



PREPARED FOR

Travis Barnett
Marysville Joint Unified
(530) 933-8675
tbarnett@mjud.com

03/30/2020

Marysville High-Boys Locker
Room-Lockers

Proposal Number 1-2-19046

Contact

Kevin Koschik
1800 E. McFadden Ave.
Santa Ana, CA
(916) 870-8786
Kevin.Koschik@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

302

Initials _____

Proposal Number 1-2-19046

303



Proposal: 1-2-19046

To: Marysville Joint Unified
1919 B St.,
Marysville
California
95901

Date: March 30, 2020
Terms: Net 30

c/o: Marysville Joint Unified
RA: Kevin Koschik
RA Phone: (916) 870-8786
RA Email: Kevin.Koschik@theKYAgroup.com
Site: Marysville High
Address: 12 East 18th St.,
95901

Site Qualifications and General Scope of Work

Per Wiseburn USD 2018 Piggyback Contract #3

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

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*This is a legal agreement - please read carefully
Complete and Initial all pages*

Proposal Number 1-2-19046



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner-supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

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*This is a legal agreement - please read carefully
Complete and initial all pages*

Proposal Number 1-2-19046



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

Kevin Koschik

By: (Print)

Penny Lauseng

By: (Print)

Kevin Koschik

Title:

*Assistant Superintendent of
Business Services*

Title:

Regional Advisor

Date:

Date:

March 30, 2020

Initials _____

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Complete and initial all pages.*

Proposal Number 1-2-19046

Appendix A.**PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES**Project Authorization No. **2020-JKAE-2**

Date of Project Authorization: February 27, 2020

ARCHITECT's Project No.: **20-TBD**

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated May 29, 2018 (pending final executed date) by and between the Marysville Joint Unified School District and Jordan Knighton Architects, Inc. dba. JK Architecture Engineering (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize JK Architecture Engineering (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Project: New Modular Daycare Building, Associated Site Work & ADA Upgrades
See Appendix C.

1.2 Location(s): Linda Elementary School

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: ARCHITECT will provide architectural and engineering services to assist District with design & installation of (1) new modular daycare building (1 classroom of 1440 SF) to be set on permanent foundation at grade. Complex will be located near the front of the campus next to the three other daycare classrooms and will include accessible path of travel connection to public right of way, ADA parking upgrades, and utility connections to site. Scope also includes Fire Alarm design and connection to campus-wide system.

2.2 Initial Construction Budget: *(see attached preliminary budget sheet – Appendix B)*

Estimated Site Work	\$330,000
Estimated Modular Classroom	\$315,000
Estimated Construction Contingency (5%)	\$ 32,250
Estimated Total Construction Cost	\$677,250

Note: Proposal is based on option as described above in 2.1 and Appendix B.

2.3 Preliminary Schedule Milestones:

• Schematic Design	4 weeks
• Construction Documents	8 weeks
• DSA/Agency Approval	Presume DSA over-the-counter
• Bid Support	4 weeks
• Construction Administration/Post-Construction	10 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

- X Site Analysis
- X Schematic Design

- X Construction Documents
- X Bidding and/or Negotiation
- X Construction Administration
- X Post-Construction

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Civil Engineer: Warren Consulting Engineers, Inc.
 Electrical/Fire Alarm Engineer: The Engineering Enterprise

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

Mechanical/Plumbing Engineer: NA
 Cost Estimating: Sierra West (site work only...modular costs by modular vendor)
 Civil Engineer: Grading, Drainage, and Wet Utilities
 Structural Engineer: NA...footings and building structural engineering by modular vendor
 Theater Consultant: NA
 Audio/Visual Consultant: NA
 Acoustic Engineer/Designer: NA
 Traffic Engineer: NA
 Pool Consultant: NA
 Energy Consultant: NA

4. ARCHITECT's COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

Schematic Design	(25%)	\$18,280.00
Construction Documents	(40%)	\$29,248.00
DSA/Agency Review	(5%)	\$ 3,656.00
Bidding and Negotiations	(5%)	\$ 3,656.00
Construction Administration	(25%)	\$18,280.00
Total Fixed Phased Fee		\$73,120.00

Fee Notes: See Appendix C for Fee Contractual Fee Calculation. The following Engineering Fees are included in the Total Fixed Phased Fee above.

Civil Engineer	\$ 9,000.00
Electrical Engineer	\$ 9,900.00
Cost Estimator	\$ 3,000.00
Reimbursable Expenses	\$ 1,000.00

TOTAL NOT-TO-EXCEED COMPENSATION \$74,120.00

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.
- 4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 The ARCHITECT shall be paid additional fee for the following services: Fire Sprinkler design is not anticipated based on preliminary code research and is therefore excluded from this proposal. Storm Water Pollution Prevention Plan is not anticipated given site development of less than 1 acre.
- 5.2 Special provisions for this project include: None

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Civil Engineer:	Warren Consulting Engineers
Electrical/Fire Alarm Engineer:	The Engineering Enterprise
Landscape Architect:	Yamasaki Landscape Architecture
Cost Estimator:	Sierra West

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

Penny Lauseng, Assistant Superintendent of Business Services

Date: _____

JK Architecture Engineering, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603



Name: Chris Vicencio, AIA, NCARB, LEED AP, DBIA
CA Architecture License # C-26985
Title: Partner

Date: February 27, 2020

Marysville Joint Unified School DISTRICT
MJUSD Linda Elementary – Daycare Modular Classroom

310

Appendix B

MJUSD - Linda Elementary (1 modularized daycare classroom at grade)

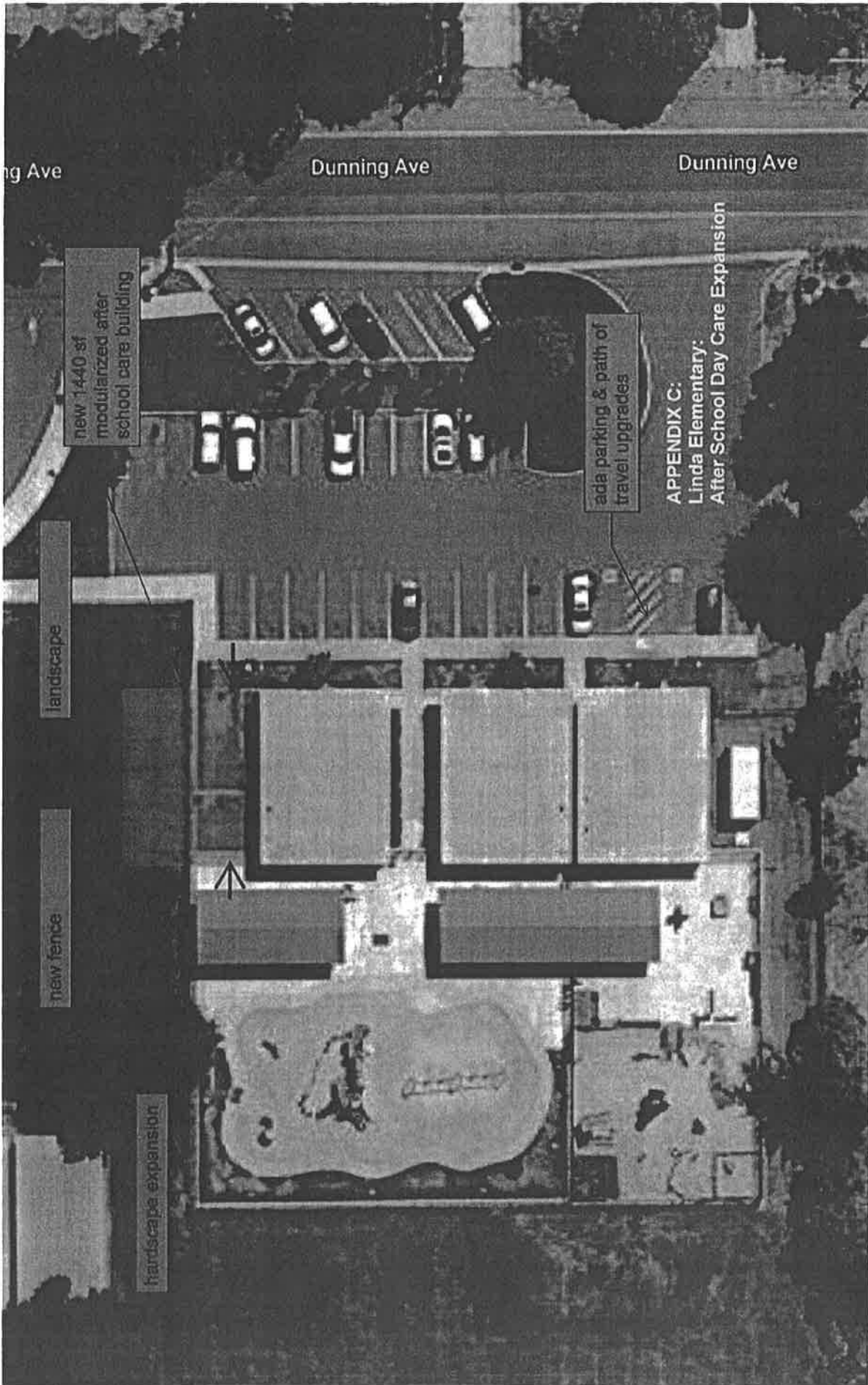
Preliminary Project Cost Estimate



2/25/2020

Base Cost - Estimated AMS Proposal includes restrooms	\$	250,000
<u>Alternates - AMS Proposal</u>		
In-Plant Stucco (NA)	\$	-
Cabinets	\$	30,000
Mechanical Units (Indoor Bard)	\$	35,000
Subtotal - Alternates	\$	65,000
Modular Building Total - Construction Cost	\$	315,000
Square Footage - SF	\$	1,440
Cost per SF	\$	219
Est. Sitework- including utilities, ADA parking lot upgrades and path of travel upgrades.	\$	225,000
Foundation Constructed by General Contractor	\$	75,000
Sitework Subtotal	\$	300,000
Design Contingency - Sitework Only 10%	\$	30,000
Sitework Total - Construction Cost	\$	330,000
Sitework + Building Total	\$	645,000
Construction Contingency (Change Orders, etc.) 5%	\$	32,250
Total Construction Hard Costs - Est. Construction Costs - Building and Sitework	\$	677,250
Soft Costs - DSA Fees, Inspections, A & E Fees, etc. 25%	\$	169,313
Total Project Costs	\$	846,563

311



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

This amendment to EMPLOYMENT CONTRACT BETWEEN RAMIRO CARREÓN AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 23rd day of June 2020, ("Effective Date"), by and between Ramiro Carreón ("Assistant Superintendent of Personnel Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

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

B. Annual Adjustment to Salary

The ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES' annual compensation will be adjusted by two point zero percent (2%), retroactive to 7/1/2019, which is the same percentage increase offered to other certificated managers in the DISTRICT.

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

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Ramiro G. Carreón
Assistant Superintendent/Personnel Services

Date

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT
WITH THE Assistant Superintendent, Personnel Services BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 6/23/2020
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 8/7/2020
Estimated Agreement Payment Date (enter Date) 7/10/2020

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: <u>Assistant Superintendent, Personnel Services</u>	<u>1</u>
Classified: <u></u>	<u></u>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2019
and ending on: (enter End Date) 6/30/2020

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

Fiscal Years:			
Reopeners: Yes or NO ?	<u>No</u>		

if Yes, what Areas?

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): \$ 202,229.29

Current Year Salary Cost After Settlement
(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 206,273.88

Total Cost Increase or (Decrease):	<u>\$4,044.59</u>
Percentage Increase or (Decrease):	<u>2.00%</u>

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

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

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

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:	\$ 40,571.22
Proposed Costs:	\$ 41,376.90
Total Cost Increase or (decrease):	\$805.68
Percentage Change:	1.99%

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

Total Health and Welfare Costs:

Current Costs:	\$ 9,357.96
Proposed Costs:	\$ 9,357.96
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.)

Cabinet Health & Welfare monthly cap includes: Health, Vision, Dental, and Life. The monthly cap rates are as follows: Assistant Superintendent - \$779.83.

Current Cap:	\$ 779.83	
Proposed Cap:	\$ 779.83	
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	\$ 202,229.29	
Benefits	\$ 49,929.18	
Total:		\$ 252,158.47

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 206,273.88	
Benefits	\$ 50,734.86	
Total:		\$ 257,008.74

TOTAL COST INCREASE OR (DECREASE)	\$4,850.27
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
PERCENTAGE CHANGE	1.92%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 2,428.01

315

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).

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.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*
 Minimum State Reserve Percentage *(input %)*
 Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	133,641,252.00
	3%
\$	4,009,237.56

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)

8/7/2020

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

316

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.

		Current Fiscal Year			2019-2020
<div>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.</div>		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board- Approved Budget Before Settlement - As of _____ 3/10/2020	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=9137			9,137
LCFF Sources	(8010-8099)	101,728,530.00	0.00	0.00	101,728,530.00
Remaining Revenues	(8100-8799)	25,770,040.00	0.00	0.00	25,770,040.00
TOTAL		127,498,570.00	0.00	0.00	127,498,570.00
OPERATING EXPENDITURES					
1000 Certificated Salaries		49,358,544.00	4,044.59	0.00	49,362,588.59
2000 Classified Salaries		20,768,740.00	0.00	0.00	20,768,740.00
3000 Benefits		31,986,108.00	805.68	0.00	31,986,913.68
4000 Instructional Supplies		9,582,851.00	0.00	0.00	9,582,851.00
5000 Contracted Services		13,237,346.00	0.00	0.00	13,237,346.00
6000 Capital Outlay		3,856,397.00	0.00	0.00	3,856,397.00
7000 Other		2,717,283.00	0.00	0.00	2,717,283.00
TOTAL		131,507,269.00	4,850.00	0.00	131,512,119.00
OPERATING SURPLUS (DEFICIT)		(4,008,699.00)	(4,850.00)	0.00	(4,013,549.00)
Other Sources and Transfers In		0.00	0.00	0.00	0.00
Other Uses and Transfers Out		2,129,133.00	0.00	0.00	2,129,133.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE		(6,137,832.00)	(4,850.00)	0.00	(6,142,682.00)
BEGINNING FUND BALANCE 9791-92		34,582,729.00			34,582,729.00
Prior-Year Adjustments 9793-95				0.00	0.00
NET BEGINNING BALANCE		34,582,729.00		0.00	34,582,729.00
ENDING FUND BALANCE (EFB)		28,444,897.00	(4,850.00)	0.00	28,440,047.00
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)		350,425.00	0.00	0.00	350,425.00
Restricted (9740)		4,060,579.00	0.00	0.00	4,060,579.00
Committed (9750/9760)		1,785,549.00	0.00	0.00	1,785,549.00
Assigned (9780)		4,530,041.00	0.00	0.00	4,530,041.00
Reserve Economic Uncertainties (9789)		4,009,092.06	145.50	0.00	4,009,237.56
Unassigned/Unappropriated (9790)		13,709,210.94	(4,995.50)	0.00	13,704,215.44
State Minimum Reserves %		16.98%	Meets		16.97%
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		\$ 4,968,328.00			\$ 4,968,328.00

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 \$145.50 which is equal to 3% REU of the additional expenditures.

317

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2020-2021			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of <u>3/10/2020</u>	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)
9,137			9,137
OPERATING REVENUES: LCFF ADA			
LCFF Sources (8010-8099)	104,123,144.00	0.00	104,123,144.00
Remaining Revenues (8100-8799)	22,543,932.00	0.00	22,543,932.00
TOTAL	126,667,076.00	0.00	126,667,076.00

OPERATING EXPENDITURES

1000 Certificated Salaries	49,139,043.00	0.00	0.00	49,139,043.00
2000 Classified Salaries	21,014,658.00	0.00	0.00	21,014,658.00
3000 Benefits	34,121,157.00	0.00	0.00	34,121,157.00
4000 Instructional Supplies	7,248,709.00	0.00	0.00	7,248,709.00
5000 Contracted Services	13,131,950.00	0.00	0.00	13,131,950.00
6000 Capital Outlay	2,075,036.00	0.00	0.00	2,075,036.00
7000 Other	2,523,592.00	0.00	0.00	2,523,592.00
TOTAL	129,254,145.00	0.00	0.00	129,254,145.00

OPERATING SURPLUS/(DEFICIT)

	(2,587,069.00)	0.00	0.00	(2,587,069.00)
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,129,133.00	0.00	0.00	2,129,133.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(4,716,202.00)	0.00	0.00	(4,716,202.00)

BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

28,440,047.00			28,440,047.00
			0.00
28,440,047.00			28,440,047.00

ENDING FUND BALANCE (EFB)

23,723,845.00	0.00	0.00	23,723,845.00
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COMPONENTS OF EFB (above):

Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	4,060,579.00	0.00	0.00	4,060,579.00
Committed (9750/9760)	855,549.00	0.00	0.00	855,549.00
Assigned (9780)	4,530,041.00	0.00	0.00	4,530,041.00
Reserve Economic Uncertainties	3,941,498.34	0.00	0.00	3,941,498.34
Unassigned/Unappropriated (9790)	9,985,752.66	0.00	0.00	9,985,752.66
State Minimum Reserves %	15.90%	Meets		15.90%
Are budgets in balance?	In Balance	OK		In Balance
Did you adjust reserves? s/b \$0	\$ -			\$ -
FUND 17 RESERVES (9789) or N/A	\$ 6,968,328.00			\$ 6,968,328.00

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

LCFF 100%, Unduplicated 80.53%, 3.0% COLA

318

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2021 - 2022			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of <u>3/10/2020</u>	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)
9,137			9,137
OPERATING REVENUES: LCFF ADA			
LCFF Sources (8010-8099)	107,036,521.00	0.00	107,036,521.00
Remaining Revenues (8100-8799)	22,508,817.00	0.00	22,508,817.00
TOTAL	129,545,338.00	0.00	129,545,338.00

OPERATING EXPENDITURES

1000 Certificated Salaries	50,121,824.00	0.00	0.00	50,121,824.00
2000 Classified Salaries	21,434,951.00	0.00	0.00	21,434,951.00
3000 Benefits	35,513,885.00	0.00	0.00	35,513,885.00
4000 Instructional Supplies	7,445,831.00	0.00	0.00	7,445,831.00
5000 Contracted Services	13,494,068.00	0.00	0.00	13,494,068.00
6000 Capital Outlay	2,075,036.00	0.00	0.00	2,075,036.00
7000 Other	2,523,592.00	0.00	0.00	2,523,592.00
TOTAL	132,609,187.00	0.00	0.00	132,609,187.00

OPERATING SURPLUS/(DEFICIT)

(3,063,849.00)	0.00	0.00	(3,063,849.00)
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Other Sources and Transfers In
Other Uses and Transfers Out
CURRENT YEAR INCREASE/
(DECREASE) TO FUND BALANCE

	0.00	0.00	0.00
2,089,599.00	0.00	0.00	2,089,599.00
(5,153,448.00)	0.00	0.00	(5,153,448.00)

BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

23,723,845.00			23,723,845.00
			0.00
23,723,845.00			23,723,845.00

ENDING FUND BALANCE (EFB)

18,570,397.00	0.00	0.00	18,570,397.00
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COMPONENTS OF EFB (above):

(use whole rounded numbers only)

Nonspendable (9711-9719)	350,425.00			350,425.00
Restricted (9740)	4,060,579.00			4,060,579.00
Committed (9750/9760)	0.00			0.00
Assigned (9780)	4,530,041.00	0.00		4,530,041.00
Reserve Economic Uncertainties	4,040,963.58	0.00	0.00	4,040,963.58
Unassigned/Unappropriated (9790)	5,588,388.42	0.00	0.00	5,588,388.42
State Minimum Reserves %	13.81%	Meets		13.81%
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	\$ 8,968,328.00			\$ 8,968,328.00

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

LCFF 100%, Unduplicated 80.26% COLA 2.8%

319

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, 2019, each wage range for job title - Assistant Superintendent Personnel Services shall be improved by 2.0%.

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.

320

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):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated \$11,198.00
(B)	Less Prior-Year (PY) LCFF BASIC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	\$10,887.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)	311.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)	2.86%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	0.60%
	9,364.68	
	9,308.71	
(F)	Total LCFF % increase or (decrease) plus ADA % change	3.46%
(G)	Indicate Total Settlement Percentage Change from Section 5	1.92%

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

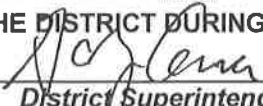
CERTIFICATION

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

6-15-20
Date


Chief Business Official - signature

6-15-20
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 23, 2020 took action to approve the proposed Agreement with the Assistant Superintendent, Personnel Services Bargaining Unit.


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

Assistant Superintendent, Personnel Services

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

06/23/20

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years

07/01/19

06/30/20

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

\$252,158.47

2. Current Year Costs After Agreement

\$257,008.74

3. Total Cost Change

\$4,850.27

4. Percentage Change

1.92%

5. Value of a 1% Change

2,428

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. Step & Column
(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

2%

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)

322

**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	49,929.18
2.	Cost of Benefits After Agreement	50,734.86
3.	Percentage Change in Total Costs	1.61%

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:	\$ 133,641,252.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 4,009,237.56

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)	\$4,009,237.56
5.	Unassigned/Unappropriated (Object 9790)	\$13,704,215.44
6.	Total Reserves: (Object 9789 + 9790)	\$17,713,453.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	\$4,968,328.00
----	--	-----------------------

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$22,681,781.00
9.	Percentage of General Fund Expenditures/Uses	16.97%
Difference between District Reserves and Minimum State Requirement		\$18,672,543.44

323

**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, 2019, each wage range for job title - Assistant Superintendent Personnel Services shall be improved by 2.0%.

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.

324

**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.


District Superintendent - signature

6-15-20
Date


Chief Business Official- signature

6-15-20
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 23, 2020 took action to approve the proposed Agreement with the Assistant Superintendent, Personnel Services Bargaining Unit.

President, Governing Board
(signature)

Date

325

**ADDENDUM TO
EMPLOYMENT CONTRACT
between
PENNY LAUSENG
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This amendment to EMPLOYMENT CONTRACT BETWEEN PENNY LAUSENG AND THE BOARD OF TRUSTEES FOR THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY, CALIFORNIA ("Amendment") is made this 23rd day of June 2020, ("Effective Date"), by and between Penny Lauseng ("Assistant Superintendent of Business Services"), and the Board of Trustees for the Marysville Joint Unified School District, a local education agency ("Board") (collectively the "Parties").

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

B. Annual Adjustment to Salary

The ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES' annual compensation will be adjusted by two point zero percent (2%), retroactive to 7/1/2019, which is the same percentage increase offered to other classified managers in the DISTRICT.

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

Randy L. Rasmussen, President of the Governing Board

Date

I hereby accept this offer to adjust my salary.

Penny Lauseng
Assistant Superintendent/Business Services

Date

326

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT
 WITH THE Assistant Superintendent, Business Services BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 6/23/2020
 Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 8/7/2020
 Estimated Agreement Payment Date (enter Date) 7/10/2020

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: <u></u>	<u></u>
Classified: <u>Assistant Superintendent, Business Services</u>	<u>1</u>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2019
 and ending on: (enter End Date) 6/30/2020

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

Fiscal Years:	<u></u>	<u></u>	<u></u>
Reopeners: Yes or NO ?	<u>No</u>	<u></u>	<u></u>

if Yes, what Areas?

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): \$ 111,845.34

Current Year Salary Cost After Settlement
 (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 114,082.25

Total Cost Increase or (Decrease):	<u>\$2,236.91</u>
Percentage Increase or (Decrease):	<u>2.00%</u>

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) per employee

Step & column

average % annual change over the prior year schedule 0.00% per employee

TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE 2.00% per employee

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

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:	\$ 30,780.96
Proposed Costs:	\$ 31,294.13
Total Cost Increase or (decrease):	\$513.17
Percentage Change:	1.67%

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

Total Health and Welfare Costs:

Current Costs:	\$ 4,834.16
Proposed Costs:	\$ 4,834.16
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.)

Cabinet Health & Welfare monthly cap includes: Health, Vision, Dental, and Life. The monthly cap rates are as follows: Assistant Superintendent - \$779.83.

Current Cap:	\$ 779.83	
Proposed Cap:	\$ 779.83	
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	\$ 111,845.34	
Benefits	\$ 35,615.12	
Total:		\$ 147,460.46

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 114,082.25	
Benefits	\$ 36,128.29	
Total:		\$ 150,210.54

TOTAL COST INCREASE OR (DECREASE)	\$2,750.08
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
PERCENTAGE CHANGE	1.86%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 1,426.26

328

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).

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.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*
 Minimum State Reserve Percentage (input %)
 Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	133,639,152.00
	3%
\$	4,009,174.56

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)

8/7/2020

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.

329

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.

		Current Fiscal Year			2019-2020
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
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.		Latest Board- Approved Budget Before Settlement - As of 3/10/2020	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=9,137			9,137
LCFF Sources (8010-8099)		101,728,530.00	0.00	0.00	101,728,530.00
Remaining Revenues (8100-8799)		25,770,040.00	0.00	0.00	25,770,040.00
TOTAL		127,498,570.00	0.00	0.00	127,498,570.00
OPERATING EXPENDITURES					
1000 Certificated Salaries		49,358,544.00	0.00	0.00	49,358,544.00
2000 Classified Salaries		20,768,740.00	2,236.91	0.00	20,770,976.91
3000 Benefits		31,986,108.00	513.17	0.00	31,986,621.17
4000 Instructional Supplies		9,582,851.00	0.00	0.00	9,582,851.00
5000 Contracted Services		13,237,346.00	0.00	0.00	13,237,346.00
6000 Capital Outlay		3,856,397.00	0.00	0.00	3,856,397.00
7000 Other		2,717,283.00	0.00	0.00	2,717,283.00
TOTAL		131,507,269.00	2,750.00	0.00	131,510,019.00
OPERATING SURPLUS (DEFICIT)		(4,008,699.00)	(2,750.00)	0.00	(4,011,449.00)
Other Sources and Transfers In		0.00	0.00	0.00	0.00
Other Uses and Transfers Out		2,129,133.00	0.00	0.00	2,129,133.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE		(6,137,832.00)	(2,750.00)	0.00	(6,140,582.00)
BEGINNING FUND BALANCE 9791-92		34,582,729.00			34,582,729.00
Prior-Year Adjustments 9793-95				0.00	0.00
NET BEGINNING BALANCE		34,582,729.00		0.00	34,582,729.00
ENDING FUND BALANCE (EFB)		28,444,897.00	(2,750.00)	0.00	28,442,147.00
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)		350,425.00	0.00	0.00	350,425.00
Restricted (9740)		4,060,579.00	0.00	0.00	4,060,579.00
Committed (9750/9760)		1,785,549.00	0.00	0.00	1,785,549.00
Assigned (9780)		4,530,041.00	0.00	0.00	4,530,041.00
Reserve Economic Uncertainties (9789)		4,009,092.06	82.50	0.00	4,009,174.56
Unassigned/Unappropriated (9790)		13,709,210.94	(2,832.50)	0.00	13,706,378.44
State Minimum Reserves %		16.98%	Meets		16.97%
Are budgets in balance?		In Balance	OK		In Agreement
Did you adjust reserves? s/b \$0		\$0.00			\$0.00
FUND 17 RESERVES (9789) or N/A		\$ 4,968,328.00			\$ 4,968,328.00

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 \$82.50 which is equal to 3% REU of the additional expenditures.

330

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2020-2021			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of 3/10/2020	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)
9,137			9,137
OPERATING REVENUES: LCFF ADA			
LCFF Sources (8010-8099)	104,123,144.00	0.00	104,123,144.00
Remaining Revenues (8100-8799)	22,543,932.00	0.00	22,543,932.00
TOTAL	126,667,076.00	0.00	126,667,076.00

OPERATING EXPENDITURES

1000 Certificated Salaries	49,139,043.00	0.00	0.00	49,139,043.00
2000 Classified Salaries	21,014,658.00	0.00	0.00	21,014,658.00
3000 Benefits	34,121,157.00	0.00	0.00	34,121,157.00
4000 Instructional Supplies	7,248,709.00	0.00	0.00	7,248,709.00
5000 Contracted Services	13,131,950.00	0.00	0.00	13,131,950.00
6000 Capital Outlay	2,075,036.00	0.00	0.00	2,075,036.00
7000 Other	2,523,592.00	0.00	0.00	2,523,592.00
TOTAL	129,254,145.00	0.00	0.00	129,254,145.00

OPERATING SURPLUS/(DEFICIT)

Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,129,133.00	0.00	0.00	2,129,133.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(4,716,202.00)	0.00	0.00	(4,716,202.00)

BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

28,442,147.00			28,442,147.00
			0.00
28,442,147.00			28,442,147.00

ENDING FUND BALANCE (EFB)

23,725,945.00	0.00	0.00	23,725,945.00
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COMPONENTS OF EFB (above):

Nonspendable (9711-9719)	350,425.00	0.00	0.00	350,425.00
Restricted (9740)	4,060,579.00	0.00	0.00	4,060,579.00
Committed (9750/9760)	855,549.00	0.00	0.00	855,549.00
Assigned (9780)	4,530,041.00	0.00	0.00	4,530,041.00
Reserve Economic Uncertainties	3,941,498.34	0.00	0.00	3,941,498.34
Unassigned/Unappropriated (9790)	9,987,852.66	0.00	0.00	9,987,852.66
State Minimum Reserves %	15.91%	Meets		15.91%
Are budgets in balance?	In Balance			In Balance
Did you adjust reserves? s/b \$0	\$ -	OK		\$ -
FUND 17 RESERVES (9789) or N/A	\$ 6,968,328.00			\$ 6,968,328.00

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

LCFF 100%, Unduplicated 80.53%, 3.0% COLA

331

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2021 - 2022

	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board- Approved Budget Before Settlement - As of <u>3/10/2020</u>	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	9,137			9,137
LCFF Sources (8010-8099)	107,036,521.00	0.00	0.00	107,036,521.00
Remaining Revenues (8100-8799)	22,508,817.00	0.00	0.00	22,508,817.00
TOTAL	129,545,338.00	0.00	0.00	129,545,338.00

OPERATING EXPENDITURES

1000 Certificated Salaries	50,121,824.00	0.00	0.00	50,121,824.00
2000 Classified Salaries	21,434,951.00	0.00	0.00	21,434,951.00
3000 Benefits	35,513,885.00	0.00	0.00	35,513,885.00
4000 Instructional Supplies	7,445,831.00	0.00	0.00	7,445,831.00
5000 Contracted Services	13,494,068.00	0.00	0.00	13,494,068.00
6000 Capital Outlay	2,075,036.00	0.00	0.00	2,075,036.00
7000 Other	2,523,592.00	0.00	0.00	2,523,592.00
TOTAL	132,609,187.00	0.00	0.00	132,609,187.00

OPERATING SURPLUS/(DEFICIT)

	(3,063,849.00)	0.00	0.00	(3,063,849.00)
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	2,089,599.00	0.00	0.00	2,089,599.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(5,153,448.00)	0.00	0.00	(5,153,448.00)

BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

23,725,945.00			23,725,945.00
			0.00
23,725,945.00			23,725,945.00

ENDING FUND BALANCE (EFB)

18,572,497.00	0.00	0.00	18,572,497.00
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COMPONENTS OF EFB (above):

(use whole rounded numbers only)

Nonspendable (9711-9719)	350,425.00			350,425.00
Restricted (9740)	4,060,579.00			4,060,579.00
Committed (9750/9760)	0.00			0.00
Assigned (9780)	4,530,041.00	0.00		4,530,041.00
Reserve Economic Uncertainties	4,040,963.58	0.00	0.00	4,040,963.58
Unassigned/Unappropriated (9790)	5,590,488.42	0.00	0.00	5,590,488.42
State Minimum Reserves %	13.81%	Meets		13.81%
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	\$ 8,968,328.00			\$ 8,968,328.00

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

LCFF 100%, Unduplicated 80.26% COLA 2.8%

332

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, 2019, each wage range for job title - Assistant Superintendent, Business Services shall be improved by 2.0%.

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.

333

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):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated \$11,198.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	\$10,887.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)	311.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)	2.86%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	0.60%
	9,364.68	
	9,308.71	
(F)	Total LCFF % increase or (decrease) plus ADA % change	3.46%
(G)	Indicate Total Settlement Percentage Change from Section 5	1.86%

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.

[Signature]
District Superintendent - signature

6-15-20
Date

[Signature]
Chief Business Official - signature

6-15-20
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, June 23, 2020 took action to approve the proposed Agreement with the Assistant Superintendent, Business Services Bargaining Unit.

334
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

Assistant Superintendent, Business Services

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

06/23/20

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning
and ending
for the following fiscal years

07/01/19

06/30/20

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

\$147,460.46

2. Current Year Costs After Agreement

\$150,210.54

3. Total Cost Change

\$2,750.08

4. Percentage Change

1.86%

5. Value of a 1% Change

1,426

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)

2.0%

(% change for one time bonus/stipend or salary reduction)

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

2%

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)

335

**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	35,615.12
2.	Cost of Benefits After Agreement	36,128.29
3.	Percentage Change in Total Costs	1.44%

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:	\$ 133,639,152.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 4,009,174.56

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)	\$4,009,174.56
5.	Unassigned/Unappropriated (Object 9790)	\$13,706,378.44
6.	Total Reserves: (Object 9789 + 9790)	\$17,715,553.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	\$4,968,328.00
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TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$22,683,881.00
9.	Percentage of General Fund Expenditures/Uses	16.97%
Difference between District Reserves and Minimum State Requirement		\$18,674,706.44

336

**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, 2019, each wage range for job title - Assistant Superintendent, Business Services shall be improved by 2.0%.

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.

337

**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.


District Superintendent - signature

6-15-20
Date


Chief Business Official- signature

6-15-20
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on _____ took action to approve the proposed Agreement

with the _____ Assistant Superintendent, Business Services Bargaining Unit.

President, Governing Board
(signature)

Date

338



COVID-19 Operations Written Report for Marysville Joint Unified School District

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Marysville Joint Unified School District	Gary Cena Superintendent	gcena@mjUSD.com (530) 749-6102	June 23, 2020

Descriptions provided should include sufficient detail yet be succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Program offerings have been moved online for the remainder of the 2019-2020 school year, with the understanding in planning, that next year will have distancing measures and distance learning incorporated into returning our students to classrooms as much as possible given health requirements. This is challenging for MJUSD in several ways. First, high levels of poverty and our rural foothills make internet connectivity an issue. Knowing that the challenges associated with poverty have already created learning loss that we as a district combat, we are concerned this will further deepen this rift. Our teachers build relationships to leverage resistant learners into growth. Distance learning requires this relationship but amplifies the difficulty of creating it at distance. This is also true for Foster, EL, and Special Education students. To combat this MJUSD has made and continues to make the following changes, regardless of what model of learning we are able to provide next year.

1. Added 750 hot spots and covered unlimited internet on these devices to offset with populations in need.
2. Checked out over 5,000 Chromebooks
3. Have moved devices to 1:1 ratio so all 10,000 MJUSD students will have a district-issued Chromebook next year and have begun acquiring more to create school sets for check out when devices are forgotten.
4. Maintained counseling and mental health workers for students and set up virtual sessions and availability.
5. Maintaining programs that connect students to school and finding scheduling ways to have students on campus to assure important workforce skills (2021-2022: CTE, Arts, Music, PE)
6. Individualized distance learning plans created for all of our special education students.
7. Translations and frequent surveys of our staff and student/family populations.

8. Created paper-based and online digital platforms for families and students. Continued construction of online academic programs and streamlining of the process through Google suite for the 2020-2021 school year.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The difficulties in transitioning these services are at the top of the priority list for MJUSD. Being that we serve over 80% Low SES students and have high percentages of foster youth and EL learners, the difficulty of offering these services with limited contact time is a challenge. To meet this equity challenge MJUSD is:

EL

1. Added an ELD program specialist to coordinate student services as well as teacher training and adherence to ELD program standards.
2. Added ILit program 5 resource and diagnostics for all secondary ELD students and created a training regime to train all ELD teachers.
3. Added additional ELD positions to secondary sites for 2020-2021 school year and three guaranteed substitutes for the ability to pull out and train all teachers that serve EL students in the district, facilitated by new EL program specialist.

Foster

1. Priority transportation and class placement to assure maximized on-site contact time for foster students.
2. Continue all current foster services through the district.
3. Addition of Mental health grants and staffing to meet social-emotional needs.

Low SES

1. Addition of Technology devices and hot spots.
2. Site training and opportunities for families to become more involved in learning how to work with their students through created family resources.
3. Increased family outreach through Student Welfare and Attendance office for the 2020-2021 school year.
4. Focus on PBIS systems at schools to offset the trauma of students upon return and the inevitable conflict that will occur based on the wide range of beliefs on the COVID virus locally.
5. Internal training through Welfare and attendance to address issues of race, gender, and inclusion.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Distance learning in MJUSD has had to take a different approach than much of the state. While the difficulties of online instruction are large for students in low SES households for a myriad of social and technical reasons, the inability to reach all of our foothill homes with internet services poses a different set of problems for part of our district. To this end, we are mirroring our digital systems with a paper-based solution as well. In specific on the digital front MJUSD:

1. Checked out over 5,000 Chromebook in 2019-2020

2. Moved the district so that all 10,000 MJUSD students will have a Chromebook in 2020-2021. This allows for better tracking and intervention through our addition of Go Guardian time and device management system.
3. For 2020-2021 moved to a single user platform of Google sites and Google classroom in order to simplify the process for families and students and create an easier support platform for our technology department.
4. Activated and streamlined our Clever login system in order to make a one-stop-shop for all district curriculums that will be linked to each teacher's site.
5. Utilized end of year professional development time to develop the teacher sites and skill in distance education issues pertaining to technology, pedagogy, best practices for different special populations, articulation to plan for learning loss entering 2020-2021.
6. Developed full distance learning resource sites for parents and staff.
7. Implemented a Qualtrics survey platform in order to continually get responses and feedback from our stakeholders.
8. Assured all-district curriculums have viable online components and that staff was trained.
9. Added some digital components to the existing curriculum, as well as adopting science curriculum K-12 with a digital component for teachers to utilize.

341
Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Meal service was identified as one of our top priorities for families. We not only provide for district students but as well for students lower than school age and students that attend programs in the county at both Charter schools and Special education programs. Meal services moved to serve three days of meals at each serving to decrease the amount of contact between workers and the public. Meals were served at twenty locations in a drive-thru/walk-up format and three breakfasts and three lunches were provided twice a week to decrease the amount of contact between workers and the public. MJUSD served 216,667 meals during the school closure for 2019-2020. The ability to provide meals in this non-congregate format was solely dependent on USDA and CDE's approval of waivers to allow alternative methods of eligibility and meal service during school closures and is unique to this pandemic.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Immediately following the school closure on March 17, 2020, MJUSD Child Development staff including the Child Development Director, Administrative Assistant Team and Site Supervisors reached out to our enrolled families for purposes of sharing our plan regarding Distance Learning, to determine their child care needs during the closure and to offer support and community resources.

The MJUSD Child Development Director participated in multiple planning sessions with county agencies to determine family needs and options for childcare within Yuba County. In coordination with the Yuba County Office of Education, the Yuba-Sutter Childcare Planning Council, First 5 Yuba, and the Resource and Referral agency, we were able to determine a list of child care providers that were open and had available slots for families in need.

Information regarding our local resource and referral agency services, along with flyers and websites were shared individually with our families via phone calls home, through postings on our MJUSD Child Development website and MJUSD Facebook page, as well as communication through our Learning Genie communication system.

Throughout our COVID-19 school closure, our Site Supervisors continue to engage in weekly communication with our families, making referrals to our local resource and referral agency when needed.

342

COVID-19 Operations Written Report for Marysville Charter Academy for the Arts

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Marysville Charter Academy for the Arts	Tim Malone Marysville	tmalone@mjsd.k12.ca.us 5307496156	June 23, 2020

Descriptions provided should include sufficient detail yet be succinctly succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Program offerings have been moved online for the remainder of the 2019-2020 school year, with the understanding in planning, that next year will have distancing measures and distance learning incorporated into returning our students to classrooms as much as possible given health requirements. This is challenging for MCAA in several ways. First high levels of poverty and our rural foothills make internet connectivity an issue. Knowing that the challenges associated with poverty have already created learning loss that we as a school combat, we are concerned this will further deepen this rift. Our teachers build relationships to leverage resistant learners into growth. Distance learning requires this relationship, but amplifies the difficulty of creating it at distance. This is also true for Foster, EL and Special Education students. To combat this MCAA, with the districts help, has made and continues to make the following changes, regardless of what mode of learning we are able to provide next year.

1. Added hot spots and covered unlimited internet on these devices to offset populations in need.
2. Checked out over 150 chromebooks
3. Have moved devices to 1:1 ratio so all 370 MCAA students will have a school issued chromebook next year and have begun acquiring more to create school sets for check out when devices are forgotten.
4. Maintained counseling and mental health workers for students and set up virtual sessions and availability.
5. Maintaining programs that connect students to school and finding scheduling ways to have students on campus to assure important workforce skills (2021-2022: CTE, Arts, Music, PE)
6. Individualized distance learning plans created for all of our special education students.
7. Translations and frequent survey of our staff and student/family populations.
8. Created paper based and online digital platforms for families and students. Continued construction of online academic programs and streamlining of process through Google suite for 2020-2021 school year.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The difficulties in transitioning these services are at the top of the priority list for MCAA. The difficulty of offering these services with limited contact time is a challenge. To meet this equity challenge MCAA:

EL

1. Will be using the added services of a district ELD program specialist who will be coordinating student services as well as teacher training and adherence to ELD program standards.
2. Added ILit program 5 resource and diagnostics for our ELD students and will be taking advantage of the district's new training regime to train all ELD teachers.
3. For the 2020-2021 school year, substitutes will be used to pull out and train all teachers that serve EL students in the school, facilitated by a new district EL program specialist.

Foster

1. Priority transportation and class placement to assure maximized on site contact time for foster students.
2. Continue all current foster services through the district.
3. Addition of Mental health grants and staffing to meet social emotional needs.

Low SES

1. Addition of Technology devices and hot spots.
2. Site training and opportunities for families to become more involved in learning how to work with their students through created family resources.
3. Increased family outreach through Student Welfare and Attendance office for 2020-2021 school year.
5. Internal trainings through Welfare and attendance to address issues of race, gender and inclusion.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Distance learning in MCAA has had to take a different approach than much of the state. While the difficulties of online instruction are large for students in low SES households for a myriad of social and technology reasons, the inability to reach all of our foothill homes with internet services poses a different set of problems. To this end we are mirroring our digital systems with a paper based solution as well. In specific on the digital front MCAA:

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2. All 370 MCAA students will have a Chromebook in 2020-2021. This allows for better tracking and intervention through our addition of Go Guardian time and device management system.
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Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Immediately following the school closure on March 17, 2020, the MJUSD Child Development staff including the Child Development Director, Administrative Assistant Team and Site Supervisors, while representing MCAA and other schools in the district, reached out to our enrolled families for purposes of sharing our plan regarding Distance Learning, to determine their child care needs during the closure and to offer support and community resources. The MJUSD Child Development Director participated in multiple planning sessions with county agencies to determine family needs and options for childcare within Yuba County. In coordination with the Yuba County Office of Education, the Yuba-Sutter Childcare Planning Council, First 5 Yuba and the Resource and Referral agency, we were able to determine a list of child care providers that were open and had available slots for families in need. Information regarding our local resource and referral agency services, along with flyers and websites were shared individually with our families via phone calls home, through postings on our district's MJUSD Child Development website and the district's MJUSD Facebook page, as well as communication through our Learning Genie communication system. Throughout our COVID-19 school closure, we continue to engage in weekly communication with our families, making

referrals to our local resource and referral agency when needed.

346