b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds.
 - c. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards.

Participation of Private School Students

Teachers and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent/guardian and family engagement activities and professional development pursuant to 20 USC 6318. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.

The Superintendent or designee shall consult with appropriate private school officials, in a meaningful and timely manner, during the design and development of the district's Title I programs, with the goal of reaching agreement on how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include consultation on issues such as the following: (20 USC 6320, 7881; 34 CFR 200.56)

1. How the needs of private school students will be identified

2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to eligible private school students, the proportion of funds to be allocated for such services, and how that proportion of funds is determined
6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of service to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor
10. Whether to provide services to eligible private school students by pooling funds or on a school-by-school bases
11. When services will be provided, including the approximate time of day
12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The district shall maintain, and shall provide to the CDE, a written affirmation signed by officials of each participating private school that consultation has occurred. The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable

period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)

(cf. 3580 - District Records)

The Superintendent or designee shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records pertaining to the provision of services to private school students.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: July 17, 2018

Marysville Joint USD

Administrative Regulation

Title I Programs

AR 6171
Instruction

Schoolwide Programs

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314)

Any participating school shall develop, annually review, and update a single plan for student achievement which incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and plans required by other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

A schoolwide program shall include: (20 USC 6314)

1. A comprehensive needs assessment of the entire school, including the needs of migrant students, which includes the achievement of students in relation to state academic content and achievement standards

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)
(cf. 6175 - Migrant Education Program)

2. Schoolwide reform strategies that:

- a. Provide opportunities for all students to meet the state's proficient and advanced levels of achievement

- b. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, help provide an enriched and accelerated curriculum, and include strategies for meeting the

educational needs of historically underserved populations

(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6177 - Summer School)

c. Include strategies to address the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement standards who are members of the target population of any program that is part of the schoolwide program

Such strategies may include counseling, student services, mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs.

(cf. 5149 - At-Risk Students)
(cf. 6030 - Integrated Academic and Vocational Instruction)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)

d. Address how the school will determine if student needs have been met

e. Are consistent with and designed to implement state and local improvement plans, if any

(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)

3. Instruction by highly qualified teachers

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

4. High-quality and ongoing professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians to enable all students in the school to meet state academic achievement standards

(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

5. Strategies to attract high-quality, highly qualified teachers to high-need schools

(cf. 4111 - Recruitment and Selection)

6. Strategies to increase parent involvement

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

7. Plans for assisting preschool children in the transition from early childhood programs to elementary school programs

(cf. 6300 - Preschool/Early Childhood Education)

8. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program

9. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance

(cf. 6179 - Supplemental Instruction)

10. Coordination and integration of federal, state, and local services and programs

Targeted Assistance Programs

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to: (20 USC 6315)

1. Students in grades 3-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school

2. Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures

A targeted assistance program shall: (20 USC 6315)

1. Use program resources to help participating students meet state academic achievement standards expected for all students

2. Ensure that program planning is incorporated into existing school planning

3. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the core academic program, give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I

4. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
5. Provide instruction by highly qualified teachers
6. Provide opportunities for professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians who work with participating students
7. Provide strategies to increase parent involvement
8. Coordinate and integrate federal, state, and local services and programs

Participation of Private School Students

The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)

Teachers, other educational personnel, and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent involvement activities and professional development pursuant to 20 USC 6318 and 6319. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation.

The Superintendent or designee shall consult, in a meaningful and timely manner, with appropriate private school officials during the design and development of the district's Title I programs. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include a discussion of: (20 USC 6320, 7881; 34 CFR 200.63)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to private school students and the proportion of funds that is allocated for such services

6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of service to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The Superintendent or designee shall maintain, and shall provide to the California Department of Education upon request, a written affirmation signed by officials of each participating private school that consultation has occurred. (20 USC 6320)

If the private school officials do not provide such affirmation within a reasonable period of time, the Superintendent or designee shall maintain records of the consultation or the offer of consultation.

(cf. 3580 - District Records)

The Superintendent or designee also shall maintain records documenting that:

1. The needs of private school teachers and/or private school students were identified.
2. The funds made available were equitable to those allocated for public school students and teachers.
3. The district's program met the needs of the private school teachers and/or private school students.
4. The district made efforts to resolve any complaints made by private school representatives.

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

Marysville Joint USD

Board Policy

Integrated Waste Management

BP 3511.1

Business and Noninstructional Operations

The Governing Board believes that the conservation of natural resources and the protection of the environment are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

(cf. 0100 - Philosophy)

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Conservation)

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

The district's program shall include strategies designed to help the district reduce solid and hazardous waste generation, improve efficiency in its use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

(cf. 3300 - Expenditures and Purchases)

(cr. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations With Local Agencies)

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reducing incentives.

To the extent that funding permits, the Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6142.5 - Environmental Education)
(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

40050-40063 Integrated waste management act

41780 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling

CODE OF REGULATIONS, TITLE 14

17225.12 Commercial solid waste

Management Resources:

WEB SITES

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

California Department of Resources Recycling and Recovery:

<http://www.calrecycle.ca.gov/ReduceWaste/Schools>

California Division of State Architect: <http://www.dgs.ca.gov/dsa>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: July 17, 2018

OLD

(Currently Approved)

Marysville Joint USD

Board Policy

Integrated Waste Management

BP 3511.1

Business and Noninstructional Operations

The Board of Education believes that the conservation of water, energy and other natural resources as well as the protection of the environment are essential to the health and well-being of the community. The Superintendent or designee shall develop an integrated waste management program to reduce waste, conserve natural resources and protect the environment.

(cf. 3511 - Energy and Water Conservation)

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

The program shall include specific strategies designed to help the district reduce waste generation and improve efficiency in using natural resources in all areas of its operations.

The Superintendent or designee may collaborate with city, county and state agencies in developing and implementing the district's integrated waste management program.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations With Local Agencies)

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reducing incentives.

The Superintendent or designee shall provide appropriate training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6142.5 - Environmental Education)

(cf. 6142.93 - Science Instruction)

Legal Reference:

EDUCATION CODE

32370-32376 Recycling paper

33541 Environmental education
PUBLIC RESOURCES CODE
25410-25421 Energy conservation assistance
40050-40063 Integrated waste management act
41780 Waste diversion
42620-42622 Source reduction and recycling programs
42630-42647 Schoolsite source reduction and recycling

Management Resources:

A District-wide Approach to Recycling-A Guide for School Districts, Pub. # 500-94-009
Seeing Green through Waste Prevention-A Guide for School Districts, Pub. # 500-94-010
Going Beyond Recycling, Buying Recycled-A Guide for School Districts, Pub. # 322-95-001
Reusable School News

WEB SITES

CSBA: <http://www.csba.org>
California Department of Resources Recycling and Recovery: <http://www.calrecycle.ca.gov>
California Division of State Architect: <http://www.dsa.ca.gov>
California Energy Commission: <http://www.energy.ca.gov>
California Environmental Protection Agency: <http://www.calepa.ca.gov>
U.S. EPA: <http://www.epa.gov>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California

Marysville Joint Unified School District

Resolution 2018-19/02

DISPOSAL OF OBSOLETE TEXTBOOKS/INSTRUCTIONAL MATERIALS

WHEREAS, the Marysville Joint Unified School District accumulates worn and obsolete textbooks and instructional materials each year; and

WHEREAS, the Marysville Joint Unified School District desires to dispose of said worn and obsolete textbooks and instructional materials; and

NOW, THEREFORE, BE IT RESOLVED that in accordance with provisions of the Education Code and district policy, the Superintendent, or designee, is hereby authorized to sell, donate, recycle, or dispose of obsolete textbooks and instructional materials for the 2018-19 school year.

PASSED AND ADOPTED THIS 17th DAY OF JULY 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Randy L. Rasmussen
President to Board of Trustees

Marysville Joint Unified School District

Resolution 2018-19/03

PROCUREMENT THROUGH USE OF VARIOUS STATE CONTRACTS

WHEREAS, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the district; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Marysville Joint Unified School District does declare it to be in the best interest of the district to acquire materials, equipment, supplies, services, and vehicles through use of various State of California Department of General Services and Department of Technology contracts, as the district deems necessary. These state contracts may be used through the term of the contract including extensions if the district so chooses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Governing Board authorizes the district to accept and award purchase orders as needed for the procurement of materials, equipment, supplies, services, and vehicles through use of various State of California Department of General Services and Department of Technology contracts.

PASSED AND ADOPTED THIS 17th DAY OF JULY 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Randy L. Rasmussen
President to Board of Trustees

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this ____ day of _____, 2018 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
103 Woodmere Rd. Suite 110
Folsom, CA 95630

and

Marysville Joint Unified School District ("Customer" or "District")
1919 B St.
Marysville, CA 95901

RECITALS

WHEREAS, on January 4, 2018, District and JCI entered into that certain Project Development Agreement whereby JCI agreed to investigate beneficial improvement measures to District's facilities, and to provide a project proposal, energy conservation projection and a performance guaranty relating to such improvements; and

WHEREAS, Customer desires to retain JCI to perform additional work, as specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, the Customer is a public agency under the provision of California Government Code section 4217.10 et seq. pertaining to Energy Conservation Contracts; and

WHEREAS, the parties intend to enter into this agreement under the authorizations, exemptions, and terms as provided by statute, including but not limited to section 4217.12 of the Government Code; and

WHEREAS, The California Clean Energy Jobs Act was created with the approval of Proposition 39 in the November 6, 2012, statewide general election. The purpose of Proposition 39 is for the funding of eligible projects that create jobs in California while improving energy efficiency and expanding clean energy generation.

WHEREAS, Johnson Controls, Inc. was selected by the customer to perform steps 1-8 of the Proposition 39 rules issued by the California Energy Commission and construction of energy conservation measures, by means of a public selection and evaluation of responses to the Request for Qualifications: Proposition 39 Energy Consultant and Implementation Services, issued on December 1, 2017.

WHEREAS, The Customer is interested in creating local clean energy jobs. JCI will solicit proposals from the local community, to the extent reasonably possible and with the cooperation and assistance of the District, for materials, equipment, supplies and installation. Resulting proposals will be shared with the Customer and will be jointly evaluated; and

WHEREAS, If market conditions for materials or subcontracted labor change during the construction period or in the event of unforeseen conditions, the parties intend to modify the scope of work, and related savings or schedule as necessary to match the district's total expenditures, to the total amount of the Total Price for the Work. All modifications will be made via the change order process described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Performance Contract [Rev 15] 04/08
Johnson Controls, Inc. - Proprietary
© 2008 Johnson Controls, Inc.

Business Services Department

Approval:

Date: 7.9.18

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).
2. **CONTRACT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following documents are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work
Schedule 2 – Assured Performance Guarantee
Schedule 3 – Customer Responsibilities
Schedule 4 – Price and Payment Terms
Attachment 1 – Notice to Proceed
Attachment 2 – Change Order
Attachment 3 – Certificate of Substantial Completion, Certificate of Final Completion
Attachment 4 – M&V Services Agreement
Appendix 1 – Lighting Scope of Work
3. **SUBMITTAL OF DOCUMENTS.** JCI shall not commence the Work under this Agreement until the JCI has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required. The bonds, certificates, and endorsement(s) of insurance shall be presented to the District for approval within seven (7) days after execution of the Agreement.
4. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the earlier of:
 - (a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3. (JCI will develop a Substantial Completion form for each school to be executed when the work is substantially completed at each school); or
 - (b) 24 Months after JCI's receipt of Customer's Notice to Proceed, subject to adjustments set forth in Section 4 and Section 5 below.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) materially breaches this Agreement or otherwise fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels or terminates this Agreement pursuant to Section 23, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, JCI confirms that the period of time set forth in Section 4 is a reasonable period for performing the Work.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

5. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure Event (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts, including documentation and facts explaining the delay, within fourteen (14) calendar days of the beginning of any delay. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if JCI has timely submitted the Construction Schedule as required herein. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.
6. **GRANTS/REBATES/INCENTIVES.** JCI shall use commercially reasonable efforts to support the District in obtaining or maintaining grants, rebates and/or incentives for the Project (collectively, the "Incentives Process"). Notwithstanding the foregoing, JCI makes no warranty or guaranty that the District will be successful in receiving all or any of the grants, rebates or incentives pursued by District pursuant to the Incentives Process.
7. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.
8. **PROJECT INSPECTOR.** District's project manager on the Project is Travis Barnett ("Project Manager"), and District's project inspector on the Project is [TBD] ("Project Inspector"). JCI hereby acknowledges that the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the JCI's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. JCI shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. JCI shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

- 10. LICENSES AND REGISTRATION.** JCI and all JCI's subcontractors, employees or agents shall secure and maintain in force, at JCI's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement. JCI hereby acknowledges that it currently holds a valid Class B, C-4, C-7, C-10, and C-20 Contractor's license issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code. Pursuant to Labor Code section 1771.4, JCI and all subcontractors shall be registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1725.5.
- 11. WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for projects similar to the Project in the Marysville CA metropolitan area, and all laws, statutes, ordinances and regulations applicable to the Project, JCI and/or the District (collectively, "Applicable Law"), including the applicable provisions of California Code of Regulations, Title 24, the requirements of the applicable Building Department and the California Department of Education, and the District's Design Guides and Technical Specifications (Work that fails to adhere to such requirements shall be referred to as "Defective Work"). JCI represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the reasonable approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. JCI will promptly re-perform any Defective Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion (or such other period identified in Schedule 1) of the applicable Improvement Measure or other portion of the Work. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer at the end of the one-year warranty period, and, thereafter, Customer shall work directly with applicable manufacturers on any such manufacturers' warranty claims. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Final Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.
- 12. CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
- 13. SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. JCI shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Each of JCI and Customer shall comply with all Applicable Laws in connection with its performance hereunder. JCI shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If JCI observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, JCI shall notify the District, in writing, and, by mutual consent of the parties, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing. If JCI performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, JCI shall bear all costs arising therefrom.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

14. ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for identification, removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 14.

15. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Change Order are clarified and agreed upon but shall not be excused from the Completion Date. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification.

District and JCI acknowledge that in completing the design and permitting processes or Incentives Processes, certain events outside of the Parties' reasonable control may occur (for example, the Division of the State Architect ("DSA") may require additional modifications to the proposed Improvement Measures or may otherwise require additional work to be completed as a condition of DSA's approval of such Improvements, or the District may not be successful in obtaining the planned amounts of Project incentives, grants or rebates, etc.). Further, in completing JCI's subcontractor and material procurement processes, District may direct JCI to use certain local subcontractors and/or material suppliers that are different than the entities JCI intended to use. In either case, if any such events adversely impact either (a) the ability of the project to comply with Applicable Law, or (b) JCI's ability to maintain the pricing, scope of Work, project schedule and/or the Assured Performance Guarantee, as currently stated in this Agreement, then the parties shall cooperatively work together in good faith to alter and modify the scope of Work pursuant to a Change Order so that it (i) can be completed for an amount not in excess of the compensation set forth in Schedule 4, and (ii) will achieve sufficient Total Project Benefits that the project complies with Applicable Law, including without limitation Section 4217.10 *et seq.* of the Government Code.

16. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
- (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
- (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

17. INSURANCE. JCI shall maintain insurance in amounts set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self-insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, provided there is no gap between the per occurrence amount of any underlying policy and the start of the coverage under the excess policy, and may be subject to self-insured retentions.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

For the general liability and automobile liability policies, the District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers are to be listed as additional insureds ("Additional Insureds") through the issuance of additional insured policy endorsements with respect to the liability arising out of activities performed by or on behalf of JCI; instruments of Service and completed operations of the JCI; premises owned, occupied or used by JCI; or automobiles owned, leased, hired or borrowed by JCI. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. For any claims related to the projects, JCI's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the JCI's insurance and shall not contribute with it. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

JCI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. JCI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. JCI shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commences.

18. BONDS JCI shall provide the following bonds.

18.1 A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto, shall be provided by JCI for the Work before the Work commences and the Notice to Proceed is issued. The Payment Bond shall be for One Hundred Percent (100%) of the Price for the Work indicated in Schedule 4, to satisfy claims of all claimants as defined in Civil Code Section 9100. The Payment Bond shall be maintained by JCI in full force and effect for the Work until the Work is fully completed and accepted and until all claims for materials and labor are paid, and as otherwise required by California law. In the event the Price for the Work is increased, JCI shall increase the Payment Bond to equal the revised Price for the Work. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County in which the Work is performed that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

18.2 A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto shall be provided by JCI for the Work before the Work commences and the Notice to Proceed is issued. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the Price for the Work to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be in the form acceptable to the District and shall be maintained by JCI in full force and effect until the Work is fully completed and accepted and until all claims and disputes related to the Work and performance of this Agreement are resolved, and as otherwise required under California law. The Faithful Performance Bond shall name the District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. In the event the Price for the Work is increased, JCI must increase the Faithful Performance Bonds to equal the revised Price for the Work. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County in which the Work is performed that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

18.3 The bonds required by this section shall meet the following criteria:

1. Each bond shall name the District as obligee, and JCI as principal, and the surety as obligor.
2. Each bond shall be signed by the surety, JCI, and a notary. The signature of the authorized agent of the surety shall be notarized.
3. Should any bond become insufficient, JCI shall renew or amend the bond within ten (10) days after receiving notice from the District and/or post one or more additional, bond(s) to provide the bonding required herein.
4. Should any surety at any time not be a California admitted surety, notice will be given to the District to that effect. No further payments shall be deemed due or shall be made until a qualified surety issues sufficient bonds as required herein.
5. Changes in the work, extensions of time, or any other modifications to this Agreement shall in no way release JCI or the surety from its obligations. Notice of such changes, extension or modifications shall be waived by the surety by express language in the bonds to that effect.
6. JCI is hereby authorized to obtain a Performance and Payment Bond from any subcontractors selected by JCI at its discretion and JCI's sole cost and expense. Any bonds required by this subsection shall comply with the requirements set forth herein.

19. INDEMNIFICATION.

19.1 Indemnification of District by JCI. To the furthest extent permitted by California law, JCI shall defend, indemnify and hold harmless District, the Project Inspector, the State of California and their officers, employees, agents and independent contractors (the "District Indemnified Parties") from all liabilities, claims, actions, liens, judgments, demands, damages, or losses of any kind ("Liability") arising from third party claims for death, personal injury, property damage, including all damages or injury to, loss or loss of use of, any property, sustained by any person, firm or corporation, or other cause based or asserted upon any negligent act or omission by JCI or any person, firm or corporation employed by JCI, either directly or pursuant to a subcontract, or breach of this Agreement by JCI under this Agreement. As part of this indemnity, JCI shall protect and defend, at its own expense, the District Indemnified Parties from any legal action including attorneys' fees or other proceeding based upon such negligent act or omission or breach of this Agreement. Furthermore, JCI agrees to and does hereby defend, indemnify and hold harmless District, Project Inspector, the State of California and their officers, employees, agents and independent contractors from every third party Liability arising out of a third party claim or demand, which may be incurred by reason of any dispute between JCI and JCI's subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the Seller (or any person hired or employed directly or indirectly by the JCI) to pay any subcontractor or materialman of any tier or any other person employed by JCI, but excepting instances where such failure to pay is proximately caused by District's failure to pay JCI in accordance with this Agreement.

19.2 Indemnification of JCI by District. District shall, indemnify, defend and hold harmless JCI, its agents, representatives, officers, consultants and employees (the "JCI Indemnified Parties") from all Liabilities arising from third-party claims including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or property damage, or any other cause based or asserted upon the negligence or willful misconduct of District.

20. LIMITATION OF LIABILITY. NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. THIS LIMITATION DOES NOT APPLY TO JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED

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PERFORMANCE GUARANTEE OR CLAIMS THAT ARE OTHERWISE COVERED BY INSURANCE. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 21. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure Event") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.
- 22. JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

23. TERMINATION.

- 23.1 For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate JCI for (i) services satisfactorily rendered to the date of termination, and (ii) Termination Costs. Written notice by District shall be sufficient to stop further performance of services by JCI. Notice shall be deemed given when received by JCI or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate JCI for work completed to date, plus all reasonable costs to close out and secure the project, including but not limiting, outstanding invoices due to Architects/Engineers, subcontractors, suppliers and vendors as well as equipment rental return fees and termination costs associated with securing the facilities from a safety perspective, prior to leaving project site(s) (collectively, "Termination Costs").
- 23.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 23.2.1.** material violation of this Agreement by the JCI; or
 - 23.2.2.** any act by JCI exposing the District to liability to others for personal injury or property damage; or
 - 23.2.3.** JCI is adjudged a bankrupt, JCI makes a general assignment for the benefit of creditors or a receiver is appointed on account of JCI's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) business days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) business days

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cease and terminate. In the event of this termination, the District may secure the required services from another contractor.

- 23.3** Upon termination, JCI shall provide the District with all documents produced maintained or collected by JCI pursuant to this Agreement, whether or not such documents are final or draft documents. In the event the District changes or uses any fully or partially completed documents without JCI's knowledge or participation or both, the District agrees to release JCI of responsibility for such changes, and shall hold JCI harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless JCI is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the JCI's full involvement, the District shall remove all title blocks and other information that might identify JCI and its consultants.

- 24. DISPUTES.** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, JCI agrees it will neither rescind the Agreement nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., JCI and District will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. The demand for mediation of any claim over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of JCI's submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the JCI shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the JCI's right to bring a civil action against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring.

- 25. ATTORNEY FEES AND COSTS.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

- 26. GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the State of California.

- 27. CONSENTS; APPROVALS; COOPERATION.** Whenever District's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that District may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever District's cooperation is required by JCI in order to carry out JCI's obligations hereunder, District agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

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- 28. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- 29. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties. JCI understands and agrees that he/she and all of his/her employees are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. JCI shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to JCI's employees. JCI shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 30. SUBCONTRACTORS.** Subcontractors, if any, engaged by the JCI for any Service or Work under this Agreement shall be subject to the approval of the District. If a subcontractor is rejected by the District during the selection of subcontractors, and except for cause after performance commences, and if there is an impact on the project cost, the Price for the Work and/or scope of work will be equitably adjusted. If JCI shall subcontract any part of this Agreement, JCI shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
- 31. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
- 32. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
- 33. WAIVER.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 34. COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. District acknowledges and agrees that any purchase order issued by District associated with this Agreement is intended only to establish payment authority for District's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
- 35. HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- 36. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.

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37. NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at the address listed on the first page of this Agreement.

38. PREVAILING WAGES. JCI shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, JCI and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by JCI or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

JCI shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

JCI and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified/Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by JCI and/or each subcontractor in connection with the Work. JCI and its subcontractor(s) shall make certified payroll records of employees available to the District immediately upon request.

39. AUDIT. JCI shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of JCI transacted under this Agreement. JCI shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. JCI shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to JCI and shall conduct audit(s) during JCI's normal business hours, unless JCI otherwise consents.

40. PROTECTION OF PERSONS AND PROPERTY. At its own expense, JCI shall comply with all fingerprinting requirements under law and contract, including but not limited to the requirements of Education Code section 45125.2 and the Fingerprinting Notice and Acknowledgement which is part of the Construction Services Agreement. JCI shall reimburse the District, and defend and indemnify the District for any costs, including attorneys' fees, incurred by District related to JCI's failures to comply.

JCI shall at all times enforce orderly and disciplined conduct among those performing work on the Project and shall not employ on the work any unfit person not skilled in the task assigned to him. The District may evaluate JCI in any manner which is permissible under the law. Any person in the employ of JCI or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

JCI, in performing the work, shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. JCI shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and shall promulgate safety regulations and notify owners and users of adjacent utilities. JCI shall designate a responsible member of JCI's organization employed at the Site of the Project whose duty

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shall be the prevention of accidents. Such person shall be JCI's Field Project Manager, unless otherwise designated in writing by JCI to District.

In any emergency affecting the safety of persons or property, JCI shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by JCI on account of such emergency shall be determined by mutual agreement between District and JCI.

41. OCCUPANCY. District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.

42. DRUG-FREE WORK PLACE. JCI shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto as "Appendix 1" and must be signed under the penalty of perjury and dated prior to commencing work on this Project.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Mark Martinez

Title: _____

Title: Regional General Manager

Date: _____

Date: _____

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SCOPE OF WORK

Scope of Work General

JCI shall furnish and install the scope of work as herein defined including the design, engineering, procurement implementation, start-up and training.

The Table below is a summary of the measures included for the project:

FIM#	Facility Improvement Measure	Marysville High	Lindhurst High	Olivehurst Elem	Linda Elem
1A	Interior Lighting Retrofit	O	O	O	O
1B	Exterior Lighting Retrofit	O	O	O	
1C	Lighting Control System	O	O	O	O

The scope of work defined herein is considered maintenance work per Section 4-315, Part 1, California Administration Code (CAC) and as defined in Section 4-314 Part 1, CAC and thereby exempted for permitting by the Division of State Architect (DSA).

Customer acknowledges that previous permit applications that JCI was not involved with are not the responsibility of JCI.

FIM 1 Lighting Retrofits

JCI shall provide lighting retrofit work that will include necessary labor, materials, equipment, fixture cleaning, transportation and storage for fixtures as identified in Appendix 1 - Lighting Scope of Work. In general the following are the significant elements of the lighting retrofit scope of work unless otherwise noted in Appendix 1:

“Retrofits” in which new components (e.g.: lamps, ballasts) are installed and the existing fixture housing are reused.

“Replacements” in which a new fixture of similar form to the existing is installed in the current location.

“Relamps” in which the existing lamp is replaced with a new lamp of similar form.

New replacement Light Emitting Diode (LED) fixtures will be of the brand Hubbell, Green Creative, Lithonia or equal.

The disposal shall include removed materials, trash, fluorescent lamps and ballasts. Removed fluorescent lamps and ballasts will be disposed of as per California EPA guidelines in effect at the time of contract signing.

Unless otherwise specified, the basis for the lighting retrofit selections is to maximize energy savings and to meet or exceed existing light levels. It is not the intent to redesign the existing lighting system, change fixture orientation or provide revised lighting layouts unless specifically indicated. If such items are required by the Authority Having Jurisdiction (AHJ), these items will be at an additional cost and an adjustment to the guarantee will be required if the post energy usage is increased above the Appendix 1 values.

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JCI will prepare and submit the Pacific Gas and Electric (PG&E) utility company lighting retrofit rebate applications on behalf of the Customer.

JCI will provide Customer with a spare stock of lighting materials consisting of 1.5 percent of the LED lamps and screw-in type LED lamps and tubes.

FIM 1A Interior Lighting Retrofits and FIM 1C Lighting Control Systems

JCI shall provide lighting retrofit work related to the interior lighting retrofits as identified in Appendix 1 - Lighting Scope of Work. In general the following are the significant elements of the interior lighting retrofit scope of work unless otherwise noted in Appendix 1:

Existing fluorescent fixtures will be retrofitted with eTech line voltage LED lamps. A sticker shall be placed in the fixture stating, "Warning- Electric Shock Hazard. Terminals may be energized. Turn Off The Power. This fixture has been modified to LED tubes. Use only LED tubes".

Specified incandescent and compact fluorescent fixtures will be retrofitted or replaced with appropriate LED type lamps.

Occupancy sensors, as required by Title 24, include a combination of wireless ceiling mounted, wireless wall mounted and wireless wall switch receivers, Lutron or equal. Existing sensors are not replaced and left as is (no re-commissioning included).

Existing LED exit signs are to be left as is, however incandescent or compact fluorescent exit signs noted in Appendix 1 will be replaced with standard red LED polycarbonate universal mount exit signs.

Gym high bay type fixtures noted in Appendix 1 will be replaced one for one with Lithonia IBG high bay LED fixtures.

FIM 1B Exterior Lighting Retrofit

JCI shall provide lighting retrofit work related to the exterior lighting as identified in Appendix 1 - Lighting Scope of Work. In general the following are the significant elements of the exterior lighting retrofit scope of work unless otherwise noted in Appendix 1:

Exterior Building Mounted Lighting

Select screw in compact fluorescent and incandescent technology will be relamped using energy saving LED lamps.

Existing High Pressure Sodium(HPS) and Metal Halide(MH) fixtures will be replaced with LED fixtures or screw-in LED lamps.

Canopy recessed square and can fixtures will be relamped using LED replacement lamps or replaced with new LED technology canopy fixtures.

Integral occupancy sensors will be incorporated where appropriate. These occupancy sensors will dim the fixture to a preset level when no occupancy is detected in the area under the individual fixture. When occupancy is detected, the fixture will quickly brighten to its max level lumen output.

Fixtures will be replaced on a "one for one" basis. Adding or deleting fixtures is not addressed. The existing infrastructure, wiring and controls will be re-used. Replacing of the existing luminaire fixture assembly only is included. If an existing fixture cannot be replaced while addressing the proper illuminating coverage of the area per Title 24-2016 guidelines for exterior lighting, the fixture will be left as is and not addressed.

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Schedule-1

JCI will match the existing fixture with a like design, color and appearance as much as possible. Luminaires will be replaced with new LED technology luminaires with full cut-off optics and design or be retrofitted with LED lamps keeping the look of the existing fixture.

For new LED fixtures, vandalism covers will not be included.

Parking Lot Lighting

JCI will replace the existing fixtures with new LED technology fixtures with integral occupancy sensors (if over 75 system watts) that will dim the fixture to a preset level when no occupancy is detected in the space under the individual fixture. When occupancy is detected, the fixture will quickly brighten to its max level lumen output. This luminaire and control design is per CA Title 24-2016 energy code. Fixtures less than 75 watts are not required by Title 24 to have occupancy sensors and therefore not provided with occupancy sensors.

Fixtures will be replaced on a "one for one" basis. Adding or deleting fixtures is not addressed. The existing infrastructure, poles, bases, wiring and controls will be re-used. Replacing of the existing luminaire fixture assembly only is included. If an existing fixture cannot be replaced while addressing the proper illuminating coverage of the area per Title 24-2016 guidelines for exterior lighting, the fixture will be left as is and not addressed.

JCI will match the existing fixture with a like design, color and appearance as much as possible. Shoe box style luminaires will be replaced with new LED technology shoe box luminaires with full cut-off optics and design. Decorative post top fixtures will be replaced with a spider mount or center mount design fixture or be retrofitted with LED retrofit kits keeping the look of the existing fixture. Existing site and area flood light fixtures will be replaced with LED flood fixtures with beam angles to cover the existing space or area.

For new LED fixtures, vandalism covers will not be included.

Lighting Exclusions / Clarifications:

- The scope of work is as described in detail in Appendix 1.
- New fixture lenses are excluded unless they are specified in the scope of work as replacement or if the lenses are broken or damaged during the installation.
- Replacement of ceiling tiles is excluded, unless damaged by JCI.
- Design and installation of emergency lighting systems is excluded.
- Repair or upgrades required to rectify existing lighting or electrical system code violations, including egress and emergency lighting codes, unless specifically described in this scope of work are excluded.
- Fixtures in inaccessible areas are excluded.
- Repair or replacement of existing switches, breakers, wiring, etc. unless the failure is a direct result of JCI's actions are excluded.
- Replacement of existing fluorescent emergency battery packs is excluded. It is assumed that existing battery packs are compatible with the proposed retrofits. JCI will test for compatibility during installation and report on any deficiencies.
- Existing faulty wiring or raceways providing power to lighting system. (JCI will bring such conditions to the attention of Customer, but it shall be the responsibility of Customer to address the identified deficiencies)
- Repair, replacement or upgrade of existing indoor or exterior emergency and/or egress lighting systems are excluded unless otherwise noted in the Scope of Work;
- Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
- Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.
- Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the customer and/or the utility company be notified immediately to correct the fault before any work will be performed.

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Schedule-1

The lighting retrofit scope of work will be performed during the period of 24 months after receipt of a Notice to Proceed, Monday through Friday at a time beginning 30 minutes after the end of student day bell rings and extending for 9 hours, unless the District's Project Manager authorizes work at a different time. The lighting retrofit work may also be performed during normal business hours during the summer or other school breaks periods.

General Clarifications and Exclusions

This project scope describes the work and services that JCI will provide to the Customer. JCI is confident of its ability to perform the preceding scope of work and does not foresee complications. There are certain items that are excluded from the scope of work and are itemized at the end of each of the preceding sections. The following are general clarifications and exclusions which apply to all measures. In the event that conditions require inclusion of these items in the scope of work, JCI and the Customer agree to negotiate in good faith a fair and equitable solution.

During the construction phase of the project there may be periods when it is not possible to maintain conditions in accordance with standard levels. Included are such issues as, but are not limited to: temperature, air circulation, odor control, sound level, electrical service, etc. JCI and the Customer will coordinate activities to minimize the inconvenience to occupants.

Items indicated within Schedule 1 are subject to change during final engineering and design.

The scope and costs were developed using codes in effect as of May 31, 2018. If any code modifications after that date necessitate changes in the scope, JCI will promptly notify the Customer and help develop a plan to mitigate or minimize the additional cost associated. An adjustment to the guarantee will be required if the post energy usage is increased above the Appendix 1 values.

Exclusions

- Any work not specifically delineated within this scope of work.
- Warranty, repair or replacement of existing equipment or systems which are defective, in disrepair, or not compliant to current codes (including, but not limited to, requirements of CA Building Code, Americans with Disabilities Act (ADA) or Fire & Life Safety system requirements. JCI will identify the location of defective equipment and notify Customer.
- Remedies for encounters with unforeseen/undocumented site conditions.
- Student relocation and/or temporary housing, furniture or sensitive equipment removal and/or relocation
- Inspection fees, laboratory or testing fees.
- Overtime or premium time labor if requested by the Customer is excluded. (JCI will coordinate access and system shutdowns with Customer prior to and concurrent with construction activities).
- When documentation is not available that suspected areas are free of asbestos containing materials (ACMs) the Customer will be responsible for providing spot testing and abatement, as necessary, of the work area.

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ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Final Completion date and will continue for the period of 12 months through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

First Year Annual Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved during the first year of this Agreement.

Total Project Benefits are the projected First Year Project Benefits to be achieved, and multiplied by the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$8,783 in First Year Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$89,589 in First Year Measured Project Benefits for a First Year Total of \$98,372 as set forth in the First Year Annual Project Benefits table below. The first year shall be understood to mean the first year after notice of completion for all scope items.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Total First Year Project Benefits

Year	Measured Project Benefits	Non-Measured Project Benefits	Annual Project Benefits
	Lighting Retrofits Energy Savings (Electric)	Lighting Controls Energy Savings (Electric)	
Construction Period	\$0	\$0	\$0
1	\$89,589	\$8,783	\$98,372

The Total Project Benefits will be the First Year Project Benefits, listed above, for each year of the Guarantee Term of the Agreement. The Guarantee Term is defined as 1 year.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Service Agreement, (ii) fails to pay for M&V Service Agreement in accordance with Attachment 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

- (i) **Project Benefits Shortfalls.** If an Annual Project Benefits Shortfall occurs during any one year of the Guarantee Term, JCI shall pay to Customer the amount of such shortfall. JCI reserves the right to pay the shortfall for the remaining term of the Guarantee at any one year of the term.
- (ii) **Project Benefits Surpluses.** If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI will apply the amount of such surplus to offset any subsequent Annual Project Benefit Shortfall during the Guarantee Term,
- (iii) **Additional Improvements.** Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

D. Energy Savings Dispute. To remedy a dispute over the Annual Project Benefits, both parties will mutually agree to select a disinterested third party engineer and agree to abide by the independent Engineer's report.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Schedule 2

- (i) Engineers Credentials. The Engineer shall be a California registered Professional Engineer (PE) in good standing. In addition, the Engineers shall be certified by the Association of Energy Engineers with the designations of a Certified Energy Manager (CEM) and Certified Measurement & Verification Professional (CMVP),
- (ii) Engineers Compensation. If the third party engineer's review indicates a shortfall of greater than five (5%) of JCI's Annual Benefit Report, JCI, will reimburse the Customer for all reasonable costs for the third party engineer's review costs.
- (iii) JCI's Compensation. If the third party engineer's review does not indicate an error of more than a five (5%) percent shortfall of JCI's Annual Project Benefits, the Customer will be responsible for all of JCI's reasonable engineering costs to substantiate the savings report.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

II. NON-MEASURED PROJECT BENEFITS

Non- Measured Project Benefits are energy savings that produce comparatively small savings. The cost benefit to perform M&V for these items outweigh the savings generated by these FIMs. The Non-Measured project Benefits amounts will be reported in the first year of the performance period and escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of four percent (4.0%) during the performance period.

Note: The annual energy cost escalation rate of 4% is based upon the Proposition 39: California Clean Energy Jobs Act – 2015 Program Implementation Guidelines, Appendix D. This value is used throughout Schedule 2 of this Agreement.

For this project the non-measured project benefits are as follows:

Lighting controls: \$8,783

Following are details on the manner the non-measured project benefits are derived.

FIM 1C Lighting Controls

The Customer agrees that the electric savings will be achieved through these measures as calculated and the savings are specifically associated with the reduction in electric usage. The savings are specifically associated with the reduction in lighting burn hours due to the lighting controls (occupancy sensors) installed as part of the lighting retrofits. The lighting wattages and run hours are as estimated by JCI as shown in Appendix 1 and will not be measured for the purposes of reporting the savings for lighting sensors.

The total non-measured energy savings of \$8,783 will be reported in the first year of the performance period and escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of four percent (4.0%) during the performance period.

The Lighting Sensor Savings is itemized per site in the following table.

Lighting Retrofit Sensor Savings

Site/Building Name	Annual Lighting Sensor Savings
Marysville High	\$4,272
Lindhurst High	\$3,123
Olivehurst Elem	\$868
Linda Elem	\$521
Total	\$8,783

The lighting system annual burn hours pre and post retrofit vary by space type, and are as specified in Section V Primary Operations Schedules Pre and Post Retrofit. Pre retrofit burn hours were developed from site observations and interviews, school bell schedules, school calendar and exterior lighting controls such as timeclocks or photocells. The percentage reduction in burn hours and the resulting post retrofit burn hours as a result of lighting controls (occupancy sensors) are estimated using sources, such as: Illuminating Engineering Society (VonNieda B,

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Maniccia D, & Tweed A. 2000 "An analysis of the energy and cost savings potential of occupancy sensors for commercial lighting systems". *Proceedings of the Illuminating Engineering Society Paper #43*), which estimates a range of 25% to 60% savings can be achieved with occupancy sensors.

FIM 1A Lighting Controls - Non-measured Energy Savings Calculation:

$$kWh \text{ Savings}_{\text{lighting controls}} = \sum_u [kW \text{ Post}_u \times (Pre\text{-Hours of Operation} - Post\text{-Hours of Operation})]_{t,u}$$

where:

- $kW \text{ Post}_u$ = kilowatt used during the post-installation time for usage group u (will be equal to pre wattage if no fixture change)
- $Pre\text{-Hours of Operation}$ = number of operating hours during the baseline time period t for the usage group u
- $Post\text{-Hours of Operation}$ = New run time due to lighting controls

See Appendix 1 for values used in the savings calculation

The foregoing assumptions were based on information provided by customer during development of the FIMs such as historical energy usage data, hours of operation and usage of the spaces involved.

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

Option A

Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

FIM 1A Interior Lighting Retrofits

FIM 1B Exterior Lighting Retrofits

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**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of four percent (4.0%).

BASELINE OPERATIONS INFORMATION FOR MARYSVILLE JOINT UNION SCHOOL DISTRICT	
MEASURE	BASELINE INFORMATION
Lighting Measures	Pacific Gas and Electric (PG&E) Electricity Bills January 2017 to December 2017

The above utility bills and the baseline conditions that led the electrical use comprised in those utility bills define the baseline conditions for which the energy and demand savings are generated from. A variety of conditions such as HVAC, lighting, weather, occupancy and miscellaneous equipment loads define those conditions. Furthermore the control and usage of that equipment during the baseline period further define the baseline utility bills. For purposes of calculations that are related to electrical loads, the load profile defined by the baseline utility bills are the basis for which electricity savings are generated. Changes in this profile will require a baseline adjustment to be made in order to accurately evaluate this project's savings.

Electric Baseline Rates based upon Utility Bill

The following table shows the effective electric rates utilized in calculating the measured savings from FIM 1A, 1B and 1C.

Site	\$/kWh
Olivehurst Elementary	\$ 0.176
Linda Elem	\$ 0.188
Marysville High	\$ 0.188
Lindhurst High	\$ 0.177

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

The schedules and operations information as shown in the Table below, based on review and discussion with JCI and the Customer, will be the basis of the pre retrofit baseline and post retrofit which will be used for the project to calculate savings.

Lighting burn hours are the same pre and post retrofit, except where occupancy sensors and/or daylight sensors are proposed, in which case the post retrofit burn hours are as shown on the "Proposed Controlled Burn Hours". The existing lighting burn hours were developed from site observations and interviews, school bell schedules, school calendar and exterior lighting controls such as timeclocks or photocells.

Lighting Baseline and Proposed Burn Hours Table

Site Type	Usage Group Code	Description	Existing Burn Hours Assigned
HS	E	Exterior	4380
HS	X	Exit Signs	8760
HS	VEND	Vending Machines	8760
HS	AU	Auditorium/Stage	1937
HS	BR	Break room	2400
HS	CL	Classroom	2500
HS	CR	Conference Room	1937
HS	CT	Court Room/Trial Areas	2998
HS	GA	Garage/Parking Decks	2998
HS	GYM	Gymnasium	4432
HS	HW	Hallway	3000
HS	KT	Kitchen	1937
HS	LAB	Laboratory	2998
HS	LO	Lobby/Entry Vestibule	3000
HS	LI	Library	2500
HS	LQ	Living Quarters/Bunk Rooms	1937
HS	LR	Locker Room	2400
HS	ME	Mechanical/Electrical Rooms	500
HS	MP	Multipurpose	1857
HS	OO	Open Office	2500
HS	OS	Office Support (copy room, coffee room, etc)	1750
HS	PO	Private Office	2400
HS	PR	Patient Room	500
HS	RR	Restroom	2400
HS	RT	Retail	1800
HS	ST	Storage	500
HS	WH	Warehouse	1937
HS	CF	Cafeteria	2500
HS	clas	Classroom already sensed	1750
HS	24x7	Night Light	8760
HS	cras	conf room already sensed	1356
HS	gyms	Gym already sensed	3102
HS	hwas	hallway already sensed	2100
HS	jt	janitors room	500
HS	itas	janitors room already sensed	350
HS	lias	library already sensed	1750
HS	lras	locker room already sensed	1680
HS	meas	mechanical room already sensed	350
HS	mpas	Multipurpose room already sensed	1300
HS	nl	Night Light	8760
HS	ooas	open office already sensed	1750
HS	osas	office support already sensed	1225
HS	poas	private office already sensed	1680
HS	rras	rest room already sensed	2400
HS	stas	storage already sensed	350
HS	sv	server room	500
HS	svas	server room already sensed	350
HS	ut	utility room	500

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Lighting Baseline and Proposed Burn Hours Table continued

Site Type	Usage Group Code	Description	Existing Burn Hours Assigned
ELEM	E	Exterior	4380
ELEM	X	Exit Signs	8760
ELEM	VEND	Vending Machines	8760
ELEM	AU	Auditorium/Stage	1937
ELEM	BR	Break room	2000
ELEM	CL	Classroom	2000
ELEM	CR	Conference Room	2000
ELEM	CT	Court Room/Trial Areas	2998
ELEM	GA	Garage/Parking Decks	2998
ELEM	GYM	Gymnasium	4432
ELEM	HW	Hallway	2000
ELEM	KT	Kitchen	2000
ELEM	LAB	Laboratory	2998
ELEM	LO	Lobby/Entry Vestibule	2059
ELEM	LI	Library	2000
ELEM	LQ	Living Quarters/Bunk Rooms	2998
ELEM	LR	Locker Room	1782
ELEM	ME	Mechanical/Electrical Rooms	500
ELEM	MP	Multipurpose	1857
ELEM	OO	Open Office	2200
ELEM	OS	Office Support (copy room, coffee room, etc)	2059
ELEM	PO	Private Office	2059
ELEM	PR	Patient Room	500
ELEM	RR	Restroom	990
ELEM	RT	Retail	1800
ELEM	ST	Storage	500
ELEM	WH	Warehouse	1937
ELEM	CF	Cafeteria	2500
ELEM	clas	Classroom already sensed	1400
ELEM	24x7	Night Light	8760
ELEM	cras	conf room already sensed	1400
ELEM	gyms	Gym already sensed	3102
ELEM	hwas	hallway already sensed	1400
ELEM	jt	janitors room	500
ELEM	jtas	janitors room already sensed	350
ELEM	lias	library already sensed	1400
ELEM	lras	locker room already sensed	1247
ELEM	meas	mechanical room already sensed	350
ELEM	mpas	Multipurpose room already sensed	1300
ELEM	nl	NightLight	8760
ELEM	oas	open office already sensed	1540
ELEM	osas	office support already sensed	1441
ELEM	poas	private office already sensed	1441
ELEM	rras	rest room already sensed	693
ELEM	stas	storage already sensed	350
ELEM	sv	server room	500
ELEM	svas	server room already sensed	350
ELEM	ut	utility room	500
INTER	247	24x7	8760
INTER	Utas	utility already sensed	500
INTER	Wts	workshop	1937
INTER	Rtas	Retail Already Sensed	1260
HS	Ktas	Kitchen Already Sensed	1356
HS	247	24x7	8760
HS	Wts	workshop	2998
HS	Ws247	workshop 24x7	8760

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

VI. MEASUREMENT & VERIFICATION ACTIVITIES

M&V Options By Facility Improvement Measure			
FIM #	FIM Description	Option	M&V Method
1A,1B	Lighting Retrofits Interior and Exterior	A	Installation Period: JCI will complete 80/20 M&V sampling Plan for one time Pre and Post kW and FC readings. Hours of operation are agreed upon. JCI Measurement & Verification Engineer will review as-builts and update installation report with as-built conditions, and develop and deliver an Installation Measurement & Verification Report. Year 1 Period: As-built lighting revisions made during the PIR will be applied to determine annual energy savings.
1C	Lighting Retrofits Sensors	Non-measured	Installation Period: Verify FIM by collecting Lighting Occupancy Sensors startup documents. Year 1 Period: Savings are agreed upon between customer and JCI. Agreed upon savings will be used as the verified savings each year for the entire length of contract.

Option A:

FIM 1A, 1B Lighting Retrofits

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore the measurement boundary is the lighting system itself.

The existing power draw will be measured on a sample of fixtures using a true RMS meter. Fixtures with similar lamps and ballasts, counts and types, will be grouped together with a lamp/ballast code. The sample will constitute no less than 75% of the impacted connected lighting load of which will constitute the sample population based on an 80/20 confidence/ precision with an assumed coefficient of variation (CV) of 0.5 pre and then 80/20 and 0.3 CV post. A wattage sample reading (w) measured wattages will be used when possible. In some situations, such as when a certain type of lighting fixture is not available, typical wattages as published by ANSI (American National Standards Institute) will be used. The pre-retrofit kW sample will be measured during installation.

The lighting system annual run hours by space type are agreed upon as shown the table above in Section V and in Appendix 1. The existing lighting burn hours were developed from site observations and interviews, school bell schedules, school calendar and exterior lighting controls such as timeclocks or photocells. The results of the lighting run hours, multiplied by the baseline lighting load (kW) result in the baseline usage. This usage was calibrated to the baseline utility bills to verify the baseline lighting usage. The lighting run hour values will not be measured. The agreed upon run hours table can be found in section V Baseline Conditions above. The post installation burn hours are reduced as specified in section V Baseline Conditions above as well.

The post installation fixture power draw will be measured one time post installation using a true RMS meter.

The as-built lighting quantity and fixture types will be compared to the proposed lighting quantity and fixture types listed in the savings calculation spreadsheets. Corrections will be made to the original building FIM spreadsheet calculations as appropriate. If such updates to the calculation spreadsheets are made they will be detailed and provided in the Post Installation Report with the revised energy savings.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Schedule 2

Once adjustments described above have been made, thereafter, the post-retrofit savings for this measure will be deemed to have been measured and verified and no further M&V activities will be performed for the remainder of the term.

The occupancy sensors will be verified in the post installation period by collecting Lighting Occupancy Sensors startup documents. Agreed upon savings will be used as the verified savings each year for the term length of the guarantee.

FIM 1A,1B Lighting Retrofit Savings Calculation: Energy (kWh)

$$\text{Annual kWh Savings}_{\text{Lighting}} = \sum_u [\text{Connected kW Savings}_u \times \text{Hours of Operation}]_{t,u}$$

where:

kW Savings_u = kilowatt savings realized during the post-installation time for usage group u

$\text{Hours of Operation}$ = number of operating hours during the time period t for the usage group u

$$\text{Annual kW Savings}_{\text{Lighting}} = \sum_u [\text{Connected kW pre} - \text{kW post}]$$

$$\text{Annual Dollar Savings}_{\text{FIM1A}} = \text{Annual kWh Savings}_{\text{FIM1A}} * \text{Effective kWh rate}_{\text{FIM1A}} + \text{Annual kW Savings}_{\text{FIM1A}} * \text{Effective kW rate}_{\text{FIM1A}}$$

Note: "Effective kW rate" may not be used if the Effective kWh rate, shown in Section IV above is used.

The energy savings will be applied using the appropriate utility rate, based on the MID or TID rate shown above in Section IV and escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of four percent (4.0%) during the performance period.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

VII. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.
2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
 - A. An executive overview of the project's performance and Project Benefits achieved to date;
 - B. A summary analysis of the Measured Project Benefits accounting; and
 - C. Depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. For specified Improvement Measures utilizing an "Option A, B or C" M&V protocols, JCI will:
 - A. Conduct pre and post installation measurements required under this Agreement;
 - B. Analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing for shut down upon reasonable notice and scheduling of affected locations during installation as needed to accomplish the Work and/or M&V Services;
3. Provide reviews and approvals of design submissions, proposed change orders, and other project documents within fourteen days of receipt;
4. Providing the following information, as required by the Division of the State Architect (DSA), with respect to the project and project site as soon as practicable following JCI's request:
 - a. Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - b. Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
 - c. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
 - d. A legal description of the project site;
 - e. As-built and record drawings of any existing structures at the project site; and
 - f. Environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
5. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1, above.
6. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1.
7. Properly repairing and performing appropriate preventative maintenance on all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications.
8. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt of JCI's request, if Customer is in possession of said utility bills, reports, and similar information.
9. Providing all records relating to energy and related maintenance of the premises and relevant equipment requested by JCI.
10. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
11. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
12. If any equipment under control is changed out it is the customer's responsibility to move the controls and control programming to the new equipment.
13. The Customer is responsible for Project Inspector and any testing and special inspection fees required by the AHJ.
14. Customer is responsible for closure of previous outstanding DSA permit applications not currently under construction, in a timely manner, so as not to cause a delay in JCI acquiring permits if required.
15. Providing area during construction for equipment and material laydown, or to locate a disposal dumpster at each site.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Schedule 3

16. Providing assistance to JCI in obtaining any rebates which are applicable to the project.
17. Any part of the budgeted value called "customer controlled contingency" identified in Schedule 4 that the district chooses to assign to JCI for specific scope must be assigned by October 1, 2018, or will result in a change to the overall contract time and cost of general conditions.
18. The "Customer controlled contingency" may be assigned by the customer via the change order process described herein to any scope that meets the intent of 4217.10 et seq. of the California Government code.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Compensation. The Total Price for the Work is made up of two separate items, (1) The Price for The Work and (2) Customer Controlled Contingency. The two (2) components of The Total Price are as follows:

1. Price for the Work:	\$ 1,521,398
2. <u>Customer Controlled Contingency</u> :	\$ 50,939
Total Price for the Work:	\$ 1,572,337

JCI's compensation for the Work and Customer Controlled Contingency shall be based upon a cost plus basis, not to exceed the Total Price for the Work set forth above, subject to amendment by Change Order. The Price for the Work will include JCI's overhead and profit, as a percentage of all actual Project Related Costs, pursuant to Schedule 4A. The overhead and profit mark-up shall be fifteen percent (15%) mark-up for overhead plus an additional ten percent (10%) mark up for profit. To the extent, the actual Price for the Work are less than the Total Price for the Work, such amount will be credited back to the Customer at the conclusion of the Project and prior to close out.

2. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

A payment of ten (10%) percent for Project Development costs and Mobilization will be due upon the Customer issuing a Notice to Proceed.

Monthly progress payment based upon percent of work completed as defined by the Project schedule of values for work. Included in the work completed calculation, will be all costs for stored materials. JCI may provide invoices for the remaining payments on a monthly basis, and shall be based upon the percentage of work completed to date. Such invoices will be paid once the work is inspected to ensure the work is in compliance with and in furtherance of the Agreement, including the guarantees provided herein. Such inspection, approval and payment by the Customer with respect to each invoice shall be done within thirty (30) days of Customer's receipt of such invoice. In the event that Customer raises an issue regarding the compliance of the Work, Customer shall pay all amounts that are not in dispute within such thirty (30) day period. The payments will continue up to ninety five percent (95%) percent of the total price. The final five (5%) percent shall be billed once the Final Notice of Completion is approved by the Customer.

4. Owner Controlled Contingency.

The Owner Controlled Contingency shall remain under the control of the Customer; and may authorize Johnson Controls to provide additional services through the change order process described in Section 15 of the Agreement.

5. Planned Services Agreement for Post Construction Measurement & Verification Services. The total price for JCI's M&V Services, as detailed in Schedule 2 of this Agreement, is **\$18,554**. This amount will be paid to JCI in annual installments as shown in Table 4-1, in Exhibit 4. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term. If the Customer elects to cancel M&V Services, the Customer must do so in writing within 30 days of the renewal date, otherwise full service will continue for the remainder of the year and the Customer will be responsible for payment of the full year.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Schedule 4A Schedule of Values

Project Related Costs: The "Project Related Costs" shall include, but not limited to, the following: (a) all of JCI's internal labor costs for engineering, project management, supervision, estimating, contract administration, measurement & verification, commissioning and training. All of JCI's internal Labor costs shall be billed at the Charge Rate Schedule in Schedule 4B. These costs; and (b) all costs arising from subcontracts, consulting agreements, direct purchases, bonds/insurance, rental equipment, duplication, communication, trash disposal, temporary facilities and related expenses, temporary utilities, safety equipment and travel expenses.

The Schedule of Values (SOV) will be submitted to the Customer and attached herein, within ten (10) business days of JCI receiving the Notice to Proceed. It is understood that JCI may move costs from one site to another site and from category to another category, so long as JCI achieves the Total Price for the Work.

JCI Business Unit(s): Other JCI Business Unit(s) may submit turnkey proposal's for labor, materials and equipment necessary to complete various FIM's for this project. If the Customer deems their proposal(s) to be the best value, the Other JCI Business Unit(s) may be retained as a subcontractor or supplier. For the purpose of the Price calculation, the Other JCI Business Unit(s) subcontracted price will be included in the Total Project Cost like any and all other Project Related Costs and will be subject to the established overhead and profit calculation in the Price. In the event JCI's other Business Unit(s) participate in the Project, their proposal will be reviewed with the Customer to demonstrate competitive value for the agreed upon scope of work.

Cooperative Purchasing Programs: Cooperative purchasing programs (such as the California Multiple Award Schedule (CMAS) and National Joint Powers Alliance (NJPA) among others) may be utilized with Customer's approval, without going through any competitive bidding process. The cost of anything purchased in this manner will be subject to the previously mentioned markups, like all other project costs.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Schedule 4B
2018 Charge Rate Schedule

JCI's internal labor for all Project Related Costs, shall be charged pursuant to the following Rate Schedule.

Item Number	Labor Type	Rate Per/Hour
1	Engineering - Manager	\$ 195.00
2	Engineering - Solar & Commissioning	\$ 185.00
3	Engineering - Project Development	\$ 175.00
4	Engineering - Water	\$ 175.00
5	Engineering - HVAC Commissioning	\$ 175.00
6	Engineering - Measurement & Verification	\$ 165.00
7	Engineering - Lighting	\$ 160.00
8	Operations - Manager	\$ 188.00
9	Operations - Construction Manager	\$ 166.00
10	Operations - Site Superintendent	\$ 156.00
11	Operations - Contracts Administration	\$ 105.00
12	Estimating	\$ 165.00
13	Training	\$ 145.00
14	Safety Manager	\$ 130.00

Table 4B-1

The aforementioned Charge Rates do not apply to other JCI Business Units.

Charge Rates are effective through each calendar year and shall be increased by the rate of three (3%) on January 1, of each new calendar year.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

NOTICE TO PROCEED

Johnson Controls, Inc.
103 Woodmere Rd. Suite 110
Folsom, CA 95630
ATTN: Mark Martinez

Re: Notice to Proceed for: Marysville Joint Unified School District Energy Services Project

Dear Mr. Martinez:

This Notice to Proceed is being issued by Marysville Joint Unified School District ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under the Agreement.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than thirty (30) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

This Notice to proceed authorizes the Work described by Schedule 1 of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: _____

Mark Martinez

Regional General Manager

Date: _____

CHANGE ORDER

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No. _____	Date (mo/day/yr) _____
Customer: Marysville Joint Unified School District		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order	\$ _____	
Total Performance Contract amount as revised by this Change Order	\$ _____	
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged.		(mo, day, yr)
The new completion date resulting from this Change Order is:		
[check if applicable] Assured Performance Guarantee changed as follows:		
<p>JCI approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which JCI knows are false are at the sole risk of JCI and may be a violation of the False Claims Act set forth under Government Code section 12650, <i>et seq.</i></p> <p>This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.</p> <p>It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and JCI waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of JCI's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.</p> <p>Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.</p>		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature:	Signature:	
Printed Name: Mark Martinez	Printed Name:	
Title: Regional General Manager	Title:	

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
 103 Woodmere Rd. Suite 110
 Folsom, CA 95630
 ATTN: Bradley Harlow

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("Customer")
 1919 B St.
 Marysville, CA 95901

PROJECT: Marysville Joint Unified School District Performance Contract dated _____, 2018
 between JCI and Customer

PROJECT SITE: (name of site)

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete at the project site listed above.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
 - ☐ punch list attached
 - ☐ punch list complete
- d. Upon completion of the punch list items for all sites, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated: _____, 20____

CUSTOMER:

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Mark Martinez

Title: _____

Title: Regional General Manager

Signature: _____

Name: Sandra Spencer

Title: Project Assurance Manager

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
103 Woodmere Rd. Suite 110
Folsom, CA 95630

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("Customer")
1919 B St.
Marysville, CA 95901

PROJECT: Marysville Joint Unified School District; Performance Contract dated _____, 2018
between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and will release any undisputed retention within sixty (60) days.

Dated: _____, 20____

CUSTOMER:

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Mark Martinez

Title: _____

Title: Regional General Manager

Signature: _____

Name: Sandra Spencer

Title: Project Assurance Manager

M&V SERVICES AGREEMENT

Marysville Joint Unified School District ("Customer")
 1919 B St.
 Marysville, CA 95901
 Proposal Date: June 14, 2018

Scope of Services

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Services, as defined in Scope of Work (below), will be provided by JCI at the Customer's facility. Terms and Conditions of this Agreement are as set forth in the Performance Contract and incorporated by this reference and cover the rights and obligations of both the Customer and JCI. This Service Agreement and the Price and Payment Terms are set forth fully herein (collectively the "Agreement"),

Term

This Agreement takes effect on the day the Certificate of Final Completion for the Performance Contract is approved by the Customer and JCI, and will continue for twelve (12) consecutive months ("Original Term").

Price and Payment Terms

The total Contract Price for JCI's Services during the Original Term is **\$18,554**. This amount will be paid to JCI in two installments of (see following table). These payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. If the Customer elects to cancel M&V Services, the Customer must do so in writing within 30 days of the renewal date, otherwise full service will continue for the remainder of the year and the Customer will be responsible for payment of the full year.

Year	Measurement and Verification Services	Total
1	\$18,554	\$18,554
Total	\$18,554	\$18,554

* Year 1 includes Prop 39 Step 8 Reporting

Scope of Work

Measurement & Verification Services

The M&V scope of work is described in detail in Schedule 2 of the Performance Contract agreement under the heading "Detailed Description of M&V Activities and Deliverables". Please refer to that section for the specific work to be completed under this service agreement.

Prop 39 Step 8 Energy Project Tracking and Reporting Service

For Year 1, JCI will provide the Prop 39 Energy Project Tracking and Reporting Services (also known as Step 8) as set forth by the California Energy Commission (CEC) published Guidelines in accordance with the following:

- JCI will utilize the report template which is available on the CEC website.

Attachment 4

- Two reports are included (1 for each of the 2 Local Education Agencies (LEAs) associated with the Marysville Joint Unified School District).
- JCI will furnish the energy savings calculations which were prepared for the Prop 39 Energy Expenditure Plan and are updated to reflect "as-built" conditions of each Prop 39 measure.
- JCI will coordinate with the Customer during the preparation of the reporting and if applicable inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

JOHNSON CONTROLS, INC.

Signature: _____

Mark Martinez

Regional General Manager

Date: _____

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

End of Document

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AUTHORIZING THE PARTICIPATION IN THE RURAL SCHOOL BUS PILOT PROJECT

Resolution 2018-19/04

WHEREAS, on July 17, 2018, the Board of Trustees of the Marysville Joint Unified School District met in regular session; and

WHEREAS, California Climate Investments are funded by the State proceeds from Cap-and-Trade auctions. These funds provide an opportunity to the State to invest in projects that help achieve our climate goals and provide benefits to disadvantaged communities; and

WHEREAS, the California Air Resource Board (CARB) created the Rural School Bus Pilot Project (RSBPP), and has allocated funding from the California Climate Investments; and

WHEREAS, the North Coast Unified Air Quality Management District (NCUAQMD) has been selected to administer the RSBPP on behalf of CARB; and

WHEREAS, the NCUAQMD requires the submissions of information, on standardized forms (application forms), to determine eligibility and to rank proposed projects; and

WHEREAS, if selected to receive funding, in order to participate in the RSBPP, the grantee is required to enter into an agreement with the NCUAQMD wherein the fulfillment of terms and conditions is required in order to receive the funding.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District authorizes the submission of the application for the RSBPP grants; and

BE IT FURTHER RESLOVED that Scott Lane, Executive Director of Maintenance, Operations and Transportation is authorized to implement and administer the grant program.

PASSED AND ADOPTED THIS 17TH DAY OF JULY 2018.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary – Board of Trustees

Randy Rasmussen
President – Board of Trustees

**ADDENDUM TO
EMPLOYMENT CONTRACT
between
DR. GAY TODD
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN DR. GAY TODD AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 17th day of July 2018, ("Effective Date"), by and between Dr. Gay Todd ("Superintendent"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

If accepted, Article II, Compensation, will be modified as shown:

B. Annual Adjustment to Salary

The SUPERINTENDENT'S annual compensation will be adjusted by three point zero percent (3%) effective 7/1/2017, with a one-time payment of two point zero (2.0%) retroactive to 7/1/2017 for total compensation package of five point zero (5.0%) retroactive to 7/1/2017, which is the same percentage increase offered to other certificated managers in the DISTRICT.

**GOVERNING BOARD OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Gay Todd, Superintendent

Date

**ADDENDUM TO
EMPLOYMENT CONTRACT
between
RAMIRO G. CARREÓN
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN MR. RAMIRO CARREÓN AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 17th day of July 2018, ("Effective Date"), by and between Mr. Ramiro Carreón ("Assistant Superintendent of Personnel Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

If accepted, Article II, Compensation, will be modified as shown:

B. Annual Adjustment to Salary

The ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES' annual compensation will be adjusted by three point zero percent (3%) effective 7/1/2017 with a one-time payment of two point zero percent (2.0%) retroactive to 7/1/2017 for a total compensation package of five point zero percent (5.0%) retroactive to 7/1/2017, which is the same percentage increase offered to other certificated managers in the DISTRICT.

**GOVERNING BOARD OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Ramiro G. Carreón
Assistant Superintendent/Personnel Services

Date

**ADDENDUM TO
EMPLOYMENT CONTRACT
between
MICHAEL R. HODSON
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN MR. MICHAEL R. HODSON AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 17th day of July 2018, ("Effective Date"), by and between Mr. Michael Hodson ("Assistant Superintendent of Business Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

If accepted, Article II, Compensation, will be modified as shown:

B. Annual Adjustment to Salary

The ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES' annual compensation will be adjusted by three point zero percent (3%) effective 7/1/2017 with a one-time payment of two point zero percent (2.0%) retroactive to 7/1/2017 for a total compensation package of five point zero percent (5.0%) retroactive to 7/1/2017, which is the same percentage increase offered to other classified managers in the DISTRICT.

**GOVERNING BOARD OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Michael R. Hodson
Assistant Superintendent/Business Services

Date

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 2018-19/05**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT
UNIFIED SCHOOL DISTRICT
ORDERING A SCHOOL BOND ELECTION,
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER AND
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS
OCCURRING ON NOVEMBER 6, 2018**

WHEREAS, the Marysville Joint Unified School District (the "District") is a school district serving preschool through 12th grade duly organized under the laws of the State of California;

WHEREAS, the Board of Trustees of the District (the "Board") is authorized, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question of whether bonds of the District (the "Bonds") shall be issued and sold for specified purposes, under Article XIII A Section 1 paragraph (b) of the California Constitution ("Article XIII A") and under the Strict Accountability in Local School Construction Bonds Act of 2000 at Education Code Section 15264 et seq. (the "Strict Accountability Act");

WHEREAS, under the Strict Accountability Act, the election may be ordered at a primary or general election, a regularly scheduled local election, or a statewide special election;

WHEREAS, under Section 10403 et seq. of the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 6, 2018, and to request the Yuba County and Butte County Registrars of Voters (the "County Registrars") to perform certain election services for the District; and

WHEREAS, the Board deems it necessary and advisable to call an election to submit to the electors of the District the question whether bonds of the District shall be issued and sold for the purpose of raising money for the acquisition and improvement of real property and the furnishing and equipping of school facilities of the District.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Marysville Joint Unified School District, Yuba and Butte Counties, California, as follows:

Section 1. Election Order. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the principal amount of \$74,000,000 for the purposes described in the ballot measure approved under Section 3 and attached hereto as Exhibit A and Exhibit B, and paying costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 2. Authority for the Election; Election Date. Pursuant to Education Code Sections 5304 and 5322, the Strict Accountability Act, and Article XVI, Section 18(b) of the

California Constitution, an election shall be held solely within the boundaries of the District on November 6, 2018.

Section 3. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a measure, a full copy of which is attached hereto as Exhibit A and marked "Exhibit A– Full Text of Measure" (the "Full Text of the Measure"), containing the question of whether the District shall issue the bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Strict Accountability Act. The Full Text of the Measure, which includes all of the text thereafter on Exhibit A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure. As required by Elections Code Section 13247 and Education Code Section 5322, the abbreviated form of the measure to appear on the ballot is attached hereto as Exhibit B and marked "Exhibit B – Ballot Measure – Abbreviated Form" (the "Abbreviated Ballot Measure"). The Superintendent and the Assistant Superintendent of Business Services, or their designee, are hereby authorized and directed to make any changes to the text of the measure (Full Text of the Measure and/or Abbreviated Ballot Measure) as required to conform to any requirements of Article XIII A, the Strict Accountability Act, the Elections Code, the County Registrars, the respective Offices of the Yuba County or Butte County Counsel, or the District's bond counsel.

Section 4. Use of Bond Proceeds, Facilities Specifications and Audit Requirements.

a. Proceeds from the sale of the bonds may be used only for the purposes specified in Article XIII A, section 1(b)(3) of the California Constitution.

b. The projects that may be funded from the proceeds from the sale of the bonds (the "Projects"), as listed in Exhibit A, were derived from the District's facility planning documents, along with comments from the Board and the community, including teachers, staff, students, and residents. As required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size reduction, and information technology needs in developing the list of Projects set forth in Exhibit A.

c. The Board shall conduct an annual, independent performance audit to ensure that the bond funds have been expended only on the specific Projects listed in Exhibit A.

d. The Board shall conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of the proceeds have been expended for the Projects listed in Exhibit A.

Section 5. Government Code Accountability Requirements. Pursuant to Government Code sections 53410 and 53411, the District hereby finds or directs that:

a. The purpose of the Bonds is to fund the Projects as set forth in the Full Text of the Measure;

b. The bond proceeds shall only be used on the Projects authorized in the Full Text of the Measure;

c. All proceeds of the Bonds shall be placed in a separate account; and

d. The Assistant Superintendent, Business Services of the District shall issue an annual report to the Board containing the amount of funds collected and expended as well as the status of the Projects authorized in the Full Text of the Measure.

Section 6. Citizens' Oversight Committee. It is the intent of the Board that a citizens' oversight committee be appointed to ensure that the proceeds of the Bonds are spent only for the specific purposes and Projects identified in Exhibit A. The membership requirements and procedures for such committee shall be established by the Board in accordance with the requirements of law.

Section 7. Vote Required. Pursuant to Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective only upon affirmative vote of fifty-five percent (55%) of those voters voting on the measure.

Section 8. Delivery of this Resolution; County Registrar of Voters to Call and Conduct Election. The Superintendent, or her designee, is hereby directed to send a copy of this Resolution, along with the Tax Rate Statement described in Section 10 below and attached hereto as Exhibit C, to (1) the County Registrars, (2) the Superintendents of Schools of Yuba County and Butte County, and (3) the Clerks of the Boards of Supervisors of Yuba County and Butte County. Pursuant to Education Code Section 5322, the Resolution shall be received by the County Registrars no later than 88 days prior to the election date (being August 10, 2018), unless otherwise permitted by law.

Pursuant to Section 5303 of the Education Code, the County Registrars are hereby requested to take all steps to prepare for and hold the election within the boundaries of the District in accordance with law and these specifications.

Section 9. Consolidation with Other Elections. Pursuant to Sections 5342, 15121, and 15266 of the Education Code and Part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the County Registrars and the Boards of Supervisors of Yuba County and Butte County (the "Board of Supervisors") are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2018 within the District. Pursuant to Section 10403 of the Elections Code, the Board hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the Elections Code.

Section 10. Services of County Registrars of Voters. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Boards of Supervisors are requested to permit the County Registrars to render all services incident to the preparation for and holding of the election, for which services the District agrees to reimburse Yuba County and Butte County (the "Counties") in full from District funds upon presentation of a bill from the Counties, such services to include the publication of a formal notice of school bond election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) (the "Tax Rate Statement") pursuant to the terms of Section 5363 of the Education Code and the Elections Code. The Board hereby requests the County Registrars to publish the Full Text of the

Measure, the Abbreviated Ballot Measure, and the Tax Rate Statement, attached hereto as Exhibits A, B and C, in the ballot materials. The Board hereby acknowledges and understands that the Yuba County Registrar of Voters shall bear primary responsibility for conducting the election, and will coordinate, as necessary, with the Butte County Registrar of Voters to conduct such election.

Section 11. Canvass of Returns. The Boards of Supervisors are authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

Section 12. Ballot Arguments; Tax Rate Statement. Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Board hereby approves the form of the Tax Rate Statement attached hereto as Exhibit C. The President of the Board, the Superintendent, the Assistant Superintendent, Business Services, or any designee of the foregoing, are hereby authorized to execute the attached Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.

Section 13. State Matching Funds. Certain of the Projects may require state matching funds for completion. Approval of the District's bond measure does not guarantee that the proposed Projects will be funded beyond the local revenues generated by this bond measure. The District's proposal for the Projects may assume receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure.

Section 14. Encumbrance of Bond Funds. For the purpose of making bond funds unavailable as rent within the meaning of Education Code section 17032, the Board hereby encumbers all funds to be generated by the sale of the Bonds in order to pay for the acquisition and construction of the Projects authorized by the ballot measure.

Section 15. Official Intent to Reimburse Expenditures. The District intends to undertake the acquisition, construction, renovation, furnishing, and equipping of the Projects as described in the Full Text of the Measure. The District intends to use the proceeds of its Bonds described in this Resolution to finance the Projects. The District may pay certain capital expenditures (the "Reimbursement Expenditures") in connection with the Projects prior to the issuance of the Bonds. The District reasonably expects that Bonds in the amount not to exceed \$74,000,000 will be issued by it for the purpose of financing the Projects on a long-term basis and that certain of the proceeds of such debt obligations may be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District's official intent to use a portion of the proceeds of the Bonds to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2.

Section 16. General Authorization with Respect to the Bond Measure. The Superintendent and the Assistant Superintendent, Business Services, or any designee of the foregoing, are hereby authorized and directed to undertake any and all actions and to modify, execute, deliver any and all documents, and to perform or take any and all actions, deemed necessary to meet all requirements of applicable law, including any legislative changes, and to

effectuate the purposes of this Resolution and its accompanying documents. Such actions on the part of the Superintendent, the Assistant Superintendent, Business Services, or any designee of the foregoing may include, but are not limited to, making any changes to this Resolution, the Full Text of the Measure, the Abbreviated Ballot Measure or the Tax Rate Statement (hereinafter the "Ballot Documents"). In the event of any such modifications to the Ballot Documents, the Superintendent, the Assistant Superintendent, Business Services, or any designee of the foregoing are hereby further authorized to supplement or replace the original versions of such documents with the versions modified pursuant hereto. Such modified versions shall thereafter be deemed to constitute the final, complete and approved version of the Ballot Documents, for all intents and purposes, including for delivery of the Ballot Documents to the County Registrar and other parties set forth in Section 8 above and for publication in the ballot materials set forth in Section 10 above. All actions heretofore taken by the Superintendent, the Assistant Superintendent, Business Services or any designee of the foregoing that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 17. Effective Date. This Resolution shall take effect immediately upon its adoption.

[remainder of page left blank]

PASSED AND ADOPTED by the following vote of the members of the Board of Trustees of the Marysville Joint Unified School District, of Yuba and Butte Counties, State of California, this 17th day of July, 2018:

AYES	_____
NOES	_____
ABSENT	_____
ABSTAIN	_____

**BOARD OF TRUSTEES OF
THE MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT**

Randy L. Rasmussen
President of the Board of Trustees

ATTEST:

Gay Todd, Ed.D.
Secretary of the Board of Trustees

EXHIBIT A

FULL TEXT OF MEASURE

Upon the passage of Measure _____, as set forth above, the Marysville Joint Unified School District (the "District") shall be authorized to issue bonds in the aggregate amount of \$74,000,000 (the "Bonds"), bearing interest at rates not exceeding the statutory limit, for the purpose of funding the school facilities projects listed below under the heading "School Facilities Projects that May Be Funded with Proceeds of Bonds" (the "Bond Projects") at the District's schools. The Bond Projects were derived from the District's Facilities Master Plan along with comments from the Board of Trustees (the "Board") and the community, including teachers, staff, students, and residents.

Proposition 39 Bond Accountability Measures

At its July 17, 2018 meeting, the Board of Trustees (the "Board") certified that it evaluated safety, class size reduction, and information technology needs in developing the list of the Bond Projects set forth below. The proceeds of the Bonds shall be used only for the Bond Projects identified in the list below, and not for any other purpose (i.e., teacher and administrative salaries and other school operating expenses).

The Board shall give consideration to the life expectancy of any Bond Project to ensure the Project's useful life is consistent with the term of the Bonds, to the extent feasible.

The proceeds of the Bonds will be held in a separate account. The Board is bound to conduct financial and performance audits annually to account for the Bond funds and to assure that funds have only been expended on the specific projects authorized.

The Board will appoint a citizens' oversight committee (the "Citizens' Oversight Committee") having a minimum of seven members and including at least one member active in a business organization representing the business community located within the District, one member active in a senior citizens' organization, one member active in a bona fide taxpayers' organization, one member who is the parent or guardian of a child enrolled in the District, and one member who is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization.

School Facilities Projects that May Be Funded with Proceeds of Bonds

The Bond Projects for the Authorized Schools, as described more specifically in the District's Facilities Master Plan, and incorporated herein by this reference, consist of the following:

School Safety and Security:

- Improve campus, site and support facilities safety and security by installing and upgrading security cameras and systems, exterior lighting, fencing systems, gates, locks and other safety equipment and measures

Modernization:

- Upgrade, repair and replace flooring, leaky roofs, dry-rot, windows, parking lots, aging classrooms, portables, bathrooms and other school and support facilities
- Replace outdated and aging portable classrooms with new classrooms
- Upgrade, replace and modernize food service facilities, multipurpose rooms, and performing arts facilities
- Upgrade, replace, modernize and construct athletic facilities
- Patch and paint inside and outside of classrooms and support facilities

Updates to Existing School-Wide Building Systems:

- Upgrade and replace outdated heating, ventilation, and air-conditioning (HVAC) systems
- Repair and upgrade the District's electrical lighting systems, including replacing outdated lighting with LED lighting and other energy efficient systems and equipment
- Upgrade and replace plumbing systems, including installing low-flow faucets and toilets, and other modern fixtures that can save water, and installing running water in classrooms
- Upgrade, repair and replace communication systems

Improvements to Learning Environments:

- Modernize classrooms, science labs and educational technology for student instruction
- Construct, reconstruct, replace, and reconfigure classrooms and school facilities and libraries, to provide learning flexibility and to support high-quality instruction, including renovating facilities for improved Career Technical Education
- Acquire and equip classrooms with furniture and equipment to improve learning environments, including improving student access to modern technologies
- Upgrade, redesign, replace, and repair outdoor learning environments at District schools, including but not limited to the installation of shade structures, grass, and playground equipment

Each of the Bond Projects described in the list above include all costs incidental but directly related to the specific projects described above. Such costs include, but are not limited to, demolition of existing structures, rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction, interim classrooms and facilities for students, administrators, and school functions but only to the extent such facilities are deemed necessary by the Board as a result of unforeseen conditions, addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act, access requirements of the Americans with Disabilities Act, costs of the election, bond issuance costs and project administration during the duration of such projects, including administration by District personnel.

For any of the Bond Projects described above with respect to construction at an existing District site, the District is authorized to identify an alternate site and/or acquire land for such purpose and construct the approved project at such site if the District has determined that the existing site does not satisfy the requirements of the Division of State Architect or other State laws, codes and regulations applicable to public school sites.

The order in which the Bond Projects are listed above does not suggest an order of priority. Project priorities will be determined by the District Board. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

The cost of all the Bond Projects set forth in the list above may exceed the amount of bonds authorized by Measure _____. Approval of the District's Measure _____ does not guarantee that the proposed school facilities projects in the District that are the subject of bonds under Measure _____ will be funded beyond the local revenues generated by Measure _____. The District's proposal for the school facilities projects may assume receipt of matching state funds, which could be subject to appropriation by the Legislature or approval of a statewide bond measure. The allocation of bond proceeds may also be affected by the final costs of each project.

The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed.

EXHIBIT B
BALLOT MEASURE
ABBREVIATED FORM*

To repair/improve aging local schools with funding that cannot be taken by the State, replace leaking roofs, outdated heating, air conditioning, electrical/plumbing; remove asbestos/dry rot; upgrade outdated classrooms, science labs/technology; improve safety/security systems; acquire, construct, equip facilities, shall Marysville Joint Unified School District measure be adopted to issue \$74,000,000 in bonds at legal rates, levy on average 5.634¢/\$100 assessed value (\$4,187,470 annually) while bonds are outstanding, requiring audits/oversight, no money for administrators?

Bonds—Yes

Bonds—No

**As required pursuant to Education Code Section 5322 and Elections Code Section 13247.*

[75 words]

EXHIBIT C

TAX RATE STATEMENT MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

An election will be held in the Marysville Joint Unified School District (the "District") on November 6, 2018, to authorize the sale of up to \$74,000,000 in bonds (the "Bonds") of the District to continue improving the quality of education in local elementary, middle, and high schools of the District. Specifically, Bond proceeds shall be utilized for the purposes of acquisition, construction, renovation, furnishing, and equipping of school facilities, support facilities, and equipment.

If the Bonds are authorized and sold, debt service thereon will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. It is anticipated that the District will sell the Bonds in separate series.

1. The best estimate of the average tax rate that would be required to be levied to fund this Bond issue during the life of the Bonds, based on estimated assessed valuations available at the time of filing of this statement, is 5.634¢ per \$100 (\$56.34 per \$100,000) of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2054-2055.

2. The best estimate of the highest tax rate that would be required to be levied to fund the Bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 6¢ per \$100 (\$60.00 per \$100,000) of assessed valuation which would first occur in fiscal year 2022-2023.

3. The best estimate of total debt service, including principal and interest, that would be required to be repaid if all the Bonds are issued and sold is \$150,748,926. This estimate results in a debt service to principal ratio of 2.04:1, which is significantly less than the maximum ratio of 4.00:1 allowed by State law. This estimate is based on the assumption that interest rates will increase over time, and the Bonds will have a maximum term of 30 years per series.

Voters should note that the estimated tax rates are based on the ASSESSED VALUE of taxable property on the County's official tax rolls, not on the property's market value. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of Bond sales, the amount of Bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the Bonds.

The dates of sale and the amount of Bonds sold at any given time will be determined by the District based on the need for construction funds and other factors, including the legal limitations on bonds approved by a 55% vote. The actual interest rates at which the Bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: _____, 2018

Gay Todd, Ed.D.
Superintendent
Marysville Joint Unified School District

CERTIFICATION

I, Gay Todd, Secretary of the Board of Trustees of the Marysville Joint Unified School District, Yuba and Butte Counties, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly approved and adopted by the Board of Education of the District at a meeting held on July 17, 2018, of which meeting all the members of the Board of Trustees had due notice and at which a majority thereof were present, and that at the meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda for the meeting was provided in advance of the meeting, as required by law, to all members of the Board of Trustees and to all media outlets that have requested notification. Further the agenda was posted in advance of the meeting, as required by law, at the District at 1919 B Street, Marysville, California, 95901, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda.

I have carefully compared the foregoing resolution with the original minutes of the meeting on file and of record in my office, and the foregoing is a full, true, and correct copy of the original resolution adopted at the meeting and entered in the minutes.

Dated: July 17, 2018

Gay Todd, Ed.D.
Secretary of the Board of Trustees
Marysville Joint Unified School District

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/06

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AUTHORIZING THE PREPAYMENT OF CERTIFICATES OF PARTICIPATION
ALONG WITH OTHER RELATED MATTERS**

WHEREAS, the Marysville Joint Unified School District (the "District"), a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California, is authorized under provisions of the Constitution and the Education Code of the State of California to lease and lease back real property in order to finance capital improvements as the District may determine is necessary and proper;

WHEREAS, the Board of Trustees (the "Board") of the District has heretofore duly authorized and issued its 2006 Certificates of Participation (the "Certificates") to pay for costs associated with the acquisition and construction of school facilities within the District;

WHEREAS, the Board has determined that it is necessary and desirable to prepay the outstanding Certificates according to the terms and conditions of the underlying documents previously approved by the Board in connection with the Certificates; and

WHEREAS, the Board hereby intends to direct the prepayment of the Certificates and to authorize all actions necessary to complete such prepayment in the manner described in the documents referred to above and consistent with the terms and conditions of this Resolution.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Marysville Joint Unified School District as follows:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Prepayment Authorized. The Board hereby authorizes the prepayment of the Certificates, all in accordance with the terms and conditions of this Resolution and the underlying documents authorizing the Certificates, including Section 2.5(E) and Article 4 of the Trust Agreement (the "Trust Agreement") dated August 1, 2006 by and among the District, The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), and Marysville Joint Unified School District Financing Corporation (the "Corporation").

Section 3. Source of Redemption Funds. In accordance with Section 2.5(E) of the Trust Agreement, the District may prepay the outstanding Certificates from any legally available source of funds.

Section 4. Authorization of Officers to Execute and Deliver Documents and Take Action. The Board hereby authorizes the President, the Secretary, and the Clerk of the Board, along with the Superintendent and the Assistant Superintendent of Business Services of the

District, and their designees (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the District, to approve, execute, and deliver any and all documents, including a termination agreement and/or an escrow agreement, and to take any and all action, necessary or advisable to complete the prepayment of the outstanding Certificates. All documents previously executed, or actions previously taken by the President, the Secretary, and the Clerk of the Board and the Superintendent and the Assistant Superintendent, and the Designated Officers that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects.

Section 5. Delivery of Notices to Trustee. The Board hereby authorizes the Superintendent, the Assistant Superintendent, or the Designated Officers, for and in the name of and on behalf of the District, to deliver such notice of prepayment and/or notice of defeasance as may be required to undertake and complete the prepayment of the outstanding Certificates.

Section 6. Designated Officer Signatures. Whenever in this Resolution it shall be provided that a document be executed or attested by the Superintendent or the Assistant Superintendent, and if, at the time for execution or attestation of such document, such officer is not available for signature, it shall be sufficient for the purposes of this Resolution if a Designated Officer shall execute such document in the place of the Superintendent or in place of the Assistant Superintendent.

Section 7. Identification of Special Counsel. The law firm of Parker & Covert LLP is hereby retained as special counsel to the Board with respect to the prepayment of the Certificates.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District this 17th day of July 2018, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

By: _____

Randy L. Rasmussen
President, Board of Trustees

ATTEST:

By: _____

Gay Todd, Ed.D
Secretary, Board of Trustees

CERTIFICATION

I, Gay Todd, Secretary of the Board of Trustees (the "Board") of the Marysville Joint Unified School District (the "District"), do hereby certify that the foregoing is a full, true and correct copy of a Resolution duly approved and adopted by the Board at a regular meeting thereof held on July 17, 2018, of which meeting all the members of the Board had due notice and at which a majority thereof was present. At the meeting the Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

The agenda for the meeting was posted at least seventy-two (72) hours before the meeting at the offices of the District at 1919 B Street, Marysville, California, a location freely accessible to members of the public, and a brief description of the Resolution appeared on the agenda.

I have carefully compared the foregoing copy of the Resolution with the original minutes of the meeting on file and of record in the District office and the foregoing is a full, true and correct copy of the original Resolution adopted at the meeting and entered in the minutes.

Dated: _____, 2018

Gay Todd, Ed.D.
Secretary, Board of Trustees