OLD
(Currently Board Approved With Revielone Indicated – Strikethrough/Bold)

Marysville Joint USD
Board Policy
High School Graduation Requirements

BP 6146.1
Instruction

The Board of Education desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and/or employment.

(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a diploma of graduation from high school, students shall be of sound character and good citizenship and complete a minimum of 220 semester units of credit in the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. English 40 semester credits

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Science 30 semester credits
(Including biological science and physical science)

(cf. 6142.93 - Science Instruction)

3. Mathematics 30 semester credits
~~(All students must pass Algebra I or Integrated Mathematics I)~~

At least one mathematics course, or a combination of the two mathematics courses ~~required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I or Integrated Mathematics I. (Education Code 51224.5)~~ **shall meet or exceed state academic content standards for Algebra I or Integrated Mathematics I. Completion of such coursework, prior to grade 9, shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)**

~~Completion, prior to grade 9, of algebra or Integrated Mathematics I coursework that meets or~~

~~exceeds state academic content standards shall satisfy the algebra, or Integrated Mathematics I coursework requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)~~
Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

~~(cf. 6011 - Academic Standards)~~
(cf. 6142.92 - Mathematics Instruction)
(cf. 6152.1 - Placement in Mathematics Courses)

4. Social Science 30 semester credits
Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

a. World History/Geography (10 semester credits)

b. United States History (10 semester credits)

c. Civics (5 semester credits)

d. Economics (5 semester credits)

(cf. 6142.3 - Civic Education)
(cf. 6142.93 - History-Social Science Instruction)

5. ~~Vocational or Consumer Education 10 semester credits~~
Visual or Performing Arts, Foreign language, or Career Technical Education
20 semester credits
American Sign Language is deemed a course in Foreign Language (Education Code 51225.3) To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. Must include one full year in Visual or Performing Arts, Foreign language, or Career Technical Education.

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)

6. Physical Education 20 semester credits
Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education **and Activity**)

7. Health (State Requirements) 5 semester credits

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. Also see AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

8. Career Education/Technology 5 semester credits

~~9. Fine Arts or Foreign Language 10 semester credits~~

~~(cf. 6142.2 - World/Foreign Language Instruction)~~
~~(cf. 6142.6 - Visual and Performing Arts Education)~~

~~10.~~ **9.** Elective Courses 40 semester credits (minimum)

a. Students must be in good standing for Career and College Indicator Pathway to enroll in Teacher Assistant, Office Assistant, etc. or Work Experience electives during instructional day. Administration may authorize exceptions based upon student individual need.

b. Student must be in good standing for College and Career Indicator to participate in a reduced day. Administration may authorize exceptions based upon student individual need.

~~11~~. **10. Work Experience**

Credit for work experience education in an amount not to exceed a total of 20 semester credits, made up on one or a combination of two or more of the following types:

a. For Exploratory Work Experience Education: 10 semester credits for each semester, with a maximum of 20 credits earned in two semesters.

b. For Vocational Work Experience Education: 10 semester credits for each semester, with a maximum of 20 credits earned in two semesters.

c. For General Work Experience Education: Five semester credits for each semester with a maximum of 20 semester credits earned in four semesters.

d. The principal may increase the total number of semester credits allowed for each type of work experience education under special conditions to meet an individual student's needs, to a maximum of 40 semester credits.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

~~The Superintendent or designee shall exempt or waive specific course requirements for foster youth, homeless students, or children of military families in accordance with Education Code 51225.3 and 49701.~~

~~(cf. 6173 - Education for Homeless Children)~~
~~(cf. 6173.1 - Education for Foster Youth)~~
~~(cf. 6173.2 - Education for Children of Military Families)~~

Retroactive Diplomas

~~Until July 31, 2018, a~~ **A**ny student who completed grade 12 in the 2003-04 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

~~The district may retroactively grant a high school diploma to~~ ~~a~~ **2.** ~~f~~ **F**ormer students who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that ~~he/she~~ **they** ~~was~~ **were** enrolled in a district school immediately preceding the internment or military service and ~~he/she~~ did not receive a diploma because ~~his/her~~ **their** education was interrupted due to the internment or military service **in those wars**. ~~(Education Code 51430)~~

~~In addition, the Board may retroactively grant a diploma to a d~~ **D**eceased former students who satisf~~ies~~**y** ~~the above~~ **these** conditions **may be granted a retroactive diploma to be received by their next of kin.** ~~The diploma shall be received by the deceased student's next of kin. (Education Code 51430)~~

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~
~~(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)~~

~~In addition, the district may grant a diploma to a~~ **3.** ~~v~~ **V**eterans who entered the military service of the United States while ~~he/she was a district student~~ in grade 12 and who had **satisfactorily** completed the first half of the work required for grade 12 **in a district school**. ~~(Education Code 51440)~~

Graduation Ceremony

Participation in graduation ceremonies is dependent on student maintaining a minimum 2.0 GPA and minimum 90% attendance rate.

Legal Reference:
EDUCATION CODE
47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
~~51240-51246 Exemptions from district graduation requirements~~
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51412 Diplomas
51420-51427 High school equivalency certificates
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
~~60851.5 Suspension of high school exit examination~~
~~60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination~~
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
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COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education, ~~California High School Exit Examination: http://www.cde.ca.gov/ta/tg/hs~~ **High School: http://www.cde.ca.gov/ci/gs/hs**
University of California, List of Approved a-g Courses:
http://www.universityofcalifornia.edu/admissions/freshman/requirements

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California
revised: July 26, 2011
revised: February 23, 2016
revised: June 25, 2019

NEW
(With Revisions)

Marysville Joint USD

Board Policy

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(cf. 5127 - Graduation Ceremonies and Activities)
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(Including biological science and physical science)

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(cf. 6142.3 - Civic Education)
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(cf. 6142.2 - World/Foreign Language Instruction)
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(cf. 6142.7 - Physical Education and Activity)

7. Health 5 semester credits

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. Also see AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
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8.	Career Education/Technology	5 semester credits
9.	Elective Courses	40 semester credits (minimum)

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2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school.

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Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
Previously adopted: March 11, 2008 Marysville, California
revised: July 26, 2011
revised: February 23, 2016
revised: June 25, 2019

OLD
(Currently Board Approved With Revisions Indicated – Strikethrough/Bold)

Marysville Joint USD

Board Policy

Promotion Ceremony Requirements

BP 6146.5
Instruction

8th Grade Academic Promotion Ceremony Requirements

In order to earn a Certificate of Promotion from the 8th Grade and participate in a District school's 8th grade promotion ceremony and related activities, a student must:

1. Be enrolled as a full-time student at least six periods during the entire fourth quarter or present records that meet the intent of #2, #3, and #4 below.

2. Maintain a cumulative average 2.0 GPA for the 8th grade year except as noted below.

3. Not be on suspension, or recommended for expulsion at the time of the promotion ceremony.

4. Be in attendance at least 85% of the school days enrolled during the fourth quarter. Days of absence while under a doctor's care will be deducted from the absences used in calculating attendance during the fourth quarter.

If the student is in danger of not meeting #2 above, it will be the responsibility of the school to notify the student(s) and parent(s) and/or guardian by phone, if possible, and if not by phone, by certified letter at the following times:

- ~~?~~ At the beginning of the fourth quarter.

- ~~?~~ At such time as the student is in danger of not meeting these requirements, including, but not limited to just prior to finals, if those tests may result in the student not meeting these requirements.

The principal, and only the principal, can, at his/her discretion, create a promotion contract to allow a student with a GPA of at least 1.75 at the end of the third quarter of the 8th grade to participate in promotion activities when special circumstances exist. Each contract will contain, at a minimum, the following criteria:

1. Evidence that the student's grades in the first three quarters of the 8th grade are not representative of the student's ability and there have been special circumstances that have resulted in those lower grades.

2. The student receives a GPA of not less than 2.5 during the fourth quarter of the 8th grade.

NEW
(With Revisions)

Marysville Joint USD

Board Policy

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3. Not be on suspension, or recommended for expulsion at the time of the promotion ceremony.

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1. Evidence that the student's grades in the first three quarters of the 8th grade are not representative of the student's ability and there have been special circumstances that have resulted in those lower grades.

2. The student receives a GPA of not less than 2.5 during the fourth quarter of the 8th grade.

3. The student must complete classwork, assigned extra-credit, and/or make-up work, and participate in after school tutoring programs as assigned by his/her teachers.

4. The student must be in attendance at least 90% of the school days enrolled during the fourth quarter. Days of absence while under a doctor's care will be deducted from the absences used in calculating attendance during the fourth quarter.

5. The student's parent(s) or guardian, the student, and the principal sign the contract.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: June 25, 2019

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/28

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT PROGRAM TO REQUEST EMERGENCY CLOSURE CREDIT FROM CDE PURSUANT TO MANAGEMENT BULLETIN 10-09

WHEREAS, the Child Development Program is requesting the Board adopt a resolution authorizing the Child Development Program to request emergency closure credit from CDE pursuant to Management Bulletin 10-09 for four school closures related to power outages and one school closure related to poor air quality; and

WHEREAS, due to power outages resulting in loss of electricity and running water, operations were suspended for Yuba Feather Preschool on 10/15/18 and Arboga Preschool on 10/15/18, 11/8/18, 12/7/18 and 4/30/19; and

WHEREAS, due to poor air quality caused by the Camp Fire in Butte county, operations were suspended for all state preschool and children's centers on 11/15/18 – 11/16/18; and

WHEREAS, the daily attendance for certified children for the week prior to the five suspended operations is 3,251 days for our State Preschool program, and 240 days for our Children's Center program.

NOW, THEREFORE, BE IT RESOLVED that the MJUSD Governing Board authorize to request emergency closure credit.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 24th day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott
Clerk - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/29

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAS BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2019-20

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2019-20 contract to the Marysville Joint Unified School District for approval to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED, that the District approves the following contract and adopt the income and expenditure accounts budgeted for the 2019-20 school year.

INCOME:

CPKS-9112	12-6052-0- - -8590- -9218	$ 5,000.00
TOTAL REVENUE		$ 5,000.00

EXPENDITURES:

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

PASSED AND ADOPTED THIS _____ DAY OF June 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott
Clerk - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 19 - 20

DATE: July 01, 2019

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CPKS-9112
PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG
PROJECT NUMBER: 58-7273-00-9

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2019 through June 30, 2020.

The total amount payable pursuant to this Agreement shall not exceed $5,000.00.

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

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING Mike Hodson, Assistant Superintendent
TITLE Contract Manager	ADDRESS 1919 B Street, Marysville, CA 95901

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 24859-7273				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
TOTAL AMOUNT ENCUMBERED TO DATE $ 5,000	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 353			DATE		

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2018-19/30

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2019-20

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2019-20 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2019-20 school year.

INCOME:

CSPP-9683	12-6105-0- - -8590- -9210	$2,422,946.00
CCTR-9303	12-5025-0- - -8290- -9201	$ 56,267.00
	12-5025-0- - -8290- -9201	$ 25,865.00
	12-6105-0- - -8590- -9201	$ 147,310.00
TOTAL REVENUE		$2,652,388.00

EXPENDITURES:

12- -0- - -1000- -	
12- -0- - -2000- -	
12- -0- - -3000- -	
12- -0- - -4000- -	
12- -0- - -5000- -	
12- -0- - -6000- -	
12- -0- - -7000- -	
TOTAL EXPENDITURES	$2,652,388.00

PASSED AND ADOPTED THIS _____ DAY OF June 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott
Clerk - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 19 - 20

DATE: July 01, 2019

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-9683
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 58-7273-00-9

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS*, and the FUNDING TERMS AND CONDITIONS* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed $48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of $2,422,946.00.

Service Requirements

Minimum Child Days of Enrollment (CDE) Requirement 50,183.0
Minimum Days of Operation (MDO) Requirement 175

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

Items shown with an asterisk (*) can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING Mike Hodson, Assistant Superintendent
TITLE Contract Manager	ADDRESS 1919 B Street, Marysville, CA 95901

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 2,422,946	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 23038-7273				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
TOTAL AMOUNT ENCUMBERED TO DATE $ 2,422,946	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 360			DATE		

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
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c. Every employee who works on the proposed Agreement will:

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 19 - 20

DATE: July 01, 2019

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-9303
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 58-7273-00-9

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

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

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $229,442.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	4,782.0
Minimum Days of Operation (MDO) Requirement	236

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING Mike Hodson, Assistant Superintendent
TITLE Contract Manager	ADDRESS 1919 B Street, Marysville, CA 95901

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 229,442	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE $ 229,442	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached 366			DATE		

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-9303

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 56,267	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE) 0656 FC# 93.596 PC# 000321 13609-7273			
TOTAL AMOUNT ENCUMBERED TO DATE $ 56,267	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 25,865	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE) 0656 FC# 93.575 PC# 000324 15136-7273			
TOTAL AMOUNT ENCUMBERED TO DATE $ - 25,865	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 147,310	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE) 0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE $ 147,310	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 367	DATE	

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

CO.8 (REV. 8/07)

FEDERAL CERTIFICATIONS

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

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

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1. LOBBYING

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

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

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

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

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1919 B Street, Marysville

Yuba County, CA

95901

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

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

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

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

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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT (CONTRACTOR) Marysville Joint Unified School District	CONTRACT # CCTR - 9303
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Mike Hodson, Assistant Superintendent	
SIGNATURE	DATE

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Chapter #326

The Marysville Joint Unified School District ("District") and California School Employees Association and its Chapter #326 ("CSEA326") are parties to a Memorandum of Understanding ("MOU") which expires on June 30, 2020. The parties reached a tentative agreement ("TA") on June 14, 2019, incorporating the following:

1. **Total Compensation Offer for the 2018/2019 School Year**

   The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) offer structured in the following manner. In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

   a. **Salary Schedule**

      Effective July 1, 2018, each wage range for job title represented by CSEA326 shall be improved by two point zero percent (2.0%).

   b. **One-time, off-schedule Bonus**

      Retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to two point zero percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

2. **Preschool Para-Educators Reclassification**

   The Parties agree to the reclassification of the Preschool para-educators within the Child Development Program. Through this reclassification and commencing with the 2019-20 school year, Child Development Program para-educators will have parity with all other para-educators represented by CSEA326. They will be paid on a salary schedule where the two (2) wage columns will be the same as the first two (2) columns as regular para-educators.

For CSEA326:

Rhonda Conine, Chapter President — Date: 6/14/19

Theresa Malsack, CSEA Labor Rep. — Date: June 14, 2019

For The District:

Ramiro G. Carreón, Asst. Supt/Personnel — Date: June 14, 2019

Negotations^CSEA326-MJUSD
June142019^TentativeAgreement

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statues of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

WITH THE CSEA #326 BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	*(enter Date)*	6/25/2019
Budget Revisions to be INPUT no later than 45 days after approval: ***(will calc + 45 days)***		8/9/2019
Estimated Agreement Payment Date	*(enter Date)*	7/10/2019

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

		# FTE Represented
Certificated:	Enter Name of BU - Status	0
Classified:	CSEA #326	175

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2018
and ending on:	(enter End Date)	6/30/2019

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:

Reopeners: Yes or NO ?

if Yes, what Areas? Yes, In the event another bargaining unit reaches agreement with a greater increase, a "Me, Too" clause shall go into effect.

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement *(Based on Year to Date (YTD) Actuals Projected through 6/30):*	$ 3,491,443.00
Current Year Salary Cost After Settlement *(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):*	$ 3,631,101.00
Total Cost Increase or (Decrease):	***$139,658.00***
Percentage Increase or (Decrease):	***4.00%***

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR
(Includes annual step/column movement on schedule):

Salary Increase or (Decrease) % increase or (decrease) to existing schedule	2.00%	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	2.00%	per employee
Step & column average % annual change over the prior year schedule	0.00%	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	***4.00%***	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	**0.00**
Indicate Total # of Work Days to be provided for fiscal year:	**0.00**
Indicate Total # of Instructional Days to be provided for fiscal year:	**0.00**

376

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:
The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*
(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	$ 624,485.00
Proposed Costs:	$ 663,229.00
Total Cost Increase or (decrease):	$38,744.00
Percentage Change:	6.20%

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)
Total Health and Welfare Costs:

Current Costs:	$ 44,852.00
Proposed Costs:	$ 44,852.00
Total Cost Increase or (decrease):	$0.00
Percentage Change:	0.00%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

CSEA #326 Health & Welfare monthly caps are as follows: Employee Only - $751.47, Employee Plus One - $1,197.46 and Employee Plus Family - $1,498.36. Includes: Health, Vision & Dental. All caps to remain constant.

Current Cap:	$ 751.47	
Proposed Cap:	$ 751.47	See above
Average Capped Amount increase or (decrease) per employee	$0.00	0.00%

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:
Current Year Combined Cost Before Settlement: *(data pulls from above)*
(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	$ 3,491,443.00	
Benefits	$ 669,337.00	
Total:		$ 4,160,780.00

Current Year Cost After Settlement: *(data pulls from above)*
(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	$ 3,631,101.00	
Benefits	$ 708,081.00	
Total:		$ 4,339,182.00

TOTAL COST INCREASE OR (DECREASE) *(This amount should tie to the multiyear projection sections for 1XXX-3XXX)*	$178,402.00
PERCENTAGE CHANGE	4.29%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	$ 41,159.28

377

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Retroactive to July 1, 2018, the District will provide a one-time, off schedule payment equivalent to two percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: ***(pulls from MYP Sec. 9)***	$ 128,174,231.00
Minimum State Reserve Percentage **(input %)**	3%
Minimum State Reserve Requirement: ***(Formula includes Total Exp/Uses x Minimum Reserve %)***	$ 3,845,226.93

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: **Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)** 8/9/2019

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s: Batch #'s: mm/dd/yy

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

378

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.

		Current Fiscal Year 2018 -2019		
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=9,141			9,141
LCFF Sources (8010-8099)	100,954,384.00	0.00	0.00	100,954,384.00
Remaining Revenues (8100-8799)	24,246,524.00	0.00	0.00	24,246,524.00
TOTAL	**125,200,908.00**	**0.00**	**0.00**	**125,200,908.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	45,661,798.00	0.00	0.00	45,661,798.00
2000 Classified Salaries	18,426,600.00	139,658.00	0.00	18,566,258.00
3000 Benefits	27,192,517.00	38,744.00	0.00	27,231,261.00
4000 Instructional Supplies	9,827,423.00	0.00	0.00	9,827,423.00
5000 Contracted Services	14,905,621.00	0.00	0.00	14,905,621.00
6000 Capital Outlay	4,522,009.00	0.00	0.00	4,522,009.00
7000 Other	5,500,129.00	0.00	0.00	5,500,129.00
TOTAL	**126,036,097.00**	**178,402.00**	**0.00**	**126,214,499.00**
OPERATING SURPLUS (DEFICIT)	**(835,189.00)**	**(178,402.00)**	**0.00**	**(1,013,591.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	1,959,732.00	0.00	0.00	1,959,732.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(2,794,921.00)**	**(178,402.00)**	**0.00**	0.00 **(2,973,323.00)**
BEGINNING FUND BALANCE 9791-92	33,775,134.00			33,775,134.00
Prior-Year Adjustments 9793-95			0.00	0.00
NET BEGINNING BALANCE	**33,775,134.00**		**0.00**	**33,775,134.00**
ENDING FUND BALANCE (EFB)	**30,980,213.00**	**(178,402.00)**	**0.00**	**30,801,811.00**
COMPONENTS OF ABOVE EFB:				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	2,715,549.00	0.00	0.00	2,715,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties (9789)	**3,839,874.87**	**5,352.06**	**0.00**	**3,845,226.93**
Unassigned/Unappropriated (9790)	**16,109,141.13**	**(183,754.06)**	**0.00**	**15,925,387.07**
State Minimum Reserves %	***17.12%***	***Meets***		***16.95%***
Are budgets in balance?	*In Balance*			*In Agreement*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 1,959,732.00			$ 1,959,732.00

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is $5,352.06 which is equal to 3% REU of the additional expenditures.

379

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	First Subsequent Year 2019 - 2020			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	104,232,914.00	0.00	0.00	104,232,914.00
Remaining Revenues (8100-8799)	17,490,260.00	0.00	0.00	17,490,260.00
TOTAL	**121,723,174.00**	**0.00**	**0.00**	**121,723,174.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	47,160,285.00	0.00	0.00	47,160,285.00
2000 Classified Salaries	18,850,517.00	0.00	0.00	18,850,517.00
3000 Benefits	29,039,462.00	0.00	0.00	29,039,462.00
4000 Instructional Supplies	6,459,021.00	0.00	0.00	6,459,021.00
5000 Contracted Services	12,369,828.00	0.00	0.00	12,369,828.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,370,636.00	0.00	0.00	3,370,636.00
TOTAL	**118,304,822.00**	**0.00**	**0.00**	**118,304,822.00**
OPERATING SURPLUS/(DEFICIT)	**3,418,352.00**	**0.00**	**0.00**	**3,418,352.00**
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,418,352.00**	**0.00**	**0.00**	**1,418,352.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	30,801,811.00			30,801,811.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**30,801,811.00**			**30,801,811.00**
ENDING FUND BALANCE (EFB)	**32,220,163.00**	**0.00**	**0.00**	**32,220,163.00**
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	1,785,549.00	0.00	0.00	1,785,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties	**3,609,144.66**	**0.00**	**0.00**	**3,609,144.66**
Unassigned/Unappropriated (9790)	**18,509,821.34**	**0.00**	**0.00**	**18,509,821.34**
State Minimum Reserves %	***21.68%***	***Meets***		***21.68%***
Are budgets in balance?	***In Balance***			***In Balance***
Did you adjust reserves? s/b $0	$ -	***OK***		$ -
FUND 17 RESERVES (9789) or N/A	$ 3,959,732.00			$ 3,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 80.99%, 3.46% COLA

350

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	Second Subsequent Year 2020 - 2021			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	107,029,283.00	0.00	0.00	107,029,283.00
Remaining Revenues (8100-8799)	17,464,145.00	0.00	0.00	17,464,145.00
TOTAL	**124,493,428.00**	**0.00**	**0.00**	**124,493,428.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	48,103,491.00	0.00	0.00	48,103,491.00
2000 Classified Salaries	19,227,528.00	0.00	0.00	19,227,528.00
3000 Benefits	30,346,915.00	0.00	0.00	30,346,915.00
4000 Instructional Supplies	6,614,683.00	0.00	0.00	6,614,683.00
5000 Contracted Services	12,667,940.00	0.00	0.00	12,667,940.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,366,936.00	0.00	0.00	3,366,936.00
TOTAL	**121,382,566.00**	**0.00**	**0.00**	**121,382,566.00**
OPERATING SURPLUS/(DEFICIT)	**3,110,862.00**	**0.00**	**0.00**	**3,110,862.00**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,110,862.00**	**0.00**	**0.00**	**1,110,862.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	32,220,163.00			32,220,163.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**32,220,163.00**			**32,220,163.00**
ENDING FUND BALANCE (EFB)	**33,331,025.00**	**0.00**	**0.00**	**33,331,025.00**
COMPONENTS OF EFB (above):	*(use whole rounded numbers only)*			
Nonspendable (9711-9719)	350,425.00			350,425.00
Restricted (9740)	336,806.00			336,806.00
Committed (9750/9760)	855,549.00			855,549.00
Assigned (9780)	4,598,417.00	0.00		4,598,417.00
Reserve Economic Uncertainties	**3,701,476.98**	**0.00**	**0.00**	**3,701,476.98**
Unassigned/Unappropriated (9790)	**23,488,351.02**	**0.00**	**0.00**	**23,488,351.02**
State Minimum Reserves %	***26.87%***	***Meets***		***26.87%***
Are budgets in balance?	***In Balance***			***In Balance***
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 5,959,732.00			$ 5,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 80.70% COLA 2.86%

381

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

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

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. (text pulls into disclosure):

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. (text pulls into disclosure):

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

382

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

			Estimated
(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,893.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,134.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		*759.00*
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		*7.49%*
(E)	ADA Increase/(Decrease) from Prior Year as %		*1.28%*
	Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,262.10	
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,145.41	
(F)	Total LCFF % increase or (decrease) plus ADA % change		*8.77%*
(G)	Indicate Total Settlement Percentage Change from Section 5		*4.29%*

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

*To be signed by the **District Superintendent AND Chief Business Official** **upon submission to the Governing Board** and by **the Board President** **upon formal Board action** on the proposed agreement.*

***Districts with a Qualified or Negative Certification** : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

District Superintendent - signature — *Date* 6-18-19

Chief Business Official - signature — *Date* 6/18/19

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 25, 2019 *took action to approve the proposed Agreement with the* CSEA #326 *Bargaining Unit.*

President, Governing Board - signature 383 — *Date*

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

CSEA #326 **BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on *06/25/19*

A. **PERIOD OF AGREEMENT:**
The proposed bargaining agreement covers the period beginning *07/01/18*
and ending *06/30/19*
for the following fiscal years *, ,*

B. **TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**
The total change in costs for salaries and employee benefits in the proposed agreement:

1.	Current Year Costs Before Agreement	*$4,160,780.00*
2.	Current Year Costs After Agreement	*$4,339,182.00*
3.	Total Cost Change	*$178,402.00*
4.	Percentage Change	*4.29%*
5.	Value of a 1% Change	*41,159*

C. **PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**
The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	 *2.0%* *2.0%*
2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	
3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	*4%*
4.	Change in # of Work Days (+/-) Related to % Change	
5.	Total # of Work Days to be provided in Fiscal Year	
6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	

384

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

D. **PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	*669,337.00*
2.	Cost of Benefits After Agreement	*708,081.00*
3.	Percentage Change in Total Costs	*5.79%*

E. **IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	*$ 128,174,231.00*
2.	Percentage Reserve Level State Standard for District:	*3.0%*
3.	Amount of State Minimum Reserve Standard:	*$ 3,845,226.93*

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	*$3,845,226.93*
5.	Unassigned/Unappropriated (Object 9790)	*$15,925,387.07*
6.	**Total Reserves: (Object 9789 + 9790)**	*$19,770,614.00*

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	*$1,959,732.00*

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	*$21,730,346.00*
9.	Percentage of General Fund Expenditures/Uses	*16.95%*

Difference between District Reserves and Minimum State Requirement $17,885,119.07

365

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

F. **MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

G. **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

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

H. **NARRATIVE OF AGREEMENT**

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

I. **SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

The following source(s) of funding have been identified to fund the proposed agreement

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

386

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gary Starkey — 6-18-19
District Superintendent - signature — ***Date***

6/18/19
Chief Business Official- signature — ***Date***

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **Tuesday, June 25, 2019** ***took action to approve the proposed Agreement with the*** **CSEA #326** ***Bargaining Unit.***

President, Governing Board — ***Date***
(signature)

387

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Chapter #648

The Marysville Joint Unified School District ("District") and California School Employees Association and its Chapter #648 ("CSEA648") are parties to a Memorandum of Understanding ("MOU") which expires on June 30, 2020. The parties reached a tentative agreement ("TA") on June 14, 2019, incorporating the following:

1. **Total Compensation Offer for the 2018/2019 School Year**

   The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) offer structured in the following manner. In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

   a. **Salary Schedule**

      Effective July 1, 2018, each wage range for job title represented by CSEA648 shall be improved by two point zero percent (2.0%).

   b. **One-time, off-schedule Bonus**

      Retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to two point zero percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

For CSEA648:

Bernie Ridgeway, Chapter President — Date: 6-14-19

Theresa Malsack, CSEA Labor Rep. — Date: 6.14.2019

For The District:

Ramiro G. Carreón, Asst. Supt/Personnel — Date: June 14, 2019

388

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statues of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

WITH THE CSEA #648 BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	*(enter Date)*	6/25/2019
Budget Revisions to be INPUT no later than 45 days after approval: ***(will calc + 45 days)***		8/9/2019
Estimated Agreement Payment Date	*(enter Date)*	7/10/2019

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

		# FTE Represented
Certificated:	CSEA #648	23
Classified:		0

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2018
and ending on:	(enter End Date)	6/30/2019

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:			
Reopeners: Yes or NO ?	Yes		
if Yes, what Areas?	In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.		

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement *(Based on Year to Date (YTD) Actuals Projected through 6/30):*	$ 491,666.86
Current Year Salary Cost After Settlement *(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):*	$ 511,333.53
Total Cost Increase or (Decrease):	***$19,666.67***
Percentage Increase or (Decrease):	***4.00%***

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR
(Includes annual step/column movement on schedule):

Salary Increase or (Decrease)		
% increase or (decrease) to existing schedule	2.00%	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	2.00%	per employee
Step & column		
average % annual change over the prior year schedule	0.00%	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	***4.00%***	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	**0.00**
Indicate Total # of Work Days to be provided for fiscal year:	**0.00**
Indicate Total # of Instructional Days to be provided for fiscal year: 389	**0.00**

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:
The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*
(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	$ 114,167.00
Proposed Costs:	$ 118,043.00
Total Cost Increase or (decrease):	*$3,876.00*
Percentage Change:	*3.40%*

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)
Total Health and Welfare Costs:

Current Costs:	$ 124,690.00
Proposed Costs:	$ 124,690.00
Total Cost Increase or (decrease):	*$0.00*
Percentage Change:	*0.00%*

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

CSEA #648 Health & Welfare monthly cap totals $649.47 which includes Health, Vision & Dental.

Current Cap:	$ 649.47	
Proposed Cap:	$ 649.47	
Average Capped Amount increase or (decrease) per employee	*$0.00*	0.00%

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:
Current Year Combined Cost Before Settlement: *(data pulls from above)*
(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	*$ 491,666.86*	
Benefits	*$ 238,857.00*	
Total:		*$ 730,523.86*

Current Year Cost After Settlement: *(data pulls from above)*
(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	*$ 511,333.53*	
Benefits	*$ 242,733.00*	
Total:		*$ 754,066.53*

TOTAL COST INCREASE OR (DECREASE) *(This amount should tie to the multiyear projection sections for 1XXX-3XXX)*	*$23,542.67*
PERCENTAGE CHANGE	*3.22%*
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	*$ 6,058.34*

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Retroactive to July 1, 2018, the District will provide a one-time, off schedule payment equivalent to two percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: ***(pulls from MYP Sec. 9)***	$ 128,019,372.00
Minimum State Reserve Percentage **(input %)**	3%
Minimum State Reserve Requirement: ***(Formula includes Total Exp/Uses x Minimum Reserve %)***	**$ 3,840,581.16**

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days) 8/9/2019

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s: Batch #'s: mm/dd/yy

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.

		Current Fiscal Year 2018 -2019		
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=9,141			9,141
LCFF Sources (8010-8099)	100,954,384.00	0.00	0.00	100,954,384.00
Remaining Revenues (8100-8799)	24,246,524.00	0.00	0.00	24,246,524.00
TOTAL	**125,200,908.00**	**0.00**	**0.00**	**125,200,908.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	45,661,798.00	0.00	0.00	45,661,798.00
2000 Classified Salaries	18,426,600.00	19,667.00	0.00	18,446,267.00
3000 Benefits	27,192,517.00	3,876.00	0.00	27,196,393.00
4000 Instructional Supplies	9,827,423.00	0.00	0.00	9,827,423.00
5000 Contracted Services	14,905,621.00	0.00	0.00	14,905,621.00
6000 Capital Outlay	4,522,009.00	0.00	0.00	4,522,009.00
7000 Other	5,500,129.00	0.00	0.00	5,500,129.00
TOTAL	**126,036,097.00**	**23,543.00**	**0.00**	**126,059,640.00**
OPERATING SURPLUS (DEFICIT)	**(835,189.00)**	**(23,543.00)**	**0.00**	**(858,732.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	1,959,732.00	0.00	0.00	1,959,732.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(2,794,921.00)**	**(23,543.00)**	**0.00**	0.00 **(2,818,464.00)**
BEGINNING FUND BALANCE 9791-92	33,775,134.00			33,775,134.00
Prior-Year Adjustments 9793-95			0.00	0.00
NET BEGINNING BALANCE	**33,775,134.00**		**0.00**	**33,775,134.00**
ENDING FUND BALANCE (EFB)	**30,980,213.00**	**(23,543.00)**	**0.00**	**30,956,670.00**
COMPONENTS OF ABOVE EFB:				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	2,715,549.00	0.00	0.00	2,715,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties (9789)	**3,839,874.87**	**706.29**	**0.00**	**3,840,581.16**
Unassigned/Unappropriated (9790)	**16,109,141.13**	**(24,249.29)**	**0.00**	**16,084,891.84**
State Minimum Reserves %	***17.12%***	***Meets***		***17.10%***
Are budgets in balance?	*In Balance*			*In Agreement*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 1,959,732.00			$ 1,959,732.00

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is $5,352.06 which is equal to 3% REU of the additional expenditures.

392

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	First Subsequent Year 2019 - 2020			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	104,232,914.00	0.00	0.00	104,232,914.00
Remaining Revenues (8100-8799)	17,490,260.00	0.00	0.00	17,490,260.00
TOTAL	**121,723,174.00**	**0.00**	**0.00**	**121,723,174.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	47,160,285.00	0.00	0.00	47,160,285.00
2000 Classified Salaries	18,850,517.00	0.00	0.00	18,850,517.00
3000 Benefits	29,039,462.00	0.00	0.00	29,039,462.00
4000 Instructional Supplies	6,459,021.00	0.00	0.00	6,459,021.00
5000 Contracted Services	12,369,828.00	0.00	0.00	12,369,828.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,370,636.00	0.00	0.00	3,370,636.00
TOTAL	**118,304,822.00**	**0.00**	**0.00**	**118,304,822.00**
OPERATING SURPLUS/(DEFICIT)	**3,418,352.00**	**0.00**	**0.00**	**3,418,352.00**
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,418,352.00**	**0.00**	**0.00**	**1,418,352.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	30,956,670.00			30,956,670.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**30,956,670.00**			**30,956,670.00**
ENDING FUND BALANCE (EFB)	**32,375,022.00**	**0.00**	**0.00**	**32,375,022.00**
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	1,785,549.00	0.00	0.00	1,785,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties	**3,609,144.66**	**0.00**	**0.00**	**3,609,144.66**
Unassigned/Unappropriated (9790)	**18,664,680.34**	**0.00**	**0.00**	**18,664,680.34**
State Minimum Reserves %	*21.81%*	*Meets*		*21.81%*
Are budgets in balance?	*In Balance*			*In Balance*
Did you adjust reserves? s/b $0	$ -	*OK*		$ -
FUND 17 RESERVES (9789) or N/A	$ 3,959,732.00			$ 3,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 80.99%, 3.46% COLA

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	Second Subsequent Year 2020 - 2021			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	107,029,283.00	0.00	0.00	107,029,283.00
Remaining Revenues (8100-8799)	17,464,145.00	0.00	0.00	17,464,145.00
TOTAL	**124,493,428.00**	**0.00**	**0.00**	**124,493,428.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	48,103,491.00	0.00	0.00	48,103,491.00
2000 Classified Salaries	19,227,528.00	0.00	0.00	19,227,528.00
3000 Benefits	30,346,915.00	0.00	0.00	30,346,915.00
4000 Instructional Supplies	6,614,683.00	0.00	0.00	6,614,683.00
5000 Contracted Services	12,667,940.00	0.00	0.00	12,667,940.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,366,936.00	0.00	0.00	3,366,936.00
TOTAL	**121,382,566.00**	**0.00**	**0.00**	**121,382,566.00**
OPERATING SURPLUS/(DEFICIT)	**3,110,862.00**	**0.00**	**0.00**	**3,110,862.00**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,110,862.00**	**0.00**	**0.00**	**1,110,862.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	32,375,022.00			32,375,022.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**32,375,022.00**			**32,375,022.00**
ENDING FUND BALANCE (EFB)	**33,485,884.00**	**0.00**	**0.00**	**33,485,884.00**
COMPONENTS OF EFB (above):	*(use whole rounded numbers only)*			
Nonspendable (9711-9719)	350,425.00			350,425.00
Restricted (9740)	336,806.00			336,806.00
Committed (9750/9760)	855,549.00			855,549.00
Assigned (9780)	4,598,417.00	0.00		4,598,417.00
Reserve Economic Uncertainties	**3,701,476.98**	**0.00**	**0.00**	**3,701,476.98**
Unassigned/Unappropriated (9790)	**23,643,210.02**	**0.00**	**0.00**	**23,643,210.02**
State Minimum Reserves %	***26.99%***	***Meets***		***26.99%***
Are budgets in balance?	*In Balance*			*In Balance*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 5,959,732.00			$ 5,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 80.70% COLA 2.86%

394

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

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

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. (text pulls into disclosure):

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. (text pulls into disclosure):

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

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

			Estimated
(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,893.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,134.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		*759.00*
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		*7.49%*
(E)	ADA Increase/(Decrease) from Prior Year as %		*1.28%*
	Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,262.10	
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,145.41	
(F)	Total LCFF % increase or (decrease) plus ADA % change		*8.77%*
(G)	Indicate Total Settlement Percentage Change from Section 5		*3.22%*

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

To be signed by the ***District Superintendent AND Chief Business Official*** ***upon submission to the Governing Board*** *and by* ***the Board President*** ***upon formal Board action*** *on the proposed agreement.*

Districts with a Qualified or Negative Certification ***: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review*** ***10 days prior to the board meeting that will ratify the agreement*** **.**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

District Superintendent - signature	6-18-19 *Date*
Chief Business Official - signature	6/18/19 *Date*

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 25, 2019 ***took action to approve the proposed Agreement with the*** CSEA #648 ***Bargaining Unit.***

3/6

President, Governing Board - signature	*Date*

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

CSEA #648 **BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on: *06/25/19*

A. **PERIOD OF AGREEMENT:**
The proposed bargaining agreement covers the period beginning: *07/01/18*
and ending: *06/30/19*
for the following fiscal years: *, ,*

B. **TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**
The total change in costs for salaries and employee benefits in the proposed agreement:

1.	Current Year Costs Before Agreement	*$730,523.86*
2.	Current Year Costs After Agreement	*$754,066.53*
3.	Total Cost Change	*$23,542.67*
4.	Percentage Change	*3.22%*
5.	Value of a 1% Change	*6,058*

C. **PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**
The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	 *2.0%* *2.0%*
2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	
3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	*4%*
4.	Change in # of Work Days (+/-) Related to % Change	
5.	Total # of Work Days to be provided in Fiscal Year	
6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	

397

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

D. **PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	*238,857.00*
2.	Cost of Benefits After Agreement	*242,733.00*
3.	Percentage Change in Total Costs	*1.62%*

E. **IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	*$ 128,019,372.00*
2.	Percentage Reserve Level State Standard for District:	*3.0%*
3.	Amount of State Minimum Reserve Standard:	*$ 3,840,581.16*

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	*$3,840,581.16*
5.	Unassigned/Unappropriated (Object 9790)	*$16,084,891.84*
6.	**Total Reserves: (Object 9789 + 9790)**	*$19,925,473.00*

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	*$1,959,732.00*

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	*$21,885,205.00*
9.	Percentage of General Fund Expenditures/Uses	*17.10%*

Difference between District Reserves and Minimum State Requirement $18,044,623.84

398

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

F. **MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

G. **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**
The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

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

H. **NARRATIVE OF AGREEMENT**

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

I. **SOURCE OF FUNDING FOR PROPOSED AGREEMENT**
The following source(s) of funding have been identified to fund the proposed agreement

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

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gary Stevens — 6-18-19
District Superintendent - signature — ***Date***

6/18/19
Chief Business Official- signature — ***Date***

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **Tuesday, June 25, 2019** ***took action to approve the proposed Agreement with the*** **CSEA #648** ***Bargaining Unit.***

President, Governing Board (signature) — ***Date***

400

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
SUPERVISORY UNIT

The Marysville Joint Unified School District ("District") and the Supervisory Unit ("Supervisors") are parties to a Memorandum of Understanding ("MOU") which expires on June 30, 2020. The parties reached a tentative agreement ("TA") on June 18, 2019, incorporating the following:

1. **Total Compensation Offer for the 2018/2019 School Year**

   The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) offer structured in the following manner. In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

   a. **Salary Schedule**

      Effective July 1, 2018, each salary range for job titles represented by Supervisors shall be improved by two point zero percent (2.0%).

   b. **One-time, off-schedule Bonus**

      Retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to two point zero percent (2.0%). This salary increase and one-time payment shall be given only to Supervisors rendering service at the time of board approval.

For Supervisors:

Edwin Gomez, Supervisory Unit Rep. — Date: 6-18-19

For The District:

Ramiro G. Carreón, Asst. Supt/Personnel — Date: 06/18/2019

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statues of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

WITH THE Supervisors BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	*(enter Date)*	6/25/2019
Budget Revisions to be INPUT no later than 45 days after approval: ***(will calc + 45 days)***		8/9/2019
Estimated Agreement Payment Date	*(enter Date)*	7/10/2019

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

		# FTE Represented
Certificated:		
Classified:	Supervisors	33

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2018
and ending on:	(enter End Date)	6/30/2019

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:			
Reopeners: Yes or NO ?	Yes		

if Yes, what Areas? Yes, In the event another bargaining unit reaches agreement with a greater increase, a "Me, Too" clause shall go into effect.

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement *(Based on Year to Date (YTD) Actuals Projected through 6/30):*	$ 1,216,874.00
Current Year Salary Cost After Settlement *(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):*	$ 1,265,549.00
Total Cost Increase or (Decrease):	***$48,675.00***
Percentage Increase or (Decrease):	***4.00%***

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease) % increase or (decrease) to existing schedule	2.00%	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	2.00%	per employee
Step & column average % annual change over the prior year schedule	0.00%	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	***4.00%***	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	**0.00**
Indicate Total # of Work Days to be provided for fiscal year:	**0.00**
Indicate Total # of Instructional Days to be provided for fiscal year:	**0.00**

402

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:
The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*
(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	$ 318,465.00
Proposed Costs:	$ 331,968.00
Total Cost Increase or (decrease):	***$13,503.00***
Percentage Change:	***4.24%***

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)
Total Health and Welfare Costs:

Current Costs:	$ 323,608.00
Proposed Costs:	$ 323,608.00
Total Cost Increase or (decrease):	***$0.00***
Percentage Change:	***0.00%***

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Superviosr Health & Welfare monthly cap includes: Health, Vision, Dental and Life Insurance.

Current Cap:	$ 1,143.51	
Proposed Cap:	$ 1,143.51	
Average Capped Amount increase or (decrease) per employee	***$0.00***	***0.00%***

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:
Current Year Combined Cost Before Settlement: *(data pulls from above)*
(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	***$ 1,216,874.00***	
Benefits	***$ 642,073.00***	
Total:		***$ 1,858,947.00***

Current Year Cost After Settlement: *(data pulls from above)*
(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	***$ 1,265,549.00***	
Benefits	***$ 655,576.00***	
Total:		***$ 1,921,125.00***

TOTAL COST INCREASE OR (DECREASE) *(This amount should tie to the multiyear projection sections for 1XXX-3XXX)*	***$62,178.00***
PERCENTAGE CHANGE	***3.34%***
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	***$ 15,353.39***

403

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Retroactive to July 1, 2018, the District will provide a one-time, off schedule payment equivalent to two percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: ***(pulls from MYP Sec. 9)***	$ 128,058,007.00
Minimum State Reserve Percentage **(input %)**	3%
Minimum State Reserve Requirement: ***(Formula includes Total Exp/Uses x Minimum Reserve %)***	$ 3,841,740.21

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: **Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)** 8/9/2019

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s: Batch #'s: mm/dd/yy

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

404

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)

In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.

		Current Fiscal Year 2018 -2019		
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=9,141			9,141
LCFF Sources (8010-8099)	100,954,384.00	0.00	0.00	100,954,384.00
Remaining Revenues (8100-8799)	24,246,524.00	0.00	0.00	24,246,524.00
TOTAL	**125,200,908.00**	**0.00**	**0.00**	**125,200,908.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	45,661,798.00	0.00	0.00	45,661,798.00
2000 Classified Salaries	18,426,600.00	48,675.00	0.00	18,475,275.00
3000 Benefits	27,192,517.00	13,503.00	0.00	27,206,020.00
4000 Instructional Supplies	9,827,423.00	0.00	0.00	9,827,423.00
5000 Contracted Services	14,905,621.00	0.00	0.00	14,905,621.00
6000 Capital Outlay	4,522,009.00	0.00	0.00	4,522,009.00
7000 Other	5,500,129.00	0.00	0.00	5,500,129.00
TOTAL	**126,036,097.00**	**62,178.00**	**0.00**	**126,098,275.00**
OPERATING SURPLUS (DEFICIT)	**(835,189.00)**	**(62,178.00)**	**0.00**	**(897,367.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	1,959,732.00	0.00	0.00	1,959,732.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(2,794,921.00)**	**(62,178.00)**	**0.00**	0.00 **(2,857,099.00)**
BEGINNING FUND BALANCE 9791-92	33,775,134.00			33,775,134.00
Prior-Year Adjustments 9793-95			0.00	0.00
NET BEGINNING BALANCE	**33,775,134.00**		**0.00**	**33,775,134.00**
ENDING FUND BALANCE (EFB)	**30,980,213.00**	**(62,178.00)**	**0.00**	**30,918,035.00**
COMPONENTS OF ABOVE EFB:				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	2,715,549.00	0.00	0.00	2,715,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties (9789)	**3,839,874.87**	**1,865.34**	**0.00**	**3,841,740.21**
Unassigned/Unappropriated (9790)	**16,109,141.13**	**(64,043.34)**	**0.00**	**16,045,097.79**
State Minimum Reserves %	***17.12%***	***Meets***		***17.06%***
Are budgets in balance?	*In Balance*			*In Agreement*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 1,959,732.00			$ 1,959,732.00

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is $1,865.34 which is equal to 3% REU of the additional expenditures.

405

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	First Subsequent Year 2019 - 2020			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	104,232,914.00	0.00	0.00	104,232,914.00
Remaining Revenues (8100-8799)	17,490,260.00	0.00	0.00	17,490,260.00
TOTAL	**121,723,174.00**	**0.00**	**0.00**	**121,723,174.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	47,160,285.00	0.00	0.00	47,160,285.00
2000 Classified Salaries	18,850,517.00	0.00	0.00	18,850,517.00
3000 Benefits	29,039,462.00	0.00	0.00	29,039,462.00
4000 Instructional Supplies	6,459,021.00	0.00	0.00	6,459,021.00
5000 Contracted Services	12,369,828.00	0.00	0.00	12,369,828.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,370,636.00	0.00	0.00	3,370,636.00
TOTAL	**118,304,822.00**	**0.00**	**0.00**	**118,304,822.00**
OPERATING SURPLUS/(DEFICIT)	**3,418,352.00**	**0.00**	**0.00**	**3,418,352.00**
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,418,352.00**	**0.00**	**0.00**	**1,418,352.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	30,918,035.00			30,918,035.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**30,918,035.00**			**30,918,035.00**
ENDING FUND BALANCE (EFB)	**32,336,387.00**	**0.00**	**0.00**	**32,336,387.00**
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	1,785,549.00	0.00	0.00	1,785,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties	**3,609,144.66**	**0.00**	**0.00**	**3,609,144.66**
Unassigned/Unappropriated (9790)	**18,626,045.34**	**0.00**	**0.00**	**18,626,045.34**
State Minimum Reserves %	***21.77%***	***Meets***		***21.77%***
Are budgets in balance?	***In Balance***			***In Balance***
Did you adjust reserves? s/b $0	***$ -***	***OK***		***$ -***
FUND 17 RESERVES (9789) or N/A	**$ 3,959,732.00**			**$ 3,959,732.00**

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 80.99%, 3.46% COLA

406

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	Second Subsequent Year 2020 - 2021			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	107,029,283.00	0.00	0.00	107,029,283.00
Remaining Revenues (8100-8799)	17,464,145.00	0.00	0.00	17,464,145.00
TOTAL	**124,493,428.00**	**0.00**	**0.00**	**124,493,428.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	48,103,491.00	0.00	0.00	48,103,491.00
2000 Classified Salaries	19,227,528.00	0.00	0.00	19,227,528.00
3000 Benefits	30,346,915.00	0.00	0.00	30,346,915.00
4000 Instructional Supplies	6,614,683.00	0.00	0.00	6,614,683.00
5000 Contracted Services	12,667,940.00	0.00	0.00	12,667,940.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,366,936.00	0.00	0.00	3,366,936.00
TOTAL	**121,382,566.00**	**0.00**	**0.00**	**121,382,566.00**
OPERATING SURPLUS/(DEFICIT)	**3,110,862.00**	**0.00**	**0.00**	**3,110,862.00**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,110,862.00**	**0.00**	**0.00**	**1,110,862.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	32,336,387.00			32,336,387.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**32,336,387.00**			**32,336,387.00**
ENDING FUND BALANCE (EFB)	**33,447,249.00**	**0.00**	**0.00**	**33,447,249.00**
COMPONENTS OF EFB (above):	*(use whole rounded numbers only)*			
Nonspendable (9711-9719)	350,425.00			350,425.00
Restricted (9740)	336,806.00			336,806.00
Committed (9750/9760)	855,549.00			855,549.00
Assigned (9780)	4,598,417.00	0.00		4,598,417.00
Reserve Economic Uncertainties	**3,701,476.98**	**0.00**	**0.00**	**3,701,476.98**
Unassigned/Unappropriated (9790)	**23,604,575.02**	**0.00**	**0.00**	**23,604,575.02**
State Minimum Reserves %	***26.96%***	***Meets***		***26.96%***
Are budgets in balance?	***In Balance***			***In Balance***
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 5,959,732.00			$ 5,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 80.70% COLA 2.86%

407

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

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

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. (text pulls into disclosure):

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. (text pulls into disclosure):

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

408

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

			Estimated
(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,893.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,134.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		*759.00*
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		*7.49%*
(E)	ADA Increase/(Decrease) from Prior Year as %		*1.28%*
	Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,262.10	
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,145.41	
(F)	Total LCFF % increase or (decrease) plus ADA % change		*8.77%*
(G)	Indicate Total Settlement Percentage Change from Section 5		*3.34%*

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

To be signed by the ***District Superintendent AND Chief Business Official*** ***upon submission to the Governing Board*** *and by* ***the Board President*** ***upon formal Board action*** *on the proposed agreement.*

Districts with a Qualified or Negative Certification : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

District Superintendent - signature	6-18-19 *Date*
Chief Business Official - signature	6.18.19 *Date*

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 25, 2019 ***took action to approve the proposed Agreement with the*** Supervisors ***Bargaining Unit.***

President, Governing Board - signature	409 *Date*

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Supervisors **BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on	*06/25/19*

A. **PERIOD OF AGREEMENT:**

The proposed bargaining agreement covers the period beginning	*07/01/18*
and ending	*06/30/19*
for the following fiscal years	, ,

B. **TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**

The total change in costs for salaries and employee benefits in the proposed agreement:

1.	Current Year Costs Before Agreement	*$1,858,947.00*
2.	Current Year Costs After Agreement	*$1,921,125.00*
3.	Total Cost Change	*$62,178.00*
4.	Percentage Change	*3.34%*
5.	Value of a 1% Change	*15,353*

C. **PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	 *2.0%* *2.0%*
2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	
3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	*4%*
4.	Change in # of Work Days (+/-) Related to % Change	
5.	Total # of Work Days to be provided in Fiscal Year	
6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	

410

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

D. **PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	*642,073.00*
2.	Cost of Benefits After Agreement	*655,576.00*
3.	Percentage Change in Total Costs	*2.10%*

E. **IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	*$ 128,058,007.00*
2.	Percentage Reserve Level State Standard for District:	*3.0%*
3.	Amount of State Minimum Reserve Standard:	*$ 3,841,740.21*

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	*$3,841,740.21*
5.	Unassigned/Unappropriated (Object 9790)	*$16,045,097.79*
6.	**Total Reserves: (Object 9789 + 9790)**	*$19,886,838.00*

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	*$1,959,732.00*

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	*$21,846,570.00*
9.	Percentage of General Fund Expenditures/Uses	*17.06%*

Difference between District Reserves and Minimum State Requirement $18,004,829.79

411

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

F. **MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

G. **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**
The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

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

H. **NARRATIVE OF AGREEMENT**

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

I. **SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

The following source(s) of funding have been identified to fund the proposed agreement

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

4/2

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Guy Stanley — 6-18-19
District Superintendent - signature — ***Date***

6/18/19
Chief Business Official- signature — ***Date***

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **Tuesday, June 25, 2019** ***took action to approve the proposed Agreement with the*** **Supervisors** ***Bargaining Unit.***

President, Governing Board ***(signature)*** — ***Date***

4/3

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
ASSOCIATION OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES

The Marysville Joint Unified School District ("District") and the Association of Management and Confidential Employees ("AMACE") are parties to a Memorandum of Understanding ("MOU") which expires on June 30, 2020. The parties reached a tentative agreement ("TA") on June 17, 2019, incorporating the following:

1. **Total Compensation Offer for the 2018/2019 School Year**

   The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) offer structured in the following manner. In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

   a. **Salary Schedule**

      Effective July 1, 2018, each salary range for job titles represented by AMACE shall be improved by two point zero percent (2.0%).

   b. **One-time, off-schedule Bonus**

      Retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to two point zero percent (2.0%). This salary increase and one-time payment shall be given only to employees rendering service (and employed) with the District through the end of the 2018-19 school year.

For AMACE:

Eric Preston, President

6/18/19
Date

For The District:

Ramiro G. Carreón, Asst. Supt/Personnel

06/18/2019
Date

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statues of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

WITH THE AMACE BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	*(enter Date)*	6/25/2019
Budget Revisions to be INPUT no later than 45 days after approval: ***(will calc + 45 days)***		8/9/2019
Estimated Agreement Payment Date	*(enter Date)*	7/10/2019

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

		# FTE Represented
Certificated:	AMACE	50.5
Classified:	AMACE	18

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2018
and ending on:	(enter End Date)	6/30/2019

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:			
Reopeners: Yes or NO ?	Yes		

if Yes, what Areas? Yes, In the event another bargaining unit reaches agreement with a greater increase, a "Me, Too" clause shall go into effect.

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement *(Based on Year to Date (YTD) Actuals Projected through 6/30):*	$ 7,814,389.00
Current Year Salary Cost After Settlement *(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):*	$ 8,126,964.00
Total Cost Increase or (Decrease):	***$312,575.00***
Percentage Increase or (Decrease):	***4.00%***

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease) % increase or (decrease) to existing schedule	2.00%	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	2.00%	per employee
Step & column average % annual change over the prior year schedule	0.00%	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	***4.00%***	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	0.00
Indicate Total # of Work Days to be provided for fiscal year:	0.00
Indicate Total # of Instructional Days to be provided for fiscal year:	0.00

4/5

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:
The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*
(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	$ 1,631,320.00
Proposed Costs:	$ 1,697,770.00
Total Cost Increase or (decrease):	*$66,450.00*
Percentage Change:	*4.07%*

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)
Total Health and Welfare Costs:

Current Costs:	$ 628,321.00
Proposed Costs:	$ 628,321.00
Total Cost Increase or (decrease):	*$0.00*
Percentage Change:	*0.00%*

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

AMACE Health & Welfare cap is $857.42 per month and includes:Health, Vision, Dental and Life Insurance.

Current Cap:	$ 857.42	
Proposed Cap:	$ 857.42	
Average Capped Amount increase or (decrease) per employee	*$0.00*	*0.00%*

TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:
Current Year Combined Cost Before Settlement: *(data pulls from above)*
(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	*$ 7,814,389.00*	
Benefits	*$ 2,259,641.00*	
Total:		*$ 10,074,030.00*

Current Year Cost After Settlement: *(data pulls from above)*
(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	*$ 8,126,964.00*	
Benefits	*$ 2,326,091.00*	
Total:		*$ 10,453,055.00*

TOTAL COST INCREASE OR (DECREASE) *(This amount should tie to the multiyear projection sections for 1XXX-3XXX)*	*$379,025.00*
PERCENTAGE CHANGE	*3.76%*
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	*$ 94,457.09*

4/6

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Retroactive to July 1, 2018, the District will provide a one-time, off schedule payment equivalent to two percent (2.0%). This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

In the event another bargaining group reaches agreement with a greater increase, a "Me, too" clause shall go into effect.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: ***(pulls from MYP Sec. 9)***	$	128,374,855.00
Minimum State Reserve Percentage **(input %)**		3%
Minimum State Reserve Requirement: ***(Formula includes Total Exp/Uses x Minimum Reserve %)***	$	**3,851,245.65**

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: **Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)** **8/9/2019**

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s: **Batch #'s:** **mm/dd/yy**

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

4/7

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.

		Current Fiscal Year 2018 -2019		
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	ADA=9,141			9,141
LCFF Sources (8010-8099)	100,954,384.00	0.00	0.00	100,954,384.00
Remaining Revenues (8100-8799)	24,246,524.00	0.00	0.00	24,246,524.00
TOTAL	**125,200,908.00**	**0.00**	**0.00**	**125,200,908.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	45,661,798.00	252,298.00	0.00	45,914,096.00
2000 Classified Salaries	18,426,600.00	60,278.00	0.00	18,486,878.00
3000 Benefits	27,192,517.00	66,450.00	0.00	27,258,967.00
4000 Instructional Supplies	9,827,423.00	0.00	0.00	9,827,423.00
5000 Contracted Services	14,905,621.00	0.00	0.00	14,905,621.00
6000 Capital Outlay	4,522,009.00	0.00	0.00	4,522,009.00
7000 Other	5,500,129.00	0.00	0.00	5,500,129.00
TOTAL	**126,036,097.00**	**379,026.00**	**0.00**	**126,415,123.00**
OPERATING SURPLUS (DEFICIT)	**(835,189.00)**	**(379,026.00)**	**0.00**	**(1,214,215.00)**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	1,959,732.00	0.00	0.00	1,959,732.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**(2,794,921.00)**	**(379,026.00)**	**0.00**	0.00 **(3,173,947.00)**
BEGINNING FUND BALANCE 9791-92	33,775,134.00			33,775,134.00
Prior-Year Adjustments 9793-95			0.00	0.00
NET BEGINNING BALANCE	**33,775,134.00**		**0.00**	**33,775,134.00**
ENDING FUND BALANCE (EFB)	**30,980,213.00**	**(379,026.00)**	**0.00**	**30,601,187.00**
COMPONENTS OF ABOVE EFB:				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	2,715,549.00	0.00	0.00	2,715,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties (9789)	**3,839,874.87**	**11,370.78**	**0.00**	**3,851,245.65**
Unassigned/Unappropriated (9790)	**16,109,141.13**	**(390,396.78)**	**0.00**	**15,718,744.35**
State Minimum Reserves %	***17.12%***	***Meets***		***16.77%***
Are budgets in balance?	*In Balance*			*In Agreement*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 1,959,732.00			$ 1,959,732.00

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is $11,370.78 which is equal to 3% REU of the additional expenditures.

418

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	First Subsequent Year 2019 - 2020			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	104,232,914.00	0.00	0.00	104,232,914.00
Remaining Revenues (8100-8799)	17,490,260.00	0.00	0.00	17,490,260.00
TOTAL	**121,723,174.00**	**0.00**	**0.00**	**121,723,174.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	47,160,285.00	0.00	0.00	47,160,285.00
2000 Classified Salaries	18,850,517.00	0.00	0.00	18,850,517.00
3000 Benefits	29,039,462.00	0.00	0.00	29,039,462.00
4000 Instructional Supplies	6,459,021.00	0.00	0.00	6,459,021.00
5000 Contracted Services	12,369,828.00	0.00	0.00	12,369,828.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,370,636.00	0.00	0.00	3,370,636.00
TOTAL	**118,304,822.00**	**0.00**	**0.00**	**118,304,822.00**
OPERATING SURPLUS/(DEFICIT)	**3,418,352.00**	**0.00**	**0.00**	**3,418,352.00**
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,418,352.00**	**0.00**	**0.00**	**1,418,352.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	30,601,187.00			30,601,187.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**30,601,187.00**			**30,601,187.00**
ENDING FUND BALANCE (EFB)	**32,019,539.00**	**0.00**	**0.00**	**32,019,539.00**
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	3,366,806.00	0.00	0.00	3,366,806.00
Committed (9750/9760)	1,785,549.00	0.00	0.00	1,785,549.00
Assigned (9780)	4,598,417.00	0.00	0.00	4,598,417.00
Reserve Economic Uncertainties	**3,609,144.66**	**0.00**	**0.00**	**3,609,144.66**
Unassigned/Unappropriated (9790)	**18,309,197.34**	**0.00**	**0.00**	**18,309,197.34**
State Minimum Reserves %	***21.51%***	***Meets***		***21.51%***
Are budgets in balance?	*In Balance*			*In Balance*
Did you adjust reserves? s/b $0	$ -	***OK***		$ -
FUND 17 RESERVES (9789) or N/A	$ 3,959,732.00			$ 3,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 80.99%, 3.46% COLA

4/9

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

	Second Subsequent Year 2020 - 2021			
	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board-Approved Budget Before Settlement - As of _____ 3/12/2019	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
OPERATING REVENUES: LCFF ADA	9,141			9,141
LCFF Sources (8010-8099)	107,029,283.00	0.00	0.00	107,029,283.00
Remaining Revenues (8100-8799)	17,464,145.00	0.00	0.00	17,464,145.00
TOTAL	**124,493,428.00**	**0.00**	**0.00**	**124,493,428.00**
OPERATING EXPENDITURES				
1000 Certificated Salaries	48,103,491.00	0.00	0.00	48,103,491.00
2000 Classified Salaries	19,227,528.00	0.00	0.00	19,227,528.00
3000 Benefits	30,346,915.00	0.00	0.00	30,346,915.00
4000 Instructional Supplies	6,614,683.00	0.00	0.00	6,614,683.00
5000 Contracted Services	12,667,940.00	0.00	0.00	12,667,940.00
6000 Capital Outlay	1,055,073.00	0.00	0.00	1,055,073.00
7000 Other	3,366,936.00	0.00	0.00	3,366,936.00
TOTAL	**121,382,566.00**	**0.00**	**0.00**	**121,382,566.00**
OPERATING SURPLUS/(DEFICIT)	**3,110,862.00**	**0.00**	**0.00**	**3,110,862.00**
Other Sources and Transfers In	0.00	0.00	0.00	0.00
Other Uses and Transfers Out	2,000,000.00	0.00	0.00	2,000,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	**1,110,862.00**	**0.00**	**0.00**	**1,110,862.00**
BEGINNING FUND BALANCE (9791) *(Pulls from prior year EFB)*	32,019,539.00			32,019,539.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	**32,019,539.00**			**32,019,539.00**
ENDING FUND BALANCE (EFB)	**33,130,401.00**	**0.00**	**0.00**	**33,130,401.00**
COMPONENTS OF EFB (above):	*(use whole rounded numbers only)*			
Nonspendable (9711-9719)	350,425.00			350,425.00
Restricted (9740)	336,806.00			336,806.00
Committed (9750/9760)	855,549.00			855,549.00
Assigned (9780)	4,598,417.00	0.00		4,598,417.00
Reserve Economic Uncertainties	**3,701,476.98**	**0.00**	**0.00**	**3,701,476.98**
Unassigned/Unappropriated (9790)	**23,287,727.02**	**0.00**	**0.00**	**23,287,727.02**
State Minimum Reserves %	***26.70%***	***Meets***		***26.70%***
Are budgets in balance?	*In Balance*			*In Balance*
Did you adjust reserves? s/b $0	***$0.00***	***OK***		***$0.00***
FUND 17 RESERVES (9789) or N/A	$ 5,959,732.00			$ 5,959,732.00

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 80.70% COLA 2.86%

420

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

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

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. (text pulls into disclosure):

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. (text pulls into disclosure):

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

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

			Estimated
(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,893.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		$10,134.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		*759.00*
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		*7.49%*
(E)	ADA Increase/(Decrease) from Prior Year as %		*1.28%*
	Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,262.10	
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,145.41	
(F)	Total LCFF % increase or (decrease) plus ADA % change		*8.77%*
(G)	Indicate Total Settlement Percentage Change from Section 5		*3.76%*

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

CERTIFICATION

*To be signed by the **District Superintendent AND Chief Business Official** **upon submission to the Governing Board** and by **the Board President** **upon formal Board action** on the proposed agreement.*

***Districts with a Qualified or Negative Certification** : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

District Superintendent - signature — 6-18-19 *Date*

Chief Business Official - signature — 6.18.19 *Date*

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 25, 2019 *took action to approve the proposed Agreement with the* AMACE *Bargaining Unit.*

President, Governing Board - signature — 422 *Date*

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

AMACE **BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on ***06/25/19***

A. **PERIOD OF AGREEMENT:**
The proposed bargaining agreement covers the period beginning ***07/01/18***
and ending ***06/30/19***
for the following fiscal years ***, ,***

B. **TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**
The total change in costs for salaries and employee benefits in the proposed agreement:

1.	Current Year Costs Before Agreement	***$10,074,030.00***
2.	Current Year Costs After Agreement	***$10,453,055.00***
3.	Total Cost Change	***$379,025.00***
4.	Percentage Change	***3.76%***
5.	Value of a 1% Change	***94,457***

C. **PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**
The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1.	Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	 ***2.0%*** ***2.0%***
2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	
3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	***4%***
4.	Change in # of Work Days (+/-) Related to % Change	
5.	Total # of Work Days to be provided in Fiscal Year	
6.	Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	

423

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

D. **PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	2,259,641.00
2.	Cost of Benefits After Agreement	2,326,091.00
3.	Percentage Change in Total Costs	2.94%

E. **IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	$ 128,374,855.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	$ 3,851,245.65

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	$3,851,245.65
5.	Unassigned/Unappropriated (Object 9790)	$15,718,744.35
6.	**Total Reserves: (Object 9789 + 9790)**	$19,569,990.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	$1,959,732.00

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	$21,529,722.00
9.	Percentage of General Fund Expenditures/Uses	16.77%

Difference between District Reserves and Minimum State Requirement $17,678,476.35

424

F. **MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

G. **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

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

H. **NARRATIVE OF AGREEMENT**

Effective July 1, 2018, each wage range for job title represented by CSEA 648 shall be improved by 2.0%. In addition, retroactive to July 1, 2018, the District will provide a one-time, off-schedule payment equivalent to 2.0%. This payment shall be given only to employees rendering service in good standing with the District after January 31, 2019.

I. **SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

The following source(s) of funding have been identified to fund the proposed agreement

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

425

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Marysville Joint Unified **SCHOOL DISTRICT**

CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

Gary Stockey — 6-18-19
District Superintendent - signature — ***Date***

6.18.19
Chief Business Official- signature — ***Date***

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on **Tuesday, June 25, 2019** ***took action to approve the proposed Agreement with the*** **AMACE** ***Bargaining Unit.***

President, Governing Board — ***Date***
(signature)

426

Marysville Joint Unified School District

Resolution 2018-19/31

AMEND BYLAWS
OF
NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP (NCSIG)

WHEREAS, the Marysville Joint Unified School District is a Member of Northern California Schools Insurance Group and the NCSIG Board of Directors reviewed and approved the proposed amendment to the Bylaws of NCSIG on May 22, 2019 ; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District hereby approves Amendments to the NCSIG Bylaws Amended and Restated dated May 22, 2019.

APPROVED PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 25th day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott *Clerk – Board of Trustees*	Randy L. Rasmussen *President – Board of Trustees*

Northern California Schools Insurance Group

BYLAWS

Rewritten in entirety and approved by NCSIG Board of Directors on December 7, 2017 and approved by two-thirds vote of Membership to be effective March 1, 2018.

4/28

TABLE OF CONTENTS

ARTICLE I	BOARD OF DIRECTORS	3
ARTICLE II	RULES OF THE BOARD OF DIRECTORS	5
ARTICLE III	OFFICERS	5
ARTICLE IV	EXECUTIVE DIRECTOR	7
ARTICLE V	MEMBERSHIP IN NCSIG	7
ARTICLE VI	FINANCE	8
ARTICLE VII	RECEIPT AND DISBURSEMENT OF FUNDS	9
ARTICLE VIII	INVESTMENT OF FUNDS	9
ARTICLE IX	ACCOUNTS AND RECORDS	9
ARTICLE X	HOLD HARMLESS AND INDEMNIFICATION	10
ARTICLE XI	RISK MANAGEMENT	10
ARTICLE XII	WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP	11
ARTICLE XIII	DISPOSITION OF PROPERTY AND FUNDS	12
ARTICLE XIV	AMENDMENTS	12
ARTICLE XV	SEVERABILITY	12
ARTICLE XVI	SUBORDINATION	12
ARTICLE XVII	RECORDS RETENTION POLICY	12
ARTICLE XVIII	NOTICES	13
ARTICLE XIX	EFFECTIVE DATE	13
ARTICLE X	DEFINITIONS	13
APPENDIX A	NCSIG PRINCIPAL ADDRESS	15

BYLAWS

NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP JOINT POWERS AUTHORITY

PREAMBLE

Northern California Schools Insurance Group ("NCSIG") was established pursuant to the terms of a Joint Powers Agreement ("JPA Agreement") by and among its Public Educational Agencies ("PEA") for the purpose of providing the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for liability and property damage protection for the PEA's who are Members ("Members") hereof, and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding pooled coverage and group purchase insurance and reinsurance programs. Pursuant to the terms of the JPA Agreement, NCSIG has adopted these Bylaws ("Bylaws") to apply to and govern NCSIG and its Members.

ARTICLE I
BOARD OF DIRECTORS

A. A Board of Directors is hereby established to represent the NCSIG membership.

B. The Board of Directors shall be formed in the following manner. Each California County in which a majority of Public Educational Agencies in that county are members of NCSIG shall have representation on the Board of Directors. Representation from each county shall be on a weighted basis based on each county's combined Average Daily Attendance (ADA). ADA shall be as determined in the NCSIG Underwriting Policy for purposes of rate setting each year. Should a county's ADA change the county to a different size category, the change in number of Directors shall become effective at the beginning of the next fiscal year beginning July 1. Selection of Directors from each county shall be designated by the county's Superintendent of Schools and must be either a school administrator or a designated confidential employee of a member and shall serve at the pleasure of the Members in that county. Each Director shall be entitled to cast one vote in all matters requiring a vote, except in the case of an actual or potential conflict of interest.

Total County ADA		Number of Directors
0 -	7,499	2
7,500 -	24,999	3
25,000 -	Over	4

C. If a Public Educational Agency is located in a county where the majority of Public Educational Agencies are not members of NCSIG, the size category and number of votes for that Director shall be as shown in the Table below. The Director would be appointed by the Superintendent of the Public Educational Entity with qualifying ADA. All votes allocated to each Director shall be cast together and cannot be split.

430

Individual Member ADA		Votes Allocated
0 -	4,999	0
5,000 -	7,499	2
7,500 -	24,999	3
25,000 -	Over	4

D. Each Director shall ~~annually~~ designate an alternate representative from their PEA who is employed as a school administrator or a designated confidential employee that is authorized to act in the event of the absence of the appointed Director. Only the designated Director or alternate may serve on the board. Individuals may be appointed to serve as alternates by one or more Authority Members so long as the qualified alternate represents a member PEA from the same county.

E. The Board of Directors shall hold at least one regular meeting each fiscal year. The date, time, and location for each such regular meeting shall be fixed by the Board of Directors, and shall be publicly noticed prior to the meeting. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board may hold additional meetings as determined by the Board and consistent with Brown Act. Except as otherwise provided or permitted by law, all meetings of the Board are open and public. The Board of Directors will cause minutes of its meetings to be kept, and post the true and correct copies of the minutes of such meetings after Board approval.

F. The principal office for the transaction of business of NCSIG and receipt of all notices is hereby fixed and located as described in Appendix A attached hereto and incorporated herein by reference. The Board of Directors shall have the authority to change the location of the principal office.

G. The Board of Directors may establish and dissolve operating committees and establish such committees and their operating policies.

H. The Board of Directors may establish, revise and discontinue policies related to the operation of NCSIG and such approved policies are binding upon the Members unless otherwise specified by policy established by the Board of Directors.

I. The Board of Directors shall determine Contributions and the method by which Contributions will be paid to NCSIG. The Board of Directors will also provide for additional assessments during the year, if necessary or appropriate, to allow for increased costs and expenses that may occur. The Board of Directors shall insure that a complete and accurate system of accounting of the NCSIG financials are maintained at all times consistent with established auditing standards and accounting procedures.

J. The Board of Directors shall review coverages that are provided to Members and establish policies and procedures for claims administration.

43

K. The Board of Directors shall approve the terms of all related insurance, excess insurance, reinsurance and other agreements, including the terms of coverage, claims services, cost and compensation.

L. The Board of Directors shall directly or by contract provide for services required to effectively implement all aspects of the Joint Program.

M. The Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of NCSIG, and such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent or employee shall have any authority to bind NCSIG by any contract or to pledge its credit or to render it liable for any purpose.

ARTICLE II
RULES OF THE BOARD OF DIRECTORS

A. The Board of Directors may establish rules governing its own conduct and procedures and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement.

B. A quorum for the transaction of business by the Board of Directors shall consist of a majority weighted vote of the Directors or their alternate. All action shall require the approval of a majority weighted vote of the Directors or their alternate present at the meeting, unless a higher percentage vote is required by the Agreement or these Bylaws.

C. No one serving on the Board of Directors shall receive any salary or compensation from NCSIG.

D. The Board of Directors may approve reimbursement for expenses incurred.

ARTICLE III
OFFICERS

A. The principal Officers of NCSIG shall be a President, a Vice President, a Secretary/Auditor-Controller, a Treasurer, and a Finance Chair ("Officers").

B. Election of Officers:

1. The Officers of NCSIG shall be elected by the weighted vote of the Directors or his/her alternate.

2. The Officers of NCSIG shall serve a term of two years, beginning July 1 of even-numbered years.

3. Elections shall take place at the last regularly scheduled Board of Directors meeting prior to the commencement of even-numbered Program Years. Directors may make nominations of individuals who meet the requirements for the office at the time of election. If such nomination is seconded, the nominated individual shall be a candidate

for that office for which the candidate was nominated. The candidate with the greatest number of weighted votes shall be elected to the office.

4. Any person elected as an Officer may be removed at any time, with or without cause, by a majority of the weighted votes of Directors or their alternate present at the Board meeting.

5. Officers shall at all times during their term be the designated Director of a Member. In the event an Officer is no longer a designated Director of a Member, then such individual shall no longer be an Officer of NCSIG.

6. All vacancies arising may be filled at any time by the weighted vote of the Directors or their alternate present at that Board of Directors meeting.

C. The President will preside at all meetings of NCSIG. The President shall appoint the Finance Chair to serve as a NCSIG Officer and members of committees as necessary or appropriate for carrying on the activities of NCSIG. Committees appointed by the President may hold office beyond the President's term subject to the approval of the new President. The President shall execute documents on behalf of NCSIG as authorized by the Board of Directors and shall serve as the back-up liaison to the JPA Manager between this and any other organization. The President shall have authority to approve demands.

D. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President. The Vice-President shall also serve as the auditor/controller of NCSIG in the absence of the auditor-controller and shall approve demands.

E. The Secretary shall be present at all meetings of NCSIG to cause minutes to be kept, to maintain or cause to be maintained all accounting and other financial records of NCSIG, to file all financial reports of NCSIG and perform such other duties as the Board may specify. The Secretary shall also serve as the Auditor/Controller of NCSIG and shall approve demands.

F. The Treasurer shall be those specified in Sections 6505.5 or 6505.6 of the California Government Code, to cause to be received and safe kept all money coming into the treasury, to comply or cause to be complied with all laws governing the deposit and investment of funds, and to cause to be submitted a quarterly report (Treasurer's Report) to the Board summarizing receipts, disbursements, and fund balances, along with a listing of all investments and other duties as specified by the Board. The Treasurer shall have authority to approve demands.

G. The Board of Directors may appoint or elect such additional Officers, and assign such duties and authorities, as it determines.

H. The NCSIG Officers shall comprise the Claims Committee and will be subject to the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code).

ARTICLE IV
EXECUTIVE DIRECTOR

All decisions related to NCSIG shall be made by the Board of Directors. NCSIG may contract with a company with demonstrated expertise and experience to assist NCSIG with the management and operation of NCSIG ("Executive Director").

A. The Executive Director shall provide employees and/or contractors to act as JPA Manager and Associate JPA Manager(s) to:

1. Monitor the status of NCSIG's programs and operations, losses, administrative and operational costs, service companies' and Servicing Agents performance and report to the Board.

2. Prepare an annual budget.

3. Assist the Board in selecting brokers, excess insurance companies or excess insurance Joint Powers Authorities.

4. Assist the Board in selecting claims administrators, risk control consultants and other program services.

5. Contract for claims audits and actuarial studies to determine cost allocations.

6. Perform whatever functions are necessary and within the Executive Director's authority to manage the daily activities of NCSIG.

7. Conduct the business of NCSIG in a manner consistent with the standards set forth by the California Association of Joint Powers Authorities (CAJPA) for their accreditation program.

B. NCSIG shall compensate the Executive Director for services to NCSIG in such amount and manner as may be fixed from time-to-time by the Board of Directors. Details respecting compensation, termination, and other employment related matters pertaining to the Executive Director shall be governed by the Bylaws and such terms and conditions as the Board shall set forth in a contract or agreement.

ARTICLE V
MEMBERSHIP IN NCSIG

A. Membership in NCSIG shall be open to any California Public Educational Agency which has been duly approved by the Board of Directors. NCSIG shall provide application forms and establish procedures for their completion and submission for review prior to being approved.

B. Upon approval, a Public Educational Agency may become a Member of NCSIG by executing a copy of the NCSIG Joint Powers Agreement, whereby said Public Educational Agency agrees to comply with the terms of the NCSIG Joint Powers Agreement and these Bylaws, as the same may from time to time be amended and in effect.

C. NCSIG may establish special rules and terms for membership as defined in NCSIG Policies.

ARTICLE VI
FINANCE

A. NCSIG shall operate on a fiscal year from July 1st through June 30th.

B. The Board of Directors shall annually and in accordance with Policy adopt a budget showing each of the purposes for which NCSIG will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy of the budget shall be provided to each of the Directors.

C. Each Member shall pay to NCSIG each fiscal year the annual Contribution as calculated and adopted by the Board of Directors pursuant to the following:

1. Each Member's Contribution shall be based upon such Member's retention, selected coverages, ADA, Total Insured Values and other information relative to providing coverage for the Member including rating factors as established by the NCSIG Underwriting Policy.

2. Contributions are due and payable as established by the NCSIG Delinquent Contribution/Termination of Coverage Policy.

D. Each Program Year shall be accounted for separately from every other Program Year in regard to the accounting for its assets and Obligations.

1. All Contributions, Obligations, expenditures and disbursements of NCSIG that can be separately and distinctly identified by Program Year shall be accounted for separately by each Program Year.

2. Any revenues, Obligations and expenses that cannot be separately and distinctly identified to a specific Program Year may be allocated among Program Years.

3. Should the total Obligations for a Program Year exceed the total assets of that year, the Members participating in such Program Year may be assessed a Pro-Rata Share of the additional contribution required based on actuarial analysis and approved by the Board of Directors.

4. Net Position Funds may be utilized for the benefit of NCSIG as determined and approved by the Board of Directors, including but not limited to a distribution of any positive net position funds to Members.

5. NCSIG's Contingency Reserve must be met before any positive net position funds are eligible to be returned to the Members.

6. Any unanticipated non-claim expenditures, not incorporated into the current annual budget, will be assessed against the Members, as determined by the Board of Directors. The assessment, if any, will be added to the Member's subsequent Program Year's Contribution.

E. Any subrogation recoveries received by NCSIG shall be credited to NCSIG with any remaining balance refunded to the member for any incurred Self Insured Retention.

F. An account shall be established and maintained to receive monies, pay operating expenses hold reserves and pay claims of NCSIG.

ARTICLE VII
RECEIPT AND DISBURSEMENT OF FUNDS

A. Revenues of NCSIG shall be received at its principal office. The Treasurer shall cause to be safeguarded and invested funds in accordance with NCSIG's current investment policy.

B. The President, Vice-President, Secretary, Treasurer, Finance Chair, JPA Manager and Associate JPA Managers shall be authorized signatories of NCSIG's checking account. All checks disbursing funds of NCSIG shall be signed as established by action of the Board.

C. A register of all checks issued since the previous Board meeting shall be provided at each subsequent Board meeting for approval

D. The JPA Manager shall be authorized to make all expenditures for goods or services without specific approval, to the extent such funds have been included and approved by adoption of the budget or as previously approved by the Board.

ARTICLE VIII
INVESTMENT OF FUNDS

NCSIG shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of NCSIG as allowed by Section 53601 of the California Government Code.

ARTICLE IX
ACCOUNTS AND RECORDS

A . NCSIG is strictly accountable for all funds received and disbursed by it and, to that end, NCSIG shall establish and maintain such funds and accounts as may be required by Generally

436

Accepted Accounting Principles or by any provision of law or any resolution of NCSIG. Books and financial records of NCSIG shall be open to inspection at all reasonable times by representatives of the Members. NCSIG, as soon as practical after the close of each fiscal year, shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member of NCSIG.

B. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of NCSIG. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 26909 of the California Government Code and shall conform to Generally Accepted Auditing Standards. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed within six months of the end of the fiscal year under examination with the State Controller and county auditor. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants in making the audit(s) provided for herein, shall be appropriate administrative charges against the funds of NCSIG.

C. The Board of Directors shall contract with an independent claims auditor at least every two years to conduct and audit of claims paid by NCSIG and to deliver an audit report to the Board of Directors.

ARTICLE X
HOLD HARMLESS AND INDEMNIFICATION

The Board of Directors and the Officers of NCSIG, including former Directors and Officers, shall not be liable to NCSIG, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder as provided by California Government, except in the event of fraud, gross negligence, or intentional misconduct of such director or Officer. NCSIG shall defend and shall indemnify and hold harmless its Directors and Officers, including former Directors and Officers, from any claim, demand, cause of action, and damages arising out of their performance of their duties as such Directors or Officers of NCSIG, to the extent authorized by Government Code Section 995. NCSIG may purchase conventional insurance to protect NCSIG, and its participating Members or Former Members, against any such acts or omissions by its Directors and Officers, including former Directors and Officers.

ARTICLE XI
RISK MANAGEMENT

The Board of Directors of NCSIG may adopt recommended minimum standards for risk management/loss control practices. These standards and best practices shall be reviewed by each Member as part of each Member's risk management practices.

ARTICLE XII
WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

Any Member having completed three complete program years as a Member of NCSIG may withdraw from its status as a Member and party to the Joint Powers Agreement at the end of the fiscal year subject to the following terms and conditions.

A. Member must submit a written request to NCSIG JPA Manager no later than March 15 of the preceding Program Year.

B. Termination of participation in future Program years does not relieve the terminated Member of any benefits or obligations of those Program Years in which the Member participated. These obligations including payment of assessments or any other amounts due and payable, and the terminated Member shall participate in all dividends for the Program Years in which the Member participated.

C. A Member may be involuntarily terminated from membership in NCSIG upon the weighted vote of two-thirds of all the remaining Directors. Such involuntary termination shall become effective at the end of the Program Year in which the action is taken or upon such other date as the Board of Directors may specify, but in no case less than sixty days after notice of involuntary termination is given. As a result of such involuntary termination:

   a. The incurred claims, incurred but not reported claims, and all Contributions of the terminated Member applicable to Program Years of membership shall stay with NCSIG.

   b. The terminated Member shall continue to participate in each of the Program Years for which the agency was a Member.

   c. The terminated Member shall continue to be bound by the JPA Agreement and the Bylaws for the Program Years during which such agency was a Member.

D. Grounds for involuntary termination include, but are not limited to, the following:

   a. Failure or refusal to abide by the JPA Agreement or Bylaws;

   b. Failure or refusal of a Member to abide by an amendment of the JPA Agreement or Bylaws which has been adopted by the Board of Directors or by the Members of NCSIG as provided in the Agreement or these Bylaws;

   c. Failure or refusal to pay Contributions or assessments to NCSIG as provided in the Agreement or Bylaws;

   d. Failure to comply with risk management or safety programs implemented by NCSIG; or

   e. Failure of a Member to disclose a material fact to NCSIG or its JPA Manager.

438

ARTICLE XIII
DISPOSITION OF PROPERTY AND FUNDS

Upon termination of the JPA Agreement, all assets of NCSIG shall be distributed only among the parties that have been participants in the Program, including any of those parties which previously withdrew pursuant to the JPA Agreement, in and proportionate to their Deposit Premiums and Assessments paid during the term of the JPA Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this JPA Agreement has been finally resolved and there is a reasonable expectation that no new claims will be filed.

The Board is vested with all powers of NCSIG for the purpose of concluding and dissolving the business affairs of NCSIG. These powers shall include the power to require Members, including those which were participants at the time the claim arose or at the time the loss was incurred, to pay their share of any assessments deemed necessary by the Board for final disposition of all claims and losses covered by the JPA Agreement for any program year.

ARTICLE XIV
AMENDMENTS

A. Amendment to these Bylaws may be proposed by any Member of NCSIG.

B. All amendments to these Bylaws must be approved by a two-thirds (2/3) weighted vote of the members of NCSIG Board of Directors, followed by a 2/3 vote of the entire membership The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

ARTICLE XV
SEVERABILITY

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

ARTICLE XVI
SUBORDINATION

Should any portion, term, condition or provision of these Bylaws be in conflict with the JPA Agreement, the terms of the Bylaws will be subordinate to the JPA Agreement.

ARTICLE XVII
RECORDS RETENTION POLICY

NCSIG's records will be retained in accordance with the policy adopted by the Board of Directors.

ARTICLE XVIII
NOTICES

A. Notices to NCSIG shall be in writing and delivered to NCSIG.

B. Notices to Members shall be in writing and delivered to the Member.

C. Reportable claims against Members shall be reported to the Member's Servicing Agent and/or the NCSIG Claims Administrator.

ARTICLE XIX
EFFECTIVE DATE

The effective date of any amendment will be the first day of the next month following adoption, unless otherwise stated.

ARTICLE XX
DEFINITIONS

The terms in these Bylaws shall be as defined herein and in the JPA Agreement creating the Northern California Schools Insurance Group, unless otherwise specified herein.

A. "Associate JPA Manager" shall be an alternate JPA Manager in the event of a conflict of interest with the JPA Manager, in the absence of the JPA Manager, or for other duties as outlined in NCSIG documents, and will be subject to the direction and control of the Board and Executive Director.

B. "Board" or "Board of Directors" shall mean the governing body of NCSIG as determined in Article I of the Bylaws.

C. "Contribution" shall mean the amount determined by the Board of Directors as each Member's share of the cost of each Program Year of the Joint Program.

D. "Contingency Fund" shall mean the excess by which NCSIG's assets exceed the Obligations for all the Program Years measured at a point in time as determined by the Board of Directors.

E. "Director" shall be the person(s) appointed to the Board of Directors as provided for in this agreement. The Director shall have the authority to bind the Members on any and all matters relating to the business of NCSIG.

F. "Excess Insurance" shall mean that insurance purchased by NCSIG either through other Joint Powers Authorities or through commercial insurance companies to cover losses in excess of NCSIG's pooled limits.

440

G. "Executive Director" shall be the entity engaged by NCSIG under written contract for the day-to-day administration, management, and operation of NCSIG's programs of risk management and will be subject to the direction and control of the Board.

H. "JPA Agreement" shall mean the Joint Powers Agreement creating the Northern California Schools Insurance Group.

I. "JPA Manager" shall be the person (employee or contractor) of the Executive Director responsible for the day-to-day administration, management, and operation of NCSIG's programs of risk management and will be subject to the direction and control of the Board and Executive Director.

J. "Joint Program" shall mean the coverage for property and liability claims in excess of the Member's retention pursuant to NCSIG's coverage documents along with the purchasing of insurance or reinsurance or the setting aside of funds and reserves to pay for a self-insured retention or for losses not covered by insurance or reinsurance of such claims.

K. "Servicing Agent" shall be the person or entity designated by the Members to act on their behalf in providing insurance services as determined by the Servicing Agent Policy.

L. "Member" shall mean any Public Educational Agency who has been approved by the NCSIG Board of Directors for membership in NCSIG and is bound by the NCSIG JPA Agreement, Bylaws and other program policies which may be amended from time to time.

M. "NCSIG" shall mean the Northern California Schools Insurance Group.

N. "Obligations" shall mean to include, but not limited to, all payments required by law together with any other legal obligations incurred or potentially payable by NCSIG pursuant to the JPA Agreement or these Bylaws.

O. "Program Year" shall mean one year of the Joint Program separate from each and every other Program Year and shall operate on fiscal year from July 1st through June 30th, or as otherwise determined by the Board of Directors.

P. "Pro-Rata Share" shall mean the ratio of each Member's Contribution in proportion to the total of all Members' Contributions for each Program Year.

Q. "Public Educational Agency" shall include individual school districts, community college districts, Regional Occupational Center or Program, County Superintendent of Schools or Board of Education, Charter Schools sponsored by NCSIG Members, or other Joint Powers Authorities approved by the NCSIG Board of Directors for membership.

R. "Subrogation" shall mean the recovery of payments which NCSIG has made on behalf of a Member.

APPENDIX "A"

The principal address of the Northern California Schools Insurance Group (NCSIG) for the transaction of business and receipt of all notices shall be:

EXECUTIVE DIRECTOR

NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP

310 HEMSTED DRIVE, SUITE 200

REDDING, CA 96002

442

Marysville Joint Unified School District

Resolution 2018-19/32

AMENDING THE JOINT POWERS AGREEMENT FORMING THE SCHOOLS RISK AND INSURANCE MANAGEMENT AUTHORITY

WHEREAS, on December 30,1978, the Schools Risk and Insurance Management Authority (SRIMG) was created for the purpose of jointly funding certain liabilities incurred by the parties to the Agreement and providing risk management services to reduce such losses; and

WHEREAS, while the Joint Powers Agreement was originally drafted in 1978 and revised in 2016, additional revisions are necessary to amend the withdrawal notice date to be December 31st, in alignment with program documents; and

WHEREAS, the Board of Trustees recognizes these changes and the need to amend the joint powers agreement to enable SRIMG to achieve consistency with program documentation; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accepts the changes to the Agreement as presented; and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes Michael Hodson the Assistant Superintendent of Business Services to sign the amended agreement that shall enable the Marysville Joint Unified School District to continue to enjoy the joint funding of liabilities and risk management programs provided by the authority.

APPROVED PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 25th day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott *Clerk – Board of Trustees*	Randy L. Rasmussen *President – Board of Trustees*

A JOINT POWERS AGREEMENT

FORMING THE

SCHOOLS RISK AND INSURANCE

MANAGEMENT GROUP

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

Recitals

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

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

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

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

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

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

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

444

Business Services Department
Approval : UA
Date: 6.13.19

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

ARTICLE II - PURPOSES

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

ARTICLE III - DEFINITIONS

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

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

445

i. **Representative** shall mean the representative or alternate appointed by the **Member** in accordance with Article VIII, below.

j. **Voting Member** shall mean a **Member** that has been approved by the **Joint Powers Board** and is entitled to vote. Exhibit A, which is attached to this **Agreement** and incorporated herein, lists the **Voting Members.** Exhibit A will be amended without further approval upon a change in **Voting Members.**

ARTICLE IV - MEMBERS

A. ELIGIBILITY

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

B. MEMBERS' OBLIGATIONS

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

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

ARTICLE V - WITHDRAWAL AND EXPULSION

A. WITHDRAWAL

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

446

B. EXPULSION

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

C. EFFECTS OF WITHDRAWAL OR EXPULSION

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

ARTICLE VI - DISSOLUTION

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

ARTICLE VII - BYLAWS

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

ARTICLE VIII - JOINT POWERS BOARD

A. COMPOSITION

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

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

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

B. POWERS OF THE JOINT POWERS BOARD

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

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

a. Approve a new **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board;**

b. Expel a **Member** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board;**

c. Create or dissolve a **Program** with a two-thirds affirmative vote of the **Representatives** or alternates voting at a regular or special meeting of the **Joint Powers Board**;

d. Amend the **Bylaws**;

e. Adopt the annual budget of the **Group**;

f. Adopt an investment policy;

g. Elect the members of the **Executive Committee;**

h. Elect the officers of the **Group;** and

i. Declare assessments and dividends.

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

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

448

ARTICLE IX - INDEMNIFICATION

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

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

ARTICLE X - STRICT ACCOUNTABILITY OF FUNDS

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

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

ARTICLE XI - FISCAL YEAR

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

ARTICLE XII - ANNUAL BUDGET

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

ARTICLE XIII - NOTICES

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

ARTICLE XIV - PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE XV - AMENDMENTS

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

ARTICLE XVI - SEVERABILITY

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

ARTICLE XVII - AGREEMENT COMPLETE

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

ARTICLE XVIII - EXECUTION IN COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement as of the _____day of _____, 2019.

Member: Marysville Joint Unified School District

By: Michael Hodson

Title: Asst. Supt. of Business Services

Date: _____

450

Exhibit A

VOTING MEMBERS OF

SCHOOLS INSURANCE AND RISK MANAGEMENT AUTHORITY

The following **Members** are **Voting Members** of Schools Insurance and Risk Management Authority:

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

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

451

Acknowledgement of Non-Voting Member

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

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

Member: _____

By: _____

Title: _____

Date: _____

452

Marysville Joint Unified School District

Resolution 2018-19/33

THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12-31-2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01-01-2018); and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Marysville Joint Unified School District; and

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Marysville Joint Unified School District has determined to spend the monies received from the Education Protection Act as follows:

Fiscal Year	Revenue	Expenditure Function 1000-1999 (Instructional)
2018-19	$14,142,812	$14,142,812
2019-20 (estimated)	$14,122,317	$14,122,317

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on this 25th day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott
Clerk – Board of Trustees

Randy L. Rasmussen
President – Board of Trustees

454

Marysville Joint Unified School District

Resolution 2018-19/34

THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12-31-2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01-01-2018); and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Marysville Joint Unified School District; and

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Marysville Joint Unified School District has determined to spend the monies received from the Education Protection Act as follows:

Fiscal Year	Revenue	Expenditure Function 1000-1999 (Instructional)
2018-19	$571,220	$571,220
2019-20 (estimated)	$652,278	$652,278

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on this 25th day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Scott
Clerk – Board of Trustees

Randy L. Rasmussen
President – Board of Trustees

456