

# Corning Union High School

## Regular School Board Meeting

**DATE** August 10, 2023

**TYPE OF MEETING:**

Regular

**TIME:** 6: 45 P.M.

**MEMBERS ABSENT:**

Jim Bingham

Todd Henderson

**PLACE:** Corning Union High School

Library

**VISITORS:**

Natalie Hicks, Mark Messmer

Linette Messmer, Alisha Savage

Ismael Mercado, Melinda Robbins

Samantha Hopping, Heath Newland

**MEMBERS PRESENT:**

Larry Glover

Tony Turri, Cody Lamb

### SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent

Jason Armstrong, CUHS Principal

Charlie Troughton, CUHS Associate Principal

Diana Davisson, Chief Business Officer

Heather Felciano, Director of Special Education

Audri Bakke, Director of Alternative Education

Dave Messmer, Director of Technology

Jessica Marquez, Administrative Assistant to Superintendent

### THE CORNING UNION HIGH SCHOOL -

**1. CALL TO ORDER:**

The meeting was called to order at 6:45 p.m. by Board President, Larry Glover.

**2. PLEDGE OF ALLEGIANCE:**

Board President, Larry Glover asked the Board and audience to stand for the flag salute.

**3. ROLL CALL:**

Board President, Larry Glover asked for a roll call.

Attendance is as follows:

- Tony Turri
- Larry Glover
- Cody Lamb

Members Absent:

- Jim Bingham
- Todd Henderson

**4. APPROVAL OF  
AGENDA/REORDERING  
OF AGENDA/ADDITION  
OF ITEMS:**

A motion was made by Cody Lamb and seconded by Tony Turri to approve the agenda.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	_____	No:	_____	Absent:	<u>X</u>	Abstain:	_____

**5 .REPORTS**

**5.1 SUPERINTENDENT  
REPORT:**

Superintendent, Jared Caylor shared the following:

As of Friday:

- CUHSD - 1094
  - CUHS - 1023
  - Centennial - 56
  - ISP - 15
  - 7 pending enrollments at CUHS
- Projected Enrollment for 2023-24 (October Census Day)
  - 1066

**Next Wednesday, August 16th**

7:30-8:00 Coffee & Breakfast---CUHS Cafeteria (at 8:00 we move to library)  
8:00-8:20 Team Building Activity- Kick Off Competition - Ping Pong  
8:20-9:20 Welcome/Announcements/Superintendent Address-CUHS Library  
ALL District Staff - Strategic Planning - State of the district  
9:20-9:30 BREAK  
9:30 - 9:45 Principal Address-Jason  
9:45-10:00 Business office nuts and bolts-Diana  
10:15 - 10:30 Special Education Information-Heather  
10:30-10:35 Quick Stretch Break  
10:35-11:30 Teacher Clarity-CT (CUHS Certificated & Paraprofessionals)  
11:30-12:15 Cardinal Lunch---CUHS Cafeteria  
12:15- 12:30 - Team Building  
12:30-1:30 Nuts/Bolts- Justine  
1:30 Teachers Released to Departments

**6. PUBLIC  
COMMENT  
ON CLOSED  
SESSION  
ITEMS  
NOT ON THE  
AGENDA:**

Board President, Larry Glover asked for public comment and there was none.

**7. ADJOURN TO  
CLOSED SESSION:**

The Board adjourned to closed session at 6:49 p.m.

**8. REOPEN TO PUBLIC  
SESSION:**

The Board reopened to public session at 7:22 p.m.

**9. ANNOUNCEMENT  
OF ACTION TAKEN  
IN CLOSED SESSION:**

Board President, shared that there was no action taken in closed session.

**10. CONSENT AGENDA  
ITEMS:**

A motion was made by Tony Turri and seconded by Cody Lamb to approve the consent agenda items with the correction to June 14<sup>th</sup> minutes reflecting Larry Glover not being present. Item #4 should read Todd Henderson and not Larry Glover.

1. 42051834 GCOE check for 10K is a required payment by law for Charter schools. The district is invoiced.
2. Ranch Warrants- Process for approving has operated to pay, staying within the budget.

Board Member, Tony Turri asked about the Cal Card payments. Superintendent, Jared Caylor shared that this is a request from the Board about 6 years ago to see all cal card items.

The vote is as follows:

Larry Glover	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Tony Turri	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Todd Henderson	Aye: <u>      </u>	No: <u>      </u>	Absent: <u>  X  </u>	Abstain: <u>      </u>
Cody Lamb	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Jim Bingham	Aye: <u>      </u>	No: <u>      </u>	Absent: <u>  X  </u>	Abstain: <u>      </u>

**10.1 APPROVAL  
OF SPECIAL  
SCHOOL  
BOARD  
MEETING  
MINUTES:**

Approval of Special Board Meeting Minutes of June 14, 2023.

**10.2 APPROVAL  
OF REGULAR  
SCHOOL  
BOARD  
MEETING  
MINUTES:**

Approval of Regular Board Meeting Minutes of June 22 2023.

**10.3 APPROVAL  
OF WARRANTS:**

40250530-40250554, 40250895-40251020, 40251020-40251365  
40251366-40251697, 40251697-40251832, 40251833-40251943  
40251944-40252149, 40252150-40252294, 40252294

NET AMOUNT 17,6000.50

CHECK #40252672 CK AMT \$ 17,600.50 US BANK

**10.4 INTERDISTRICT  
REQUEST:**

Jack Brooks  
Jocelyn Madrigal  
Anthynie Houchins  
Kentura McKibbin  
Lilian Reilly

**10.5 HUMAN  
RESOURCES**

Human Resources Reports is as follows:

Board Meeting Date:		8/10/23			
<b><u>Action</u></b>	<b><u>Type</u></b>	<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective</u></b>	<b><u>Background</u></b>
Change	Position		Lead Night Custodian	7/1/23	District Restructuring Classified Salary Schedule Range 17, Step
Change	Position	Riddle, Cassie	Data/HR Coordinator	7/1/23	District Restructuring New Position Classified Management Schedule Range H, Step 3
Remove	Position		Das Tech	7/1/23	Removed from Classified Management Salary Schedule
New	Position		Data/HR Coordinator	7/1/23	District Restructuring New Position Range Classified Management Schedule Range H
New	Position	Barriga, Francisco	Campus Supervisor	8/16/23	Range 15, Step 3
Change	Position	Avitia, Eric	Lead Night Custodian	7/1/23	District Restructuring
New	Position		CTE Community Liaison	8/16/23	Grant Funding
Change		Morris, Elizabeth	Para I	7/1/23	Leave of Absence
New	Position		Adult Ed Student Service Tech	7/1/23	District Restructuring





<b>10.11 ADDENDUM TO AGREEMENT BETWEEN CUHSD &amp; THE CITY OF CORNING FOR THE SRO:</b>	This addendum is extending through June 30, 2026. The district shall pay \$67,848 to the City for the SRO services described in this agreement.
<b>10.12 AG INCENTIVE AGREEMENT:</b>	This grant is for the 2023-24 application for funding. The due date is August 1, 2023 and the project duration is July 1, 2023- June 30, 2024.
<b>10.13 INTERQUEST DETECTION CANINES OF CENTRAL VALLEY AGEEMENT:</b>	This agreement is between Interquest Detection Canines of Central Valley and CUHSD for the substance awareness and detection services for the period of August 2023 through June 2024. Interquest agrees to pay 10 half day visits during this period. Each visit if \$450 per visit.
<b>10.14 SARB COORDINATOR PROGRAM:</b>	This agreement is entered into on July 1, 2023 by and between TCDE and CUHSD for the 2023-24 fiscal year. The cost for services is \$15,599.00.
<b>10.15 SCHOOL NURSING SERVICES:</b>	This agreement is entered into on July 1, 2023 by and between TCDE and CUHSD for the 2023-24 fiscal year. The cost for services is \$123,030.40. This is based on the projected rate of \$153,788.
<b>10.16 AGEEMENT BETWEEN CUHSD &amp; THE PASKENTA BAND OF NOMLAKI INDIANS :</b>	This agreement is made and entered into as of August 1, 2023 by and between the Paskenta Bank of Nomlaki Indians and CUHSD for the Mental Health Coordinator services August 2023-June 2024 for \$160,000.00. The target result is to increase access to quality services to maximize positive student outcomes.
<b>10.17 INTER-AGENCY AGREEMENT:</b>	This agreement is entered into on July 1, 2023 betwee44n CUHSD and Kirkwood Elementary School District for the term of July 1, 2023 through June 30, 2024 for the purpose of providing breakfast and lunches under the national school lunch program.
<b>10.18 BEHAVIOR ADVANTAGE LLC SOFTWARE LICENSE &amp; CLINICAL SUPPORT AGREEMENT:</b>	This agreement is between CUHSD and Behavior Advantage LLC for the web-based application known as Behavior Advantage for use by educators supporting pupils with behavioral needs.
<b>10.19 MOU BETWEEN CUHSD &amp; SUPPLY BANK:</b>	This agreement is between CUHSD & Supply Bank for the dental for students and supplies for students who qualify for the McKinney Vento Act. This is a non-profit organization whose goal is to ensure all people have the essential supplies they need.

**10.20 APPLICATION  
FOR FUNDING FOR  
CONSOLIDATED  
APPLICATION &  
REPORTING  
SYSTEMS  
(CARS):**

Corning Union High School District is required to review and receive approval of their Application for Funding selections.

**11. ITEMS FOR  
DISCUSSION:**

**11.1 CSBA ANNUAL  
EDUCATIONAL  
CONFERENCE:**

The annual conference is 11/30-12/2 in San Francisco. Superintendent, Jared Caylor would like to know who wants to go. The Board expressed that they didn't want to attend this conference and would rather go to the conference held in San Diego. Superintendent, Jared Caylor will reach out to the two other members to see if they would like to attend.

**11.2 PARKING  
OPTIONS  
DISCUSSION:**

Board President, Larry Glover asked those who had public comment on this item, to speak.

Teacher, Natalie Hicks read the following:

Valued CUHS School Board Members,

I respect and appreciate your time, thank you for stepping into a service role that many would never dream of taking on. Tonight, I would like to address a few different points in regards to school safety, field hockey, and physical education playing space. My goal is simply to raise some questions and give you some additional perspectives regarding parking and field issues.

As you all now know, the long-standing grass field hockey field at Corning High School has been in the discussion for quite some time to become a parking lot for the high school. As a teacher and coach, I can tell you that I absolutely believe that something needs to be done to enhance parking at our school. In my opinion, our parking situation is a safety hazard to our students, as well as a frustration for our community when larger events are held. Not only does the field hockey field create more spaces for parking than does the other area in question, but I also believe that it is a safer option in terms of keeping people from entering and crossing our campus to get to the main office. As a teacher, my priority goes towards keeping our students safe, so I understand that both safe parking, as well as not having people enter our campus are both of major importance.

As a coach and alumni field hockey player, I am very sad to see our field potentially turn into a parking lot. While I understand the potential need, I find myself being nostalgic of the decades of play that has occurred on our grass field, and appreciate the unique time that the program has had with a space all of its own. When I first heard the idea of making the field hockey field a parking lot, I was vehemently against it. As time has progressed, and discussions have been had, I became more comfortable with the idea if it led to securing a turf field for our field hockey players, in addition to our soccer players, who need a better space.

Field hockey in general has become a turf sport. The days of playing on grass fields are gone. The game has changed dramatically in the last 15 years to a much more fast-paced strategic game that is built for turf playing fields. Simply put, if you only have a grass field, you are falling behind, and cannot keep up with the speed of the game no matter how much you do. Even with holding practices in the South Gym when volleyball is on the road to mimic the speed of turf, we cannot keep up. We tend to start out the season strong, and then mid-season, you can see the speed of other teams increase, while ours stays more stagnant. In my opinion, as well as with others in the league, we simply cannot keep up when we practice on a grass field.

I am asking the board to reconsider the idea of maintaining a grass stadium infield if field hockey will be expected to practice and compete there. I find it incredibly hard to believe that the maintenance required to keep the infield flat and bump free, especially in the high use areas where touchdowns and soccer goals are scored, sometimes in incredibly muddy conditions, would be able to occur in time for spring or summer field hockey. Field hockey requires impeccably flat surfaces within 16 yds of the goal in order to run short corners, which essentially are penalty shots with plays attached to them that are awarded to the offense when the defense fouls inside of the 16 yd circle. In order for these special plays to work, the field needs to be perfectly flat. I have seen what our end zones and soccer goal areas look like following a season, and it is typically highly compacted, littered with cleat marks, and full of chunks and pockets of grass. You wouldn't ask our basketball players to prepare for a game by playing on the blacktop, nor would we ask volleyball to practice in the grass courtyard, so why should field hockey play on a surface that is inadequate and can be dangerous if not perfectly maintained? Aside from the expensive repairs that would need to take place immediately following the soccer season, (they typically have an extended season, as they go through many rounds of playoffs), I also wonder if we would be able to get on the field when it will take days to paint, mow, and prep for field hockey and football games. Just for football games, there is a significant amount of time spent painting the field for games. Would we be able to practice immediately at 3:30 on prep days?

In addition to advocating for the field hockey program, I would also like to advocate for the Physical Education Department at Corning High School. Did you know that there are several months that PE cannot use our nearest field space due to football field prep and times when the field is dormant? We have 27 sections of PE who cannot use that space for a majority of the year. Where do we go then? We go to the field hockey field due to it's proximity to the gyms. It takes a great deal of time to get to and from the soccer fields in a 60 minute period with a warm up, work outs, and dressing down and dressing back up. It would be wonderful if PE had a space that stays puddle and mud free, that is also accessible at all times, that we could still do outdoor physical activity when there is standing water and mud elsewhere. If we no longer have a field hockey field, and if we stick to the status quo with a grass field on the infield, then PE becomes seriously limited.

Lastly, I would like to bring up questions I have related to the parking situation that are not field hockey or PE specific for the board to keep in mind.

Should the grass field hockey field become our new parking lot, do we have a good idea of where the shot put, discus, and pole vault will move to in order to have close proximity to the track, as well as to maintain safety for athletes and spectators as it relates to the discus? And, should soccer be moved into the stadium, which is a much better venue for games, does their program have a preference of a playing surface? Has our soccer community been asked this question? I am curious, because field hockey has not been asked at this point. Lastly, if soccer stays in their current location, where will spectators be parking this year and in the future, and where will the players and spectators use the restrooms?

I am asking the board to consider letting go of the nostalgia connected to a grass field. I am asking that you consider the safest options for our students at all times; pick up, drop off, and during the school days while on our campus. I am also asking the board to consider our students and athletes and what is best for them. I am asking that if the field hockey program is asked to play in the stadium, that the surface be the correct surface for the game they play; turf. I have attached statements from the head official in our league, as well as from coaches in Chico and Davis High Schools. Thank you for your time and consideration. She shared some additional information as well.

Started speaking at 7:27 Finished speaking at 7:30

Savanah Hopping shared the following:

She has played Filed Hockey for 4 years and the sport needs to be played on a flat surface. Turf makes is so much faster and easier. The game in so different played on turf. She shared that the teams have to warm up on football field before games and it is unacceptable playing conditions. We are one of the last districts to have a grass field in the area and we need to take it out and have turf. Other sports like volleyball wouldn't be asked to play on the cement outside.

Started speaking at 7:31 Finished speaking 7:33

Heath Newland shared the following:

He is a father and has student who plays sports. Turf is needed for football soccer and filed hockey. It is far better and safer for everyone. Even the band and cheerleaders will benefit from a turf filed. There are too many injuries and turf is safer. Most turf fields are flat and there shouldn't be any problems with the crown affect. The parking situation is a concern as well. He would rather see a parking structure close by rather than having his child walk across the street to park. That is a safety issue and concern of many parents.

Started speaking at 7:32 Finished speaking at 7:35

Superintendent, Jared Caylor shared the following:

	Option #1 - JV Softball Field	Option #2 - Hockey Field
# of spaces	165	217
Timeline	Potentially done for next school year, but must go through environmental, design, and DSA	Done before next school year, DSA approval only requirement
Distance to Stadium Entrance	466 ft (South entrance, may require path of travel work)	440 ft
Distance to N. Gym Entrance	735 ft	920 ft
Distance to CUHS Main Office	840 ft	1150 ft
Location Benefits	Removes student traffic from front of school, closest to the main office entrance, closer to N. Gym entrance	Closest to stadium (large community events), removes student traffic from Blackburn (parent drop off) and North St. (Bus Loading)
Location Disadvantages	New Ingress to campus (fencing/gate requirements related to site safety assessment), near bus parking/departure area, student traffic on same street as bus traffic before/after school	Farthest away from main campus (students walking to/from parking lot)

#### POTENTIAL FACILITY SCENARIOS RELATED TO PARKING

(Assuming \$8.5 million facilities budget)

**Scenario #1** - Parking Lot at JV Softball (\$1.25 million), JV softball relocate offsite (\$100k), \$7.15 million remaining for Ag/Shop facilities (8,937 sq ft\* at \$800 per sq ft) - No changes to hockey field, track and field throwing, football field, or soccer fields.

**Scenario #2** - Parking Lot at JV Softball (\$1.25 million), JV softball relocate to soccer fields (\$150K), Soccer to Stadium Field (\$50k plus ongoing maintenance for overseeding, selective sprays in fall/winter), \$7.05 million remaining for Ag/Shop facilities (8,812 sq ft at \$800 per sq ft) - No changes to hockey field or track and field throwing, football and soccer share fields.

**Scenario #3** - Parking Lot at Hockey Field (\$1.5 million), Hockey relocates to stadium (\$50k plus ongoing maintenance costs), Track & Field throwing moved to interior of stadium field/D zones (\$50k), Improvements to JV softball field (\$50k), football and hockey share fields. \$6.85 million remaining for Ag/Shop facilities (8,562 sq ft at \$800 per sq ft) - No changes to JV softball or soccer fields.

**Scenario #4** - Parking Lot at Hockey Field (\$1.5 million), Hockey relocates to stadium (\$50k plus ongoing maintenance costs), Track and field throwing to JV softball (\$50k), JV softball to soccer (\$150k), soccer to stadium (\$50k plus ongoing maintenance), \$6.75 million for Ag/Shop facilities (8,437 sq ft at \$800 per sq ft) - Hockey, Football, Soccer share stadium field.

**Scenario #5** - Parking Lot at Hockey Field (\$1.5 million), Hockey relocates to stadium (\$1.5 million for turf and site work), Soccer relocates to stadium (no additional cost), Track and Field throwing moved to softball (\$50k), Softball moved to soccer (\$150k), \$5.3 million for Ag/Shop facilities (6,625 sq ft at \$800 per sq ft) - football, soccer, and field hockey share stadium turf field. \$50-\$75k increase in deferred maintenance annual contribution for field replacement.

The information was shared and discussed the only thing that is holding us back is making a decision. The discussion was if Zane was preparing the estimates and the accuracy of the estimates. There were questions if the cost included maintenance. The current cost for maintenance is 40K 20 for fertilizers and 20 for wages. In addition, there will be additional maintenance cost. We will have to do approximately 15K-25K more per year. Overseeding cost is approximately 5 K. Superintendent, Jared Caylor is getting some information from other districts on cost. The Board would like to see more back up to help understand. Board Member, Tony Turri would like to see how the money will be spent and how the district will



recoup the money in the long run. Board President, Larry Glover likes the Ag Building option but would like some more information as well. Superintendent, Jared Caylor will get that information and bring this back to the Board next month.

### **11.3 REVIEW OF STUDENT DRUG POLICIES:**

Superintendent, Jared Caylor shared the following:

- BP 51441.1 General Policy – Disciplining students
- Page out of the student handbook if a student gets in trouble (six steps)
- Sample document which the Board will want to adopt next month when the policies are updated
- BP 5131.61 Drug Testing Policy (guidelines/procedures)
- Page 4 – On campus related to school activities – first offense and second offence
- Page 6- Drug Testing (first, second and third offense- details)

## **12. ITEMS FOR ACTION:**

### **12.1. APPROVAL OF JOB DESCRIPTION FOR CTE COMMUNITY LIASION:**

A motion was made by Cody Lamb and seconded by Tony Turri to approve the job description for the CTE Community Liaison. There being no further discussion, the Board voted unanimously to approve the job description.

There being no further discussion, the Board voted to approve the job description.

The vote is as follows:

Larry Glover	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Tony Turri	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Todd Henderson	Aye: <u>      </u>	No: <u>      </u>	Absent: <u>  X  </u>	Abstain: <u>      </u>
Cody Lamb	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Jim Bingham	Aye: <u>      </u>	No: <u>      </u>	Absent: <u>  X  </u>	Abstain: <u>      </u>

### **12.1. APPROVAL OF JOB DESCRIPTION FOR PART TIME ADULT ED STUDENT SERVICES:**

A motion was made by Tony Turri and seconded by Cody Lamb to approve the job description for Adult Ed Student Services. There being no further discussion, the Board voted unanimously to approve the job description.

There being no further discussion, the Board voted to approve the Job description

The vote is as follows:

Larry Glover	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Tony Turri	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Todd Henderson	Aye: <u>      </u>	No: <u>      </u>	Absent: <u>  X  </u>	Abstain: <u>      </u>
Cody Lamb	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Jim Bingham	Aye: <u>      </u>	No: <u>      </u>	Absent: <u>  X  </u>	Abstain: <u>      </u>

**12.3 APPROVAL OF THE  
REVISED  
ESP CLASSIFIED  
SALARY  
SCHEDULE:**

A motion was made by Cody Lamb and seconded by Tony Turri to approve the revised ESP Salary Schedule. There being no further discussion, the Board voted unanimously to approve the ESP Classified Salary Schedule.

The vote is as follows:

Larry Glover	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Tony Turri	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Cody Lamb	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____

**12.4 APPROVAL OF THE  
REVISED  
ADULT ED  
SALARY  
SCHEDULE:**

A motion was made by Tony Turri and seconded by Cody Lamb to approve the revised Adult Ed Salary Schedule. There being no discussion, the Board voted unanimously to approve the ESP Classified Salary Schedule.

The vote is as follows:

Larry Glover	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Tony Turri	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Todd Henderson	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____
Cody Lamb	Aye: <u>X</u>	No: _____	Absent: _____	Abstain: _____
Jim Bingham	Aye: _____	No: _____	Absent: <u>X</u>	Abstain: _____

**12.5 FUTURE  
AGENDA ITEMS:**

Parking Options

**13. ADJOURNMENT:**

A motion was made by Tony Turri and seconded by Cody Lamb to adjourn the meeting at 8:14 p.m.

**Approved**

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Larry Glover, President

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Jim Bingham, Clerk



# Corning Union High School District Regular School Board Meeting

Date of Meeting: August 10, 2023

Time of Meeting: 6:45P.M.

Place of Meeting: CUHS Library

## Agenda

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA/REORDERING OF AGENDA/ADDITION OF ITEMS**

**Action**

**5. REPORTS**

**5.1 Superintendent Report- Jared Caylor**

**Information**

**6. PUBLIC COMMENT ON CLOSED SESSION OR ITEMS NOT ON THE AGENDA**

*Under this item on the Agenda, the public is invited to address the Board regarding items that will be discussed in closed session or on any other matters within its jurisdiction. Individual speakers will be allowed up to 3 minutes to address the Board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.*

**7. ADJOURN TO CLOSED SESSION**

**7.1 CONFERENCE WITH LEGAL COUNSEL- Potential Litigation- No. of Cases 1**  
Government Code 54956.9(D)(2)

**8. REOPEN TO PUBLIC SESSION**

**9. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION, IF ANY**

**10. CONSENT AGENDA ITEMS**

**Action**

*All matters listed under the consent agenda are considered by the Board to be routine and will be enacted by the Board in one motion. Requests by a member of the Board to have any item removed from the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.*

- 10.1 Approval of Special Board Meeting Minutes June 14, 2023
- 10.2 Approval of Regular Board Meeting Minutes of June 22, 2023
- 10.3 Approval of Warrants
- 10.4 Interdistrict Attendance Requests
- 10.5 Human Resources Report
- 10.6 Williams Quarterly Report
- 10.7 Information Technical Support for the 21<sup>st</sup> Century Learning
- 10.8 MOU between RBJUHS & CUHS for Speech and languages services
- 10.9 MOU between TCDE and CUHS for the provision of Direct Certification for the School Lunch Report for the 2023-24 school year
- 10.10 Agreement between CUHS & Lozano Smith for the 2023-24 school year
- 10.11 Addendum to Agreement between CUHS & The City of Corning for the SRO
- 10.12 AG Incentive Grant
- 10.13 Agreement between CUHS & Interquest Detection Canines of Central Valley
- 10.14 SARB Coordinator Program Participation Contract 2023-24
- 10.15 MOU between CUHS and TCDE for school nursing services for 2023-24 school year
- 10.16 Agreement between CUHS & the Paskenta Bank of Nomlaki Indians
- 10.17 MOU between CUHS & Kirkwood Elementary School District for breakfast & lunch service
- 10.18 Agreement between CUHS & Behavior Advantage, LLC Software License & Clinical Support
- 10.19 MOU between CUHS & Supply Bank.org for dental kids and school supplies for students who qualify for McKinney Vento Act
- 10.20 Application for Funding for Consolidated Application and Reporting Systems (CARS)

## 11. ITEMS FOR DISCUSSION

### 11.1 CSBA Annual Educational Conference

*The Board will receive information on this conference and discuss whether they would like to register to attend in San Francisco, November 30-December 2.*

### 11.2 Parking Option Discussion

*Superintendent Caylor will update the Board with information on location options for parking and the Board will discuss next steps in this project.*

### 11.3 Review of CUHS Student Drug Policies

*Superintendent Caylor will update the Board on the current student drug policies.*

## 12. ITEMS FOR ACTION

### 12.1 Approval of Job Description for CTE Community Liaison

*The Board will consider approving the newly created job description for CTE Community Liaison.*

### 12.2 Approval of Job Description for Part Time Adult Ed Student Services Technician

*The Board will consider approving the newly created job description*

*for Part Time Adult Ed Students Services Technician.*

**12.3 Approval of Revised ESP Classified Salary Schedule**

*The Board will consider approving the newly revised ESP Salary Schedule which reflects the addition of the CTE Community Liaison*

**12.4 Approval of Revised Adult Ed Salary Schedule**

*The Board will consider approving the newly revised Adult Education Salary Schedule which the Adult Ed Student Services Technician.*

**12.5 Future Agenda Items**

*The Board will discuss the need for any future agenda items.*

**13. ADJOURNMENT**

Request for documents that are public record and are provided at the time of the meeting to a majority of the Governing Board regarding an open session item will be made available for the public inspection upon request to the Superintendent's Office located at 643 Blackburn Avenue, Corning, CA during normal business hours. Any individual that requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's Office. The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. The Board has also adopted policy and procedures for resolving complaints which cannot be resolved through an informal process. The Board has designated Jared Caylor, Superintendent as the compliance officer for complaints. All complaints shall be filed at the district office, 643 Blackburn Ave, Corning, CA 96021.

# Corning Union High School Regular School Board Meeting

**DATE** June 22, 2023

**TYPE OF MEETING:**

Regular

**TIME:** 5:45 P.M.

**MEMBERS ABSENT:**

**PLACE:** Corning Union High School  
Library

**VISITORS:**

**MEMBERS PRESENT:**

Todd Henderson, Larry Glover  
Jim Bingham  
Tony Turri, Cody Lamb

**SCHOOL DISTRICT REPRESENTATIVES:**

Jared Caylor, District Superintendent  
Jason Armstrong, CUHS Principal  
Charlie Troughton, CUHS Associate Principal  
Diana Davisson, Chief Business Officer  
Dave Messmer, Director of Technology  
Jessica Marquez, Administrative Assistant to Superintendent

**THE CORNING UNION HIGH SCHOOL -**

- 1. CALL TO ORDER:** The meeting was called to order at 5:45 p.m. by Board President, Larry Glover.
- 2. PLEDGE OF ALLEGIANCE:** Board President, Larry Glover asked the Board and audience to stand for the flag salute.
- 3. ROLL CALL:** Board President, Larry Glover asked for a roll call.

Attendance is as follows:

- Tony Turri
- Todd Henderson
- Jim Bingham
- Larry Glover
- Cody Lamb

Members Absent: none

**4. APPROVAL OF  
AGENDA/REORDERING  
OF AGENDA/ADDITION  
OF ITEMS:**

A motion was made by Todd Henderson and seconded by Cody Lamb to approve the agenda with no changes.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**5 .REPORTS**

**5.1 SUPERINTENDENT  
REPORT:**

Superintendent, Jared Caylor shared the following:

- 2x2x2 Meetings - Three held this year, will look to reestablish once new City Manager in place
- Rotary  
June 30th will end term as President  
Will serve on Board as Past President for next year  
Goals:
  - Centennial Celebration
  - Ongoing fundraising efforts
  - Arts in the community (not just Casino)
  - Increased scholarship amounts (tied to fundraising efforts)

**Bus Loading Project**

- Project started this week
- 4-week completion, should be done by end of July
- Will impact parking to start the school year (approximately 50 cars)

Board President, Larry Glover shared that he would've liked to see the dirt that was hauled off go to the ranch. There was a discussion that we have done that in the past 2 or 3 times and have contacted companies to get it and we've paid for it. The district even traded Red Bluff one and it is pretty hard to get rid of dirt. Board Member, Cody Lamb shared that the real value is to the district down the road (cost savings).

**6. PUBLIC  
COMMENT  
ON CLOSED  
SESSION  
ITEMS  
NOT ON THE  
AGENDA:**

Board President, Larry Glover asked for public comment and there was none.

**7. ADJOURN TO  
CLOSED SESSION:**

The Board adjourned to closed session at 5:54 p.m.

**8. REOPEN TO PUBLIC  
SESSION:**

The Board reopened to public session at 6:28 p.m.

**9. ANNOUNCEMENT  
OF ACTION TAKEN  
IN CLOSED SESSION:**

Board President, shared that no action was taken.

**10. CONSENT AGENDA  
ITEMS:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the consent agenda items. There was an item that Superintendent, Jared Caylor looked into which was on the last warrants list. Item 40248327 was for the southwest hoop in the north gym. This included the device inspection on all of them and repairs needed on 2.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	<u>      </u>	Absent:	<u>      </u>	Abstain:	<u>      </u>
Tony Turri	Aye:	<u>X</u>	No:	<u>      </u>	Absent:	<u>      </u>	Abstain:	<u>      </u>
Todd Henderson	Aye:	<u>X</u>	No:	<u>      </u>	Absent:	<u>      </u>	Abstain:	<u>      </u>
Cody Lamb	Aye:	<u>X</u>	No:	<u>      </u>	Absent:	<u>      </u>	Abstain:	<u>      </u>
Jim Bingham	Aye:	<u>X</u>	No:	<u>      </u>	Absent:	<u>      </u>	Abstain:	<u>      </u>

**10.1 APPROVAL  
OF REGULAR  
SCHOOL  
BOARD  
MEETING  
MINUTES:**

Approval of Special Board Meeting Minutes of May 18, 2023.

**10.2 APPROVAL  
OF WARRANTS:**

40248035-40248056, 40248056-40248315, 40248316-40248687  
40248688-40248712, 40248712-40248719, 40248719-40248959  
40248960-40249191, 40249192-40249423, 40249423-40249675

TOTAL NUMBER OF CHECKS 173  
NET AMOUNT 914,572.88

CHECK #40249932 CK AMT \$ 15,472.92 US BANK

**10.3 INTERDISTRICT  
REQUEST:**

Jimena Gutierrez  
Kyle Johnson  
Toney Conley  
Luis Ceja  
Natalia Hernandez

**10.4 HUMAN  
RESOURCES**

Human Resources Reports is as follows:

Board Meeting Date:		6/15/23			
<b>Action</b>	<b>Type</b>	<b>Name</b>	<b>Position</b>	<b>Effective</b>	<b>Background</b>
Resignation	Voluntary	Kanner, Paul	CUHS Social Science Teacher	6/9/23	Voluntary Resignation
New Hire	Position	Enos, Jason	CUHSD Director of MOT	7/1/2002	Range D, Step 5
New	Position		Lead Transportation	5/17/23	District Restructuring
New	Position		Grounds Maintenance II	2023/24 School Year	District Restructuring
New	Position		Custodial Maintenance III	2023/24 School Year	District Restructuring
Change	Position	Coleman, Alvin	Custodial Maintenance III	7/1/23	District Restructuring New Position Range 18
New Hire	Position	Bowling, Shawn	Lead Transportation	7/1/23	New Position Range 30, Step 20
New Hire	Position	Neevel, Kai	Centennial Teacher	7/1/23	Range IV, Step 10 (vacancy C. Waldron)
Resignation	Voluntary	Ortega, Michelle	CUHS Paraeducator II	6/9/23	Voluntary Resignation
Change	Position	Imfeld, Fred	Grounds Maint II	7/1/23	Change from Lead Grounds Range 20 to Grounds Maint II Range 18
<b>Extra Duty/Stipend/Temporary/Coaching Authorizations</b>					
7/1/2023	Stipend	Bowling, Shawn	Lead Transportation	Annual	Bus Driver Trainer
7/1/2023	Stipend	Neevel, Kai	Centennial Teacher	Annual	Master Degree Stipend CITA Contract Article 11.6.9
7/1/2023	Stipend	Imfeld, Fred	Grounds Maint II	Annual	Classified Contract Stipend 8.1.4 for \$1800
7/1/2023	Stipend	Imfeld, Fred	Grounds Maint	Annual	Cell Phone

		Fred	II		Stipend per AR 3513.1 for \$840

**10.5 MOU BETWEEN  
CUHSD & RICHFIELD  
ELEMENTARY SCHOOL  
DISTRICT:**

The MOU is between CUHSD and Richfield Elementary School District from July 1, 2023 through June 30, 2025 for transportation services.

**10.6 SURPLUS  
EQUIPMENT  
FORM:**

Girls Basketball Spalding basketballs worth \$100- discard  
Pole vault pits, 2 pads and the topper- rodent damage - discard

**10.7 DONATION  
INTAKE FORM:**

Girls Scout cookies were donated and distributed to all staff.

**10.8 SELPA  
PLANNED  
COMBINED  
DOCUMENT:**

This is the annual budget plan for 2023+-24. Some highlights include:

Annual Budget Plan  
Projected Expenditures  
Federal, State and Local Revenue Summary  
Special Ed Local Plan Area Expenditures  
Supplemental Aids and Services

**10.9 DATA/HR  
JOB DESCRIPTION:**

This is a new job description under the general supervision of the Superintendent which will coordinate users and vendors in the Purchase, installation and support of Student Information System (SIS) software and other district resource application systems.

**11. ITEMS FOR  
DISCUSSION:**

**11.1 DATA ON  
NUMBER OF  
EVALUATIONS  
COMPLETED  
IN 2022-23:**

	<u>Certificated # of Evals Due</u>	<u># Completed</u>
Certificated Admin	5	5
Classified Manager	2	2
Confidential	5	3
Certificated	34	33
Classified	52	50
Total	98	93

These numbers have been updated and a total of 96/99 evals were completed this school year.



## **11.2 SUPERINTENDENT OBJECTIVES:**

- Board Member Development
  - Study Sessions
  - Governance Handbook
  - PD Provided for Board
- Board/Superintendent Relationship
  - Monthly meetings w/ Board members
  - Board Policy Workshop is scheduled
  - Maintenance and Transportation just went through a massive transition
  - Instructional proprieties- Jason Armstrong will report on assessment results
  - Dave Messmer will report on technical items
  - Cassie Riddle will report on CALPADS
  - PD plan for CBO
  - Community Outreach
  - Interpersonal communication
- Job Related Characteristics
  - PD for 2022-23 participated in
  - PD for 2023-24 planned to participate in
  - Board assessment of job related skills

There are no contract negotiations for Superintendent, Jared Caylor this year just the evaluation which needs to be completed by November based on the objectives.

There was further discussion on having a facilitator help with the evaluation process. The group agreed that for this year, it may be a good idea to have one.

## **11.3 CSBA ANNUAL EDUCATIONAL CONFERENCE :**

The California School Board Association Largest Professional Development for Board Members and Superintendents.

Held: November 30-December 2

Where: San Francisco @ Hilton Square in Main Hotel

There was a discussion on whether the board wanted to attend and would hope that they could let Superintendent, Jared Caylor know by August. This will be added to the August agenda and SSDA in March is also another option for the Board to attend. This conference is held in Sacramento.

## **11.4 PARKING OPTION DISCUSSION:**

Superintendent, Jared Caylor shared the following options with the Board:

### **Option A - North Lot (City)**

- Waiting on Aeronautical review
- CDE likely to require swinging gate closure and/or staffing requirement for crossing street
- Design, environmental review, and application fees will be required to pursue this further
- 261 parking stalls

### **Option B - JV Softball**

- Waiting on Title IX answer still
- Will require softball moving offsite or soccer playing in stadium
- Creates new ingress to cover for off campus entry
- 165 parking stalls

### **Option C - Field Hockey**

- Requires hockey to play on stadium field, practice on soccer fields
- Requires increased cost for maintenance program on stadium field
- 217 parking stalls

Board Clerk, Jim Bingham likes Option B.

Board Member, Todd Henderson dislikes Option B.

Discussion included that Option C was too far from the main campus.

Superintendent, Jared Caylor shared the following:

Let's try to play hockey on the football field and wait to hear back from legal counsel on specific details on Title IX.

Board Member, Tony Turri likes the idea of trying this option. This will be brought back to the board for approval in August.

## **12. ITEMS FOR ACTION:**

### **12.1. APPROVAL OF THE LCAP:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the LCAP as presented by Superintendent, Jared Caylor at the Special Board Meeting held June 14, 2023.

There being no further discussion, the Board voted to approve the LCAP.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.2. APPROVAL OF  
LCAP  
PERFORMANCE  
INDICATOR SELF  
REFLECTION:**

A motion was made by Todd Henderson and seconded by Cody Lamb to approve the LCAP Performance Indicator Self Reflection.

There being no further discussion, the Board voted unanimously to approve the LCAP performance indicator self-reflection.

10 priorities are established and a local assessment of 5

- Priority 1 - Basic Services & Conditions - MET
  - Teacher Misassignments - 0
  - Textbook Access - 100%
  - Facilities in Disrepair - 0
- Priority 2 - Implementation of State Academic Standards - MET
- Priority 3 - Parent & Family Engagement - MET
  - Local Measures - Strategic Plan
- Priority 6 - School Climate - MET
  - California Healthy Kids Survey
- Priority 7 - Access to a Broad Course of Study - MET

The vote is as follows:

Larry Glover	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Tony Turri	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Todd Henderson	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Cody Lamb	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Jim Bingham	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>

**12.3 APPROVAL OF  
CUHSD BUDGET &  
EPA RESOLUTION  
NO. 458:**

A motion was made by Cody Lamb and seconded by Jim Bingham to approve the CUHSD Budget with a positive certification and also to approve Resolution No. 458.

There was a discussion on the travel cost which was brought up at the last meeting. Superintendent, Jared Caylor shared that there is not one explanation but there were several personnel categories and the cost was 20%-40% more. Some of those departments included: English, Counseling and Admin.

If the Board has a concern, CBO Diana Davisson and Superintendent, Jared Caylor can pull some back but Superintendent, Jared Caylor does not feel that it is necessary.

2 Options

1. Look at this prior to 1<sup>st</sup> interim
2. Keep an eye on things

The Board would like for CBO, Diana Davisson to look at this prior to 1<sup>st</sup> Interim.

There being no further discussion, the Board voted unanimously to approve the CUHSD Budget with a positive certification.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

#### **12.4 SUMMER SCHOOL 2023:**

A motion was made by Cody Lamb and seconded by Tony Turri to approve summer school. The Board wanted to know how much the cost was to run summer school. Superintendent, Jared Caylor shared that it is approximately 50K.

There being no further discussion, the Board voted unanimously to approve summer school.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

#### **12.5 COMMITTEE ON ASSIGNMENTS:**

A motion was made by Todd Henderson and seconded by Cody Lamb to approve the following for committee on assignments:

- Sherri Peterson-English
- James Johnson-Physics
- Josh Jackson-Credit Recovery
- Ana Thuemler-Leadership
- T. Mendonsa-Yearbook
- 

Josh Jackson is the only one who might be a misassignment. He is the newest one added to the list.

There being no further discussion, the Board voted unanimously to approve the committee on assignments.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.6 EL MASTER  
PLAN:**

A motion was made by Todd Henderson and seconded by Cody Lamb to approve the EL Master Plan. The purpose of this program is for English Learners(EL's) to develop fluency in speaking, listening, reading and writing English, to promote cross-cultural understanding, and to provide equal opportunity for academic achievement.

There being no further discussion the Board voted unanimously to approve the EL Master Plan.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.7 CUHSD  
HEALTH  
&  
WELLNESS  
POLICY:**

A motion was made by Todd Henderson and seconded by Cody Lamb to approve the Health and Wellness Policy.

CUHSD is committed to providing school environments that promote and protect student's health, well-being and ability to learn by supporting healthy eating habits and physical activity.

There being no further discussion, the Board voted unanimously to approve the health and wellness policy.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.8 SALARY  
SCHEDULE :**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the following salary schedule:

▪ **CUHSD Classified Management**

There being no further discussion, the Board voted unanimously to approve the salary schedule.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.9 DELTA  
BLUEGRASS  
FIELD  
MAINTENANCE:**

No action was taken.

This estimate was dated 5/31 for 90,000 sq. ft for \$29,250.00. Superintendent, Jared Caylor approved this item.

Board Member, Cody Lamb wanted to ensure that someone will come out to train on how to mow this properly. Superintendent, Jared Caylor shared that this was a priority – YES.

There being no further discussion, the Board voted unanimously to approve the agreement.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Tony Turri	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Cody Lamb	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.10 FUTURE  
AGENDA ITEMS:**

Board President, Larry Glover would like to request to hold 3 meetings at 6:45p.m. The meetings for August, September and October would be modified and then the schedule would go back to 5:45 in November. The Board is willing to hold a Special Board meeting the first week in August in order to do so.

**13. ADJOURNMENT:**

A motion was made by Cody Lamb and seconded by Tony Turri to adjourn the meeting at 7:11 p.m.

**Approved**

  
\_\_\_\_\_  
Larry Glover, President

\_\_\_\_\_  
Jim Bingham, Clerk

# Corning Union High School Special School Board Meeting

**DATE** June 14, 2023

**TYPE OF MEETING:**  
Special

**TIME:** 4: 00 P.M.

**MEMBERS ABSENT:**  
Larry Glover  
Jim Bingham

**PLACE:** Corning Union High School  
Library

**VISITORS:**

**MEMBERS PRESENT:**  
Todd Henderson  
Tony Turri, Cody Lamb

**SCHOOL DISTRICT REPRESENTATIVES:**  
Jared Caylor, District Superintendent  
Diana Davisson, Chief Business Official  
Jessica Marquez, Administrative Assistant to Superintendent

## **THE CORNING UNION HIGH SCHOOL -**

- 1. CALL TO ORDER:** The meeting was called to order at 4:00 p.m. by Board Member, Todd Henderson.
- 2. PLEDGE OF ALLEGIANCE:** Board Member, Todd Henderson asked the Board and audience to stand for the flag salute.
- 3. ROLL CALL:** Board Member, Todd Henderson asked for a roll call.  
  
Attendance is as follows:
  - Tony Turri
  - Todd Henderson
  - Cody Lamb  
Members Absent:
  - Jim Bingham
  - Larry Glover
- 4. PUBLIC COMMENT:** Board Member, Todd Henderson asked for public comment and there was none.

**5. CUHSD BUDGET PRESENTATION:**

Chief Business Officer presented the budget and some highlights are as follows:

**Revenue by Object Total Amount**

▪ LCFF Sources	16,342,041
▪ Federal Revenue	1,075,247
▪ Other State Revenue	1,739,216
▪ Other Local Revenue	1,338,571
▪ Total Revenue	20,495,075
▪ Transfers In & Others	0
▪ Total Resources	20,495,075

**Expenditure by Object Total Amount**

• Cert. Non-Mgt Salaries	7,256,532
• Class. Non-Mgt Salaries	3,261,903
• Management Salaries	1,004,934
• Employee Benefits	4,921,208
• Books & Supplies	1,154,700
• Services & Operating	2,550,656
• Capital Outlay	258,466
• Other Outgo	434,311
• Total Expenditure	20,842,710
• Transfer out & Other	70,000
• Total Uses	20,912,710

**2022-23 2<sup>nd</sup> interim projection of 23.24 to initial**

There are over 400K in revenue changes – due to governor's budget

**22.23 2ND INTERIM projection of 23.24 23.24 INITIAL DIFFERENCE**

LCFF SOURCES	16,634,345	16,342,041	-292,304
FEDERAL REVENUE	1,110,418	1,075,247	-35,171
OTHER STATE REVENUE	1,794,695	1,739,216	-55,479
OTHER LOCAL REVENUE	1,371,831	1,338,571	-33,260
TOTAL REVENUES	20,911,289	20,495,075	-416,214

**22.23 2ND INTERIM projection of 23.24 23.24 INITIAL DIFFERENCE**

Certificated Salaries	7,803,029	8,021,981	218,952
Classified Salaries	3,303,846	3,501,388	197,542
Employee Benefits	5,216,294	4,921,208	-295,086
Books & Supplies	1,070,582	1,154,700	84,118
Services	4,261,567	2,550,656	-1,710,911
Capital Outlay	418,081	258,466	-159,615
Other Outgo	377,851	435,811	57,960
TOTAL Expenditures	22,517,364	20,912,710	

Adult Ed FD 11	Cafeteria FD 13	Deferred Maint FD 14	Pupil Transp. FD 15
Revenue & Sources 127,786	619,043	300,000	70,000
Expenditures & Uses 85,476	809,226	422,870	0



Expenditures & Uses	85,476	809,226	422,870	0
Net Change	42,310	-190,183	-122,870	70,000
Beginning Balance	49,177	428,387	375,966	70,000
Ending Balance	91,487	238,204	253,096	140,000

	Ranch FD 19	Capital Facilities FD 25	Facilities FD 35	Foundation FD 73
Revenue & Sources	161,000	67,800	0	0
Expenditures & Uses	238,323	3,200	-100,000	21,334
Net Change	-77,323	64,600	-100,000	-21,334
Beginning Balance	3,370,920	0	4,513,730	351,899
Ending Balance	3,293,597	64,600	4,413,370	330,565

255/26 ongoing salary increases on the salary schedule and this is why the district does a 3 year projection to pick up on any trends. Also, why the district is conservative.

A budget attachment was shared which is required by Ed Code Section 42127(a)(2)(B) which requires statement of the reasons that substantiate the need for assigned and unassigned ending fund balances in excess of the minim reserve standard for economic uncertainties.

There was also Resource 1400 Education Protection Account Report shared which is also required by Ed Code. The district has always used towards certificated instructional salaries. The total expenditures and other financing uses totals 3,2590,800.00 (approximately 20 teachers). This is captured in LCFF funds.

Board Member, Cody Lamb commented that the projection reads 27% down and asked if that was due to Charlie Troughton's retirement- CBO, Diana Davisson confirmed and reflects in the projections. Board Member, Cody Lamb also asked about the travel for conferences and if that was for teachers, for professional development purposes. CBO, Diana Davisson shared that this was for Admin, Teachers and other staff for Professional Development. Superintendent, Jared Caylor shared that there are now a lot of in person meetings and conferences and also, we have a new Ag Teacher and those conferences that are attended by the Ag Department can be pretty expensive.

## 6. CUHSD LCAP PRESENTATION:

Superintendent, Jared Caylor shared the following:

LCAP is a compliance document and page #11 shares the goals and actions. Highlights are as follows:

- Goal #1 to increase the number of students who are prepared for all post-secondary opportunities they choose to pursue.

### Measuring and Reporting Results

% of teachers miss assigned	0%
%of students graduating having completed the A-G sequence	22.18%
% of students passing the Advanced Placement test with 3 or better	46%
%of students who have met or exceeded the standard on the CAASPP English Test (11 <sup>th</sup> grade)	48%
% of students who have met or exceed the standard on the CAASPP Math Test (11 <sup>th</sup> grade)	18%
CTE course completion rate (average per student)	8.4
Graduation Rate (4-year cohort)	92.1%
Average Student GPA	2.95

% of courses with sufficient materials to implement common core state standards 100%

Page #17 Goals & Actions

Goal #2 to create a safe and well-maintained learning environment that promotes respect and responsibility among students.

**Measuring and Reporting Results**

Average daily student attendance %	95%
% of students that are chronically absent	8%
Total suspensions	50
Annual Facilities Inspection Tool report	Good
Expulsion rate	0
Educational partner sense of safety/connectedness as measured by annual surveys (Grade 9)	75%
Drop out rate as measured by state reporting	4%

Superintendent, Jared Caylor shared that now that the district has implemented the Strategic Plan, some of those goals may be included in this report next year.

**7. PUBLIC INPUT ON THE  
2023-24 CUHSD LCAP-**

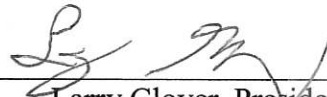
There was none.

**8. PUBLIC INPUT ON  
THE 2023 CUHSD  
BUDGET:**

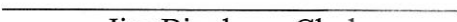
There was none.

**9. ADJOURNMENT:**

A motion was made by Tony Turri and seconded by Cody Lamb to adjourn the meeting at 5:07 p.m.

  
Larry Glover, President

**Approved**

  
Jim Bingham, Clerk

## ReqPay12c

## Board Report

Checks Dated 06/15/2023 through 07/26/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40250530	06/16/2023	JARDIN, MATTHEWS	76-9212	ASST GIRLS V TRACK		
40250531	06/16/2023	AMAZON CAPITAL SERVICES, INC	01-4300	CHEMISTRY EQUIPMENT		3,012.91
40250532	06/16/2023	ARAMARK	01-5500	LAUNDRY CLEANING SVC	640.46	802.24
				TRANS LAUNDRY SVC	48.11	
40250533	06/16/2023	CDW GOVERNMENT	01-5508	UNIFORMS	139.37	827.94
40250534	06/16/2023	CORNING LUMBER COMPANY	01-4300	DISTRICT INK		706.83
40250535	06/16/2023	CRYSTAL CREAMERY	13-4700	NSLP DAIRY		57.58
40250536	06/16/2023	CSU, CHICO	01-5800	EDUC PD INTERN S23 EDP1 1999		459.00
40250537	06/16/2023	GOLD STAR FOODS, INC	13-4700	NSLP FOOD		1,500.00
40250538	06/16/2023	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	1,671.48	1,951.50
40250539	06/16/2023	MJB WELDING SUPPLY	01-4312	TRANS FUEL-DIESEL		
40250540	06/16/2023	NELSON, JEFFREY N.	01-4300	SEMESTER CYLINDER EXCHANGE	3,336.57	5,008.05
40250541	06/16/2023	OLIVE CITY AUTO PARTS DERODAL INC	01-5800	CATER SERVICES		445.21
40250542	06/16/2023	OUTDOOR CREATIONS INC	01-4300	M&O SUPPLIES		500.00
40250543	06/16/2023	PALMARES, PHILIP M	01-6400	TABLES FOR NEW QUAD	89.34	
40250544	06/16/2023	PITNEY BOWES PURCHASE POWER	01-5202	MILEAGE		45,551.35
40250545	06/16/2023	SHEPHERD POTTERY INC	01-5620	POSTAGE LEASE 15823703		25.67
40250546	06/16/2023	SOUTH AVENUE ACE HARDWARE	01-4300	CERAMIC MATERIALS		581.22
				M&O SUPPLIES	592.56	26.67
				PAINT SUPPLIES	162.85	
				RANCH-VARIOUS MATERIALS/SUPPLIES	86.94	842.35
40250547	06/16/2023	STERIL AND SCHOOL BUS CONSULT	01-5800	BUSINESS MENTOR		1,881.25
40250548	06/16/2023	SYSCO SACRAMENTO, INC.	01-4300	STAFF BBQ 06/08/23	2.26	
				STAFF BBQ 06/08/23	33.92	
				NSLP SUPPLIES	591.35	
				GAOEP FOOD	226.38	
40250549	06/16/2023	THE DANIELSEN COMPANY	01-4300	NSLP FOOD		
				STAFF BBQ 06/08/23	226.00	1,079.91
40250550	06/16/2023	THE PAPER GROUP INC.	01-4307	STAFF BBQ 06/08/23	5.49	
				M&O SUPPLIES 7102358	82.31	87.80
					329.55	
40250551	06/16/2023	U.S. TELEPACIFIC DBA TPX COMMUNICATIONS	01-5901	TELEPHONE SERVICE 149142	1.53	331.08
40250552	06/16/2023	W.W. GRAINGER, INC.	01-4300	ERGONOMIC SUPPLIES		452.95
40250553	06/16/2023	WAXIE SANITARY SUPPLY	01-4400	FLOOR SCRUBBERS		118.61
40250554	06/16/2023	ZEEMAS	01-5800	STAFF AWARDS	167.89	4,901.28
				Unpaid Sales Tax	167.89	
				Unpaid Sales Tax	.39-	167.50

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ESCAPE ONLINE

## ReqPay12c

## Board Report

Checks Dated 06/15/2023 through 07/26/2023

Board Meeting Date August 10, 2023

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40250895	06/26/2023	CALIFORNIA VALUED TRUST	01-3402	JULY 2023 - J. BINGHAM // MDV JULY 2023 - L. GLOVER // MDV JULY 2023 - T. HENDERSON // D	2,272.48 1,217.48 155.41	
			01-3701	JULY 2023 - T. TURRI // MDV JULY 2023 - D. SCHLOM JULY 2023 - J. BEARDSLEY JULY 2023 - J. NELSON	1,435.48 1,756.11 1,041.11 1,041.11	
				JULY 2023 - M. AEBEE JULY 2023 - M. BEARDSLEY JULY 2023 - M. WILLIAMS JULY 2023 - T. LAMB	1,806.53 1,041.11 1,517.53 2,885.53	
			01-3702	JULY 2023 - W. VADER JULY 2023 - D. HAMILTON JULY 2023 - M. RODRIGUEZ JULY 2023 - S. HOAG	1,041.11 1,268.19 1,847.24 953.24	
			76-9513	JULY 2023 MEDICAL	148,762.20	
			76-9551	JULY 2023 LIFE	100.70	
			76-9552	JULY 2023 DENTAL	17,981.45	
			76-9553	JULY 2023 VISION	2,264.13	190,378.14
40251013	06/27/2023	ALL AMERICAN EMERGENCY SERVICE	01-5600	GENERATOR RENTAL		500.00
40251014	06/27/2023	AMAZON CAPITAL SERVICES, INC	01-4200	ASSETS - BOOK CLUB SUMMER 2023 GRAPHIC NOVELS/SSR BOOKS CONST TECH	139.64 1.94 .32	
40251015	06/27/2023	APPEAL DEMOCRAT	01-4300	PUBLIC HEARING NOTICE BOARD		137.38
40251016	06/27/2023	ARAMARK	01-5500	LAUNDRY CLEANING SVC TRANS LAUNDRY SVC UNIFORMS	688.90 50.07 287.61	129.00
			01-5508	CAFE LAUNDRY SERVICE	47.55	1,074.13
40251017	06/27/2023	BAKER DISTRIBUTING COMPANY	01-4300	HVAC SUPPLIES	1,514.22	
40251018	06/27/2023	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505	PEST SVC PEST SVC (CENT.)	6.91 250.00 50.00	1,521.13
40251019	06/27/2023	CDW GOVERNMENT	01-4300	PEST SVC (RANCH) DISTRICT INK	50.00 267.45	350.00
40251020	06/27/2023	CITY OF CORNING	01-6200 01-5502	NETWORK SWITCHES FOR CENTENNIAL COR 154,155,194 CUHSD WATERSEWER COR 157 TRANS WATERSEWER	3,254.58 3,374.52 69.62	3,522.03

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ESCAPE ONLINE

## ReqPay12c

## Board Report

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Board Meeting Date August 10, 2023

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40251020	06/27/2023	CITY OF CORNING	01-5502	COR 37, 176 CENT WATER/SEWER	616.96	4,061.10
40251021	06/27/2023	COASTAL BUSINESS SYSTEMS, INC.	01-4300	STAPLES FOR COPY MACHINE		463.18
40251022	06/27/2023	CORNING LUMBER COMPANY	01-4300	M&O SUPPLIES		217.45
40251023	06/27/2023	DEPT OF THE TREASURY-IRS	01-5800	CHANGES TO FORM 941 123121		361.16
40251024	06/27/2023	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	1,412.20	
			01-4312	TRANS FUEL-DIESEL	1,350.77	2,762.97
40251025	06/27/2023	JASON QUILLEN	19-4300	2766 SWATHED, RAKED & BAILED HAY		6,242.20
40251026	06/27/2023	LES SCHWAB	01-5600	TRANS TIRES-SERVICE		466.42
40251027	06/27/2023	MID-VALLEY VETERINARY HOSPITAL	19-4300	VET SUPPLIES		97.00
40251028	06/27/2023	MT. SHASTA SPRING WATER CO. INC	01-5800	TRANS - WATER SERVICE	43.26	
				WATER SERVICES	37.72	80.98
40251029	06/27/2023	NOR-CAL TOILET RENTALS	01-5600	TOILET RENTAL- SOCCER FIELD		199.12
40251030	06/27/2023	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	M&O SUPPLIES		30.09
40251031	06/27/2023	ORLAND ACE HARDWARE	01-4300	M&O SUPPLIES		21.54
40251032	06/27/2023	PRO PACIFIC FRESH	13-4700	NSLP FRUIT/VEGETABLES	496.54	
				SOBER GRAD	81.01	577.55
40251033	06/27/2023	ROMERO FARM & LABOR	19-5800	OLIVE TREE COVERS INSTALL & TIE UP		4,343.50
40251034	06/27/2023	SOUTH AVENUE ACE HARDWARE	01-4300	M&O SUPPLIES	443.37	
			14-4300	PAINT SUPPLIES	23.24	466.61
40251035	06/27/2023	SYSOCO/SACRAMENTO, INC.	13-4700	SOBER GRAD		321.81
40251036	06/27/2023	TEHAMA CO DEPT OF EDUCATION	01-5830	FINGERPRINTING SERVICE		192.00
40251037	06/27/2023	THE DANIELSEN COMPANY	13-4700	SOBER GRAD		274.34
40251038	06/27/2023	TINAL COOK TLC SIGN LANGUAGE	01-5800	ASL TRANSLATION SERVICES FOR GRADUATION		700.00
40251039	06/27/2023	W.W. GRAINGER, INC.	01-4300	CUSTODIAL SUPPLIES	329.98	
				MAINTENANCE SUPPLIES	394.70	
40251040	06/27/2023	WAXIE SANITARY SUPPLY	01-4400	MAINTENANCE SUPPLIES	565.85	1,290.53
40251359	06/30/2023	ARAMARK	01-4300	CUSTODIAL SUPPLIES		1,287.95
			01-5500	LAUNDRY/CLEANING SVC	968.67	
				TRANS LAUNDRY SVC	50.07	
40251360	06/30/2023	ATTORNEY GENERAL'S REGISTRY OF CHARITABLE	01-5508	UNIFORMS	188.23	606.97
40251361	06/30/2023	CHAVAN & ASSOCIATES	19-5800	RFE-1 06/30/21		75.00
40251362	06/30/2023	CITY OF CORNING POLICE DEPT.	01-5800	22/23 AUDIT FEES		10,350.00
40251363	06/30/2023	CORNING CARPET	14-6200	SCHOOL RESOURCE OFFICER		6,893.29
40251364	06/30/2023	CORNING LUMBER COMPANY	01-4300	1/2 OF CARPET INSTALL FOR C-WING		19,802.10
40251365	06/30/2023	DUBUQUE BANK & TRUST COMPANY	01-7438	M&O SUPPLIES		59.50
			01-7439	SOLAR LOAN PAYMENT	7,034.09	
				SOLAR LOAN PAYMENT	42,965.91	50,000.00

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ESCAPE ONLINE



## ReqPay12c

## Board Report

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40251366	06/30/2023	ENVOY PLAN SERVICES C/O TSA CONSULTING GROUP, INC.	76-9519	TSA 403B FEES		110.40
40251367	06/30/2023	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	1,054.40	
			01-4312	TRANS FUEL-DIESEL	428.90	1,483.30
40251368	06/30/2023	JARDIN KELLEY	01-5800	CIF-STATE TRACK MEET FRESNO		10.00
40251369	06/30/2023	LOZANO SMITH, LLP	01-5801	22/23 PROF/LEGAL SVCS		6,077.00
40251370	06/30/2023	NORTHWEST LIFT SERVICE, INC.	01-5800	CONTAINER LIFT	562.61	
				Unpaid Sales Tax	2.61-	560.00
40251371	06/30/2023	O'REILLY AUTO PARTS	01-4300	MATERIALS/SUPPLIES		131.87
40251372	06/30/2023	P.G. & E	01-5503	CUHS ELECTRIC/GAS 6218	17,042.77	
40251373	06/30/2023	PITNEY BOWES PURCHASE POWER	01-5504	CUHS ELECTRIC/GAS 6218	1,409.21	18,451.98
40251374	06/30/2023	PRO PACIFIC FRESH	01-5904	22/23 PURCHASE POWER 4538		1,117.94
40251375	06/30/2023	RED BLUFF OUTDOOR POWER	01-4300	NSLP FRUIT/VEGETABLES		534.37
				WEED EATER PARTS	19.36	
			01-5600	WEED EATER PARTS	118.10	
40251376	06/30/2023	S&K SEAL & STRIPE	14-6170	BUS BARN & SOUTH GYM PARKING LOT	.31-	137.15
40251377	06/30/2023	SOUTH AVENUE ACE HARDWARE	01-4300	M&O SUPPLIES		48,530.00
				Unpaid Sales Tax	278.65	
40251378	06/30/2023	ST ELIZABETH COMM HSP DIGNITY HEALTH	01-4300	PAINT SUPPLIES	116.35	395.00
40251379	06/30/2023	THE BASIX LLC LAWRENCE A ROUSS	01-4300	CPR		174.56
40251380	06/30/2023	THE PAPE GROUP, INC KENWORTH	01-4300	BLOCK C LETTER WITH MUSIC		235.81
				TRANS PARTS/SUPPLIES 7106581	290.34	
40251381	06/30/2023	W.W. GRAINGER, INC	01-4300	Unpaid Sales Tax	1.34	291.68
				CUSTODIAL SUPPLIES	784.53	
40251697	07/12/2023	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4300	MAINTENANCE SUPPLIES	158.45	942.98
				ASSETS- ITALIAN CLUB EOY PICNIC	120.83	
				ASSETS- Spring BBQ ITALIAN CLUB	111.78	
				COOKING		
				EARTH SCIENCE EQUIPMENT	511.15	
				FOOD	1,004.91	
				GRADUATION CEREMONY SUPPLIES	70.26	
				GRADUATION DECORATIONS	331.80	
				J CAYLOR MISC. CHARGE	86.87	
				Q4 SOTM CEREMONY	38.76	
				ROBBINS SENSORY VEST	410.87	
				STAFF BBQ 06/08/23	67.88	
				STARS-BALLET FOLK SUMMER CAMP 2023	497.37	

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40251697	07/12/2023	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4300	STRIVEENDOYEAR	94.05	
			01-4307	CAFETERIA LUNCH APPRECIATION	126.27	
				COACHES PRESEASON DINNER	271.99	
				FOOD BAGS FOR STUDENTS	218.84	
				STAFF BBQ 06/08/23	1,018.18	
				STAFF APPRECIATION SUPPLIES	207.58	
				STRIVEENDOYEAR	390.61	
				TRANSPORTATION LUNCH FROM FALL COMPETITION WIN	142.37	
			01-5200	7/17-7/19 A BEAUMONT AVID PATH ELK GROVE	645.00	
				7/17-7/19 P JIMENEZ AVID PATH ELK GROVE	645.00	
				7/17-7/20 T MOYER CA MTSS 2023 PROF	429.97	
				9/29 J LAWRENCE CSU COUNSELOR CONF SAC	353.62	
				9/6-9/8 H FELCIANO STUDENT MENTAL WELL ANAHEIM	400.29	
				9/6-9/8 T MOYER STUDENT MENTAL WELLNESS ANAHEIM	400.29	
			01-5600	PELCO CAMERA REPAIR	181.45	
				CENENNIAL SENIOR TRIP	230.90	
			01-5800	CIF STATE TRACK MEET FRESNO	470.94	
				GAS CARD FOR PARENT- JM	180.00	
				ONLINE IT TRAINING LIBRARY D VERNER	299.00	
			01-5833	SHIPPING FOR CAMERA REPAIR	18.29	
			01-5904	SHIPPING FOR VALCOM REPAIR	111.29	
				6/12-6/15 A BAKKI CASAS SUMMER ANAHEIM	932.96	
			11-5200	SOBER GRAD	219.92	
			13-4700	LAUNDRY CLEANING SVC	368.67	
			01-5500	TRANS LAUNDRY SVC	68.00	
				UNIFORMS	37.58-	
				CALNET 3-TELEPHONE SVC		
				AT&T MOBILITY		
			01-5901	ALARM SVC		
			01-5507	DIESEL FUEL EXEMPT BUS		
			01-5800	BOOKS FOR SCHREIBER		
			01-4200			

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## Board Report

**Board Meeting Date August 10, 2023**

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40251833	07/13/2023	CORNING SAFE & LOCK	01-5600	KEY SERVICE		877.13
40251834	07/13/2023	GLENN COUNTY OFFICE OF ED	01-8096	CHARTER IN LIEU 22-23 P-2		10,891.00
40251835	07/13/2023	GOLD STAR FOODS, INC	13-4700	NSLP FOOD		2,036.29
40251836	07/13/2023	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	1,086.26	
40251837	07/13/2023	IEC POWER, LLC	01-4312	TRANS FUEL-DIESEL	880.63	1,965.89
40251838	07/13/2023	INDOOR ENVIRONMENTAL SERVICES	01-5600	SOLAR MAINTENANCE		1,330.11
			01-5600	VENTILATION UPGRADES	77,973.20	
40251839	07/13/2023	LAUREL AG AND WATER - LODI	01-5800	VENTILATION UPGRADES	18,647.92	96,621.12
40251840	07/13/2023	MODEL 1 COMMERCIAL VEHICLES, I NC	19-4300	ORCHARD - MATERIALS/SUPPLIES		46.81
40251841	07/13/2023	OLIVE CITY AUTO PARTS DERODA,INC	01-4300	MATERIALS & SUPPLIES		161.30
40251842	07/13/2023	P G & E	01-5503	M&O SUPPLIES		32.67
40251843	07/13/2023	P G & E	01-5503	CENT ELECTRIC/0308-1		11,237.39
40251844	07/13/2023	P G & E	01-5503	TRANS ELECTRIC/GAS 1749-6		548.06
40251845	07/13/2023	P G & E	01-5503	R FARM 3914 ELECTRIC/8947-8 START 12/2022		663.48
40251846	07/13/2023	P G & E	19-5503	RANCH 4916 & 7250 ELECTRIC		1,034.47
40251847	07/13/2023	P G & E	19-5503	RANCH 4916 & 7250 ELECTRIC		1,086.13
			01-5503	R FARM 3914 ELECTRIC/8947-8 START 12/2022		638.99
40251848	07/13/2023	SOUTH AVENUE ACE HARDWARE	01-4300	M&O SUPPLIES	423.89	
			01-4300	OPEN PO FOR SUPPLIES	62.65	
			14-4300	PAINT SUPPLIES	352.93	
40251849	07/13/2023	VERIZON WIRELESS SERVICES LLC	19-4300	RANCH-VARIOUS MATERIALS/SUPPLIES	97.91	937.38
40251936	07/19/2023	AMAZON CAPITAL SERVICES, INC	01-6902	DISTRICT CELL PHONE SERVICE		107.50
40251937	07/19/2023	AT&T MOBILITY SPECTRUM	01-6901	SAFETY FUNDS VIA KEENAN		707.89
40251938	07/19/2023	BAKER DISTRIBUTING COMPANY	01-4300	AT&T MOBILITY		209.46
			01-4300	HVAC SUPPLIES	109.02	
40251939	07/19/2023	BEAUMONT, ANDREA	01-5200	Unpaid Sales Tax	.51	109.53
			01-5200	7/17-7/19 A BEAUMONT AVID PATH ELK GROVE		52.00
40251940	07/19/2023	CASBO	01-5300	23-24 CASBO ORGANIZATIONAL SUBSCRIPTION		1,750.00
40251941	07/19/2023	CITY OF CORNING	01-5502	COR 154 155,164 CUHSD WATER/SEWER	3,515.21	
			01-5502	COR 157 TRANS WATER/SEWER	69.16	
40251942	07/19/2023	COMODO SECURITY SOLUTIONS INC	01-5833	COR 37,176 CENT WATER/SEWER	696.72	4,281.09
			01-5833	COMODO SECURITY SOFTWARE RENEWAL		4,050.00
40251943	07/19/2023	FRONTLINE TECHNOLOGIES, LLC	01-5833	23/24 AESOP-SERVICES		5,226.23

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ONLINE



## ReqPay12c

## Board Report

Checks Dated 06/15/2023 through 07/26/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40251944	07/19/2023	GAYNOR TELESYSTEMS, INC	14-6200	VALCOM SYSTEM FOR CENTENNIAL		16,609.23
40251945	07/19/2023	GREEN WASTE OF TEHAMA	01-5506	DISPOSAL R-FARM 4018-2763626	209.87	
			19-5506	DISPOSAL FARM-RANCH 4018-2783982	209.87	419.74
40251946	07/19/2023	JIMENEZ, PEDRO	01-5200	7/17-7/19 P JIMENEZ AVID PATH ELK GROVE		52.00
40251947	07/19/2023	JRD FOOD SERVICES CORNING PAPA MURPHY'S PIZZA	13-4700	NSLP PIZZA		2,400.00
40251948	07/19/2023	LARRY D. MOLDENHAUER, D.C	01-5800	DRIVER PHYSICALS		120.00
40251949	07/19/2023	MCHALE SIGN CO INC,	01-6400	FOOTBALL/BASEBALL SCOREBOARDS		8,394.00
40251950	07/19/2023	O'REILLY AUTO PARTS	01-4300	MATERIAL SUPPLIES		63.79
40251951	07/19/2023	REDDING PAINT MART INC	14-4300	PAINT SUPPLIES	4,225.00	
40251952	07/19/2023	SCENARIO LEARNING, LLC VECTOR SOLUTIONS	01-5800	23-24 SPED KEENAN PD	9.81-	4,215.19
40251953	07/19/2023	SELF	01-5450	AB 218 REVIVED LIABILITY FUNDING PLAN		717.50
						20,240.79
40251954	07/19/2023	SMALL SCHOOL DISTRICTS ASSOC	01-5300	23/24 SMALL SCHOOL DIST ASSOC FEE		1,325.00
40251955	07/19/2023	SMARTTRASH	01-5800	COMPACTOR MONITOR		80.00
40251956	07/19/2023	SOUTH AVENUE ACE HARDWARE	14-4300	PAINT SUPPLIES	53.20	
			19-4300	RANCH-VARIOUS MATERIALS/SUPPLIES	110.74	163.94
40251957	07/19/2023	STIER RYLAND SCHOOL BUS CONSULT	01-5800	BUSINESS MENTOR		2,537.50
40251958	07/19/2023	TEHAMA COUNTY DEPT OF ENVIRONMENTAL HEALTH	01-5800	HAZARDOUS WASTE FEES	740.00	
			13-5800	SCHOOL CAFE SNR PROG/SCHOOL SAT FOOD	265.00	1,005.00
40251959	07/19/2023	TERESA MOYER	01-5200	7/17-7/20 T MOYER CA MTSS 2023 PROF		298.17
40251960	07/19/2023	TOTAL COMPENSATION SYSTEMS	01-5800	GASB 75 ROLL FORWARD EVALUATION		720.00
40251961	07/19/2023	TRANSFINDER	01-5833	2023/24 ROUTING SOFTWARE		4,850.00
40251962	07/19/2023	WASTE MANAGEMENT	01-5506	CENT DISPOSAL 4-02058-55008	370.85	
				CUHS DISP 13-88262-43003/4-02058-75004	1,459.96	
40252146	07/24/2023	AGROMILLORA CALIFORNIA	19-4300	SUMMER CLEAN UP DUMPSTER	698.52	3,065.22
				5/18/23 MANZANILLA OLIVES/TREE PROTECTORS		1,032.00
40252147	07/24/2023	AMAZON CAPITAL SERVICES, INC	01-4300	LONG PC POWER CORDS	79.17	
				SOLID STATE DRIVES FOR LIBRARY PCS	1,999.36	2,078.53
40252148	07/24/2023	ARAMARK	01-5500	TRANS LAUNDRY SVC		100.14
40252149	07/24/2023	CALIFORNIA SCHOOL BOARDS ASSOC C/O WESTAMERICA BANK	01-5300	7/1/23-6/30/24 MEMBERSHIP	8,285.00	
			01-5800	GAMUT POLICY PLUS	5,170.00	13,455.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

## ReqPay12c

## Board Report

Checks Dated 06/15/2023 through 07/26/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40252150	07/24/2023	CDW GOVERNMENT	01-4300	SURGE PROTECTORS FOR NETWORK SWITCHES		1,002.94
40252151	07/24/2023	COASTAL BUSINESS SYSTEMS, INC.	01-5620	COPY CENTER COPIERS	3,984.52	
				CUHSD COPIERS	5,085.99	
				CUHSD COPIERS	71.79	9,142.30
40252152	07/24/2023	CORNING SAFE & LOCK	01-5600	KEY SERVICE		622.40
40252153	07/24/2023	EWING IRRIGATION	01-4300	M&O SUPPLIES	1,369.53	
40252154	07/24/2023	GINNO CONSTRUCTION INC.	01-6170	QUOTE FOR BID SHADE STRUCTURE	6.36	1,375.89
40252155	07/24/2023	HUNT & SONS, INC	01-4811	FUEL GAS	1,730.05	189,907.68
40252156	07/24/2023	ITS/AVVY LLC	01-4312	FUEL DIESEL	1,054.40	2,784.45
			01-4300	CHROMEBOOKS FOR BOARD MEMBERS	99.93	
			01-5833	ADOBE CREATIVE CLOUD	2,485.00	
				DUO MFA FOR AERIES	1,383.75	3,968.68
40252157	07/24/2023	LOZANO SMITH, LLP	01-5801	22.23 PROF/LEGAL SVCS		5,414.30
40252158	07/24/2023	MT. SHASTA SPRING WATER CO. INC	01-5800	TRANS WATER SERVICE		27.86
40252159	07/24/2023	NATIONAL CENTER FOR EXECUTIVE LEADERSHIP	01-5800	7/1/23-6/30/24 ADVISOR TO SUPERINTENDENT		5,000.00
40252160	07/24/2023	NGSIC	01-5450	23/24 INSURANCE RENEWAL		151,265.00
40252161	07/24/2023	OFFICE DEPOT	01-4300	OFFICE SUPPLIES		151.20
40252162	07/24/2023	TEHAMA CO DEPT OF EDUCATION	01-5800	2022/2023 TECHNOLOGY SERVICES	19,513.00	
			01-5830	FINGERPRINTING SERVICE	64.00	19,577.00
40252163	07/24/2023	U.S. TELEPACIFIC DBA TPX COMMUNICATIONS	01-5901	TELEPHONE SERVICE 149142		453.02
40252294	07/25/2023	CALIFORNIA'S VALUED TRUST	01-3402	AUG 2023 - J. BINGHAM // MDV	2,272.48	
				AUG 2023 - L. GLOVER //MDV	1,217.48	
				AUG 2023 - T. HENDERSON//D	155.41	
				AUG 2023 - T. TURRI //MDV	1,435.48	
			01-3701	AUG 2023 - D. SCHLOM	1,756.11	
				AUG 2023 - J. BEARDSLEY	1,041.11	
				AUG 2023 - J. NELSON	1,041.11	
				AUG 2023 - M. ALBEE	1,806.53	
				AUG 2023 - M. BEARDSLEY	1,041.11	
				AUG 2023 - M. WILLIAMS	1,517.53	
				AUG 2023 - T. LAMB	2,885.53	
				AUG 2023 - W. VADER	1,041.11	
			01-3702	AUG 2023 - D. HAMILTON	1,268.19	
				AUG 2023 - M. RODRIGUEZ	1,847.24	
				AUG 2023 - S. HOAG	963.24	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

## ReqPay12c

## Board Report

Checks Dated 06/15/2023 through 07/26/2023

Board Meeting Date August 10, 2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40252294	07/25/2023	CALIFORNIA VALUED TRUST	76-9513	AUG 2023 MEDICAL	148,636.00	
			76-9551	AUG 2023 LIFE	100.70	
			76-9552	AUG 2023 DENTAL	17,826.53	
			76-9553	AUG 2023 VISION	2,250.25	190,093.14
Total Number of Checks					147	1,290,522.35

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL	124	834,070.27
11	ADULT EDUCATION	1	932.96
13	CAFETERIA SPEC REV	13	10,202.85
14	DEFERRED MAINTENANCE	9	89,874.90
19	FOUNDATION SPECIAL	12	14,462.57
76	WARRANT/PASS-THRU	4	341,035.27
Total Number of Checks		147	1,290,518.82
Less Unpaid Sales Tax Liability			3.53-
Net (Check Amount)			1,290,522.35

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 9 of 9

Register 001147 - 08/02/2023

Bank Account COUNTRY - COUNTRY

Payment Id	Comment	Check Amt	Status	Printed	U.S. BANK CORPORATE PAYMENT SYSTEM (000631/1)
Check # 40252672	01	17,600.50			
0693-0717	CPR 1ST AID FOR COACHES		01-1100-0-1110-4200-5800-410-000-000		205.00
3130-0711	TEMPERATURE MONITORING FOR CAFE AND TECH		01-0000-0-0000-7200-5833-410-000-603		45.00
3148-0719-001	7/17-7/19 A BEAUMONT AVID PATH ELK GROVE		01-4127-0-1110-1000-5200-410-000-000		435.44
3148-0719-002	7/17-7/19 P JIMENEZ AVID PATH ELK GROVE		01-4127-0-4760-1000-5200-410-000-000		435.44
3148-0719-003	7/17-7/19 P JIMENEZ AVID PATH ELK GROVE		01-4127-0-4760-1000-5200-410-000-000		5.44
5107-0718-001	6/20 FNL STARS FASTRACK FEES		01-4124-0-1135-1000-5800-410-000-201		10.75
5107-0718-002	6/20 FNL STARS FASTRACK FEES		01-4124-0-1135-1000-5800-410-000-201		7.00
5107-0719-001	10/3-10/6 E LOPEZ CODESTACK SAN DIEGO		01-6500-0-5001-3115-5200-410-000-000		162.96
5107-0719-002	10/3-10/6 H FELCIANO CODESTACK SAN DIEGO		01-3310-0-5760-1190-5200-410-000-401		162.96
5107-0719-003	10/3-10/6 C RIDDELE CODESTACK SAN DIEGO		01-0000-0-0000-7200-5200-410-000-000		162.96
5107-0721	MOWER PARTS		01-0723-0-0000-3600-4300-410-000-000		2,381.93
5702-0623-001	6/24-6/29 E BROWN CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		46.00
5702-0623-002	6/24-6/29 S RICHARDSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		46.00
5702-0623-003	6/24-6/29 A JOHNSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		46.00
5702-0625	6/24-6/29 E BROWN CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		2.00
5702-0627	6/24-6/29 A JOHNSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		4.10
5702-0628	6/24-6/29 S RICHARDSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		3.35
5702-0629-001	6/24-6/29 E BROWN CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		1,551.38
5702-0629-002	6/24-6/29 A JOHNSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		1,551.38
5702-0629-003	6/24-6/29 N KEE CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		1,559.38
5702-0629-004	6/24-6/29 S RICHARDSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		1,551.38
5702-0629-005	6/24-6/29 D TINKER CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		1,551.38
5702-0629-006	6/24-6/29 B SAFFORD CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		1,551.38
5702-0630	6/24-6/29 S RICHARDSON CATA SUMMER CONF SLO		01-0650-0-6101-1000-5200-410-000-000		2.22
6218-0623	J. CAYLOR MISC. CHARGE		01-0000-0-0000-7150-4300-410-000-000		35.68
6218-0626	J. CAYLOR MISC. CHARGE		01-0000-0-0000-7150-4300-410-000-000		15.00
6342-0622	5/26 B. HENRY CSF REWARD TRIP		01-1100-0-1160-1000-5800-410-000-602		7.00
6342-0707	10/3-12 C RIDDELE ABSENCE MGMT WEBINAR		01-0000-0-0000-7200-5200-410-000-000		695.00
6342-0713	SEPT 23-MAR 24 C RIDDELE 7 WKS ACSA ONLINE		01-0000-0-0000-7200-5200-410-000-000		2,590.00
6342-0720	7/17-7/20 T MOYER CA MTSS 2023 PROF		01-0000-0-0000-3110-5200-410-000-000		776.99

Number of Items

1

17,600.50

Totals for Register 001147

## 2024 FUND-OBJ Expense Summary / Register 001147

01-4300	2,381.93
01-5200	5,427.19
01-5800	205.00
01-5833	45.00

Selection Sorted by Check Number, Inv #, Include Address=No, (Orig = 905, Source = N, Pay To = N, Payment Method = N, Check Number(s) = 40252672, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

905 - Corning Union High School

Generated for DIANA DAVISSON (DDAVISSON905), Aug 7 2023

8:53AM

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Page 1 of 2

## Register 001147 - Fund/Obj Expense Summary

Bank Account COUNTY - COUNTY

## 2024 FUND-OBJ Expense Summary / Register 001147 (continued)

01-9110*		17,600.50-
01-9500*	9,541.38	
Totals for Register 001147	17,600.50	17,600.50-

## 2023 FUND-OBJ Summary / Register 001147

01-4300	50.68	
01-6200	9,465.95	
01-5800	24.75	
01-9500*		9,541.38-

Total for Fiscal Year 2023 and Fund 01	9,541.38	9,541.38-
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01-4300	2,381.93	
01-5200	5,427.19	
01-5800	205.00	
01-5833	45.00	
01-9110*		17,600.50-
01-9500*	9,541.38	

Total for Fiscal Year 2024 and Fund 01	17,600.50	17,600.50-
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Totals for Register 001147	27,141.88	27,141.88-
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\* denotes System Generated entry

Net change to Cash 9110 17,600.50-Credit

Selection Sorted by Check Number, Inv #, Include Address=No, (Org = 905, Source = N, Pay To = N, Payment Method = N, Check Number(s) = 40252672, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

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905 - Corning Union High School

Generated for DIANA DAVISSON (DDAVISSON905), Aug 7 2023

Page 2 of 2

8:53AM



Board Meeting Date:		8/10/23			
<b>Action</b>	<b>Type</b>	<b>Name</b>	<b>Position</b>	<b>Effective</b>	<b>Background</b>
Change	Position		Lead Night Custodian	7/1/23	District Restructuring Classified Salary Schedule Range 17, Step
Change	Position	Riddle, Cassie	Data/HR Coordinator	7/1/23	District Restructuring New Position Classified Management Schedule Range H, Step 3
Remove	Position		Das Tech	7/1/23	Removed from Classified Management Salary Schedule
New	Position		Data/HR Coordinator	7/1/23	District Restructuring New Position Range Classified Management Schedule Range H
New	Position	Barriga, Francisco	Campus Supervisor	8/16/23	Range 15, Step 3
Change	Position	Avitia, Eric	Lead Night Custodian	7/1/23	District Restructuring
New	Position		CTE Community Liaison	8/16/23	Grant Funding
Change		Morris, Elizabeth	Para I	7/1/23	Leave of Absence
New	Position		Adult Ed Student Service Tech	7/1/23	District Restructuring
<b>Extra Duty/Stipend/Temporary/Coaching Assignments</b>					
7/1/2023	Stipend	Schreiber, Brad	ELPAC Testing	BI-Annual	ELPAC Testing Stipend \$3,500
7/1/2023	Stipend	Hicks, Natalie	CAASPP, CAST & CAA Testing	BI-Annual	CAASPP, CAST & CAA Testing Stipend \$3,500
7/1/2023	Stipend	Mendonsa, Thomas	Social Science Dept. Head	Monthly	CITA Contract Appendix A-4
7/1/2023	Extra Duty	Tim Devries	Para II	Summer	Working as Para II during ESY



# Quarterly Report on Williams Uniform Complaints

Education Code 35186(d)

District: Corning Union High School District

Person completing this form: Jason Armstrong Title: Principal

Quarterly Report Submission Date: July 2023  
Month Year

Date for information to be reported publicly at governing board meeting: 08/10/23

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
<b>TOTALS</b>	0	0	0

Jared Caylor

Print Name of District Superintendent



Signature of District Superintendent

07/26/2023

Date

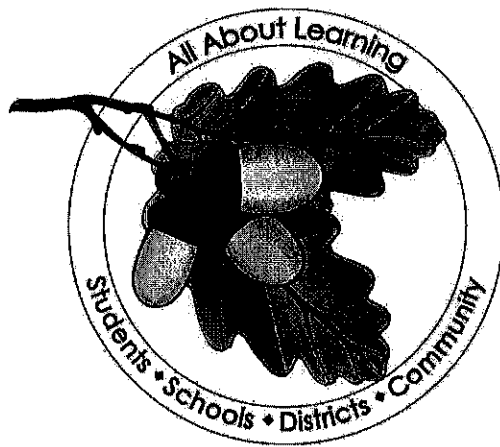


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# Information Technology Support Services

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## Transparent Technical Support for the 21<sup>st</sup> Century Learning



Prepared by Tehama County Department of Education

June 8, 2023

## Memorandum of Understanding

### Between the Tehama County Department of Education and Corning Union High School District regarding the Implementation of Information Technology Support Services

1. **SUMMARY.** Tehama County Department of Education ("TCDE") agrees to provide Information Technology support services for the Corning Union High School District ("DISTRICT"). The TCDE Information Technology department will plan, organize, and coordinate with the DISTRICT Superintendent or his/her designee to direct overall IT operations in school operations including purchasing, coordinating technology functions, and oversight of IT contracts in select IT categories.
2. **EFFECTIVE DATE AND TERM.** This agreement is effective **July 1, 2023** and ends **June 30, 2024**.
3. **DESCRIPTION OF SERVICES.** This agreement covers support for the DISTRICT's Information Technology requirements including but not limited to the services outlined in Attachment A.
4. **COST FOR SERVICES.** The cost below shows all items that will be needed for support. An estimate is provided of the number of days required for LAN support. If the DISTRICT needs less hours, the DISTRICT will be billed only for the actual amount of time worked. All other services are fixed costs.

Service	Charge
DocStar*	1,123.00
Destiny	1,558.00
Aeries Software	
Aeries Support	
Escape	9,634.00
Nessus Software – Tenable License	2,500.00
Server Hosting	5,300.00
LAN Support	
<b>Total</b>	<b>\$20,115.00</b>

\*Indicates estimated cost based on the prior year

5. **BILLING.** Billing for LAN / Desktop Support services rendered will be done on a quarterly basis. All other services will be included on the 4<sup>th</sup> quarter billing. Payment shall be made by the DISTRICT within thirty (30) days of billing.
6. **SERVICE AVAILABILITY.** TCDE will respond to the following emergency situations within 4 business hours of notification by DISTRICT if the situation is related to any of the following incidents:
  - Network Server down
  - Student Information System down
  - Local Area Network down
7. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California.
8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

9. **ALTERATION OF AGREEMENT.** This Agreement may be modified or terminated only by mutual agreement of the parties where the changes are in writing and is signed by both parties.

10. **INDEMNIFICATION.** The DISTRICT agrees to indemnify, defend, and hold harmless TCDE, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on TCDE arising out of the DISTRICT's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of TCDE, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless DISTRICT under this Agreement, the DISTRICT shall reimburse TCDE for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. The DISTRICT shall seek TCDE approval of any settlement that could adversely affect TCDE, its officers, agents or employees.

TCDE agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents and employees against any claim, liability, loss, injury or damage imposed on the DISTRICT arising out of TCDE's performance on this Agreement, except for liability resulting from the negligent or willful misconduct of DISTRICT, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless TCDE under this Agreement, TCDE shall reimburse the DISTRICT for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. TCDE shall seek the DISTRICT's approval of any settlement that could adversely affect the DISTRICT, its officers, agents or employees.

11. **ATTORNEY'S FEES.** Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

#### **SIGNATURES**

TCDE, Information Technology

Corning Union High School District

Richard DuVarney  
By: Richard DuVarney (Jun 9, 2023 09:43 PDT)

Jared Caylor  
By: Jared Caylor (Jun 12, 2023 09:43 PDT)

RICHARD DUVARNEY  
Tehama County Superintendent of Schools

Jared Caylor  
Superintendent

Date: Jun 9, 2023

Date: Jun 12, 2023

Notice may be sent to:

Tehama County Department of Education  
1135 Lincoln Street  
Red Bluff, CA 96080  
530-527-5811  
Fax 530-529-4120

## **Attachment "A" Description of Services**

Tehama County Department of Education provides the following services related to LAN (Local Area Network) and Desktop Support.

### **LAN / Desktop Support**

TCDE provides the following Services in this category:

- Personal computer setup / installation / maintenance
- Local desktop software installation and configuration
- Operating system setup and installation
- Network based software installation and configuration
- Local printer installation and setup
- Server based printer installation
- Individual staff technology in-service
- Project management and purchasing recommendations
- Troubleshoot PC hardware problems
- Routine PC replacement
- Installation and configuration of LAN switching equipment
- DHCP server(s)
- Network troubleshooting
- Microsoft Active Directory administration
- Microsoft File Server installation and configuration
- Microsoft Active Directory support
- Microsoft Server installation and configuration
- Management of backup software / hardware
- Google Apps setup and configuration / support
- Food service software setup and configuration / support
- Projector / media system design and support
- Wireless network design, installation, and support
- Testing and assessment system support
- Autodialer software support
- Data integration and automation with SIS systems

TCDE will provide service as defined under the summary and terms section of this contract. A day of service will be defined as 8 hours of work.

TCDE and the DISTRICT will schedule a standard time and day of the week that TCDE staff will be on-site for contracts greater than 22 estimated days.

Travel time to the DISTRICT at any location will be included in the total contract time. Any additional travel on behalf of the DISTRICT will also be included in the total contract time.

### **SERVER HOSTING**

TCDE provides the following Services in this category:

- Hosting of district servers on colocation or in a virtual environment located at the TCDE datacenter
- Backup of district servers at TCDE

Hosting Microsoft core services at TCDE requires a district internet connection speed of 50 Mbps or greater. TCDE will use and maintain appropriate daily backups of your Virtual Servers within the TCDE Datacenter. Although routine maintenance of backups and reports are monitored, TCDE cannot be held responsible for any data loss, alteration, and corruption of any software, data or files. This also includes data corruption due to database problems, lapse in time from a previous restore point, software bugs, hardware failures, malicious attacks, or natural disaster.

### **STUDENT INFORMATION SYSTEM SUPPORT**

TCDE provides the following Services in this category:

- Student Information System Support provided by TCDE staff
- Management and configuration of all Aeries related software and servers
- Aeries software licensing, if the DISTRICT is a part of the original licensing consortium
- CALPADS / State reporting assistance

Aeries licensing cost is based on selected features. The DISTRICT is responsible for all annual software licensing and support, billable as outlined in the district's Aeries contract.

### **LIBRARY MANAGEMENT SOFTWARE SERVICES**

TCDE agrees to provide the following Services in this category:

- Hosting of the Follett Destiny software
- Configuration support
- Software updates
- Annual school year preparation and rollover
- Backup and storage of all Destiny related data

Destiny licensing cost is based on selected features. The DISTRICT is responsible for all annual software licensing for library management software services.

### **ESCAPE FINANCIAL SYSTEM DATA PROCESSING SERVICES**

The annual contract includes cost for services provided by the TCDE to the DISTRICT relative to the provision of a financial accounting, budget, and payroll system. The contract fee is determined by allocating the total cost among all districts using each district's pro-rata share of total expenses and P2 ADA from the prior year actual expenses.

Data Processing Services will include the following:

- Annual Escape Technologies Agreement which includes enhancements/change requests with Escape – for all Escape users, Escape web-based training, costs associated with participation in Escape Statewide User Group, local user groups and training.
- Any overtime costs incurred by the Superintendent, as a direct result of district actions shall result in a bill back to the district. When possible, district will be notified prior to incurring overtime costs.

### **DOCSTAR DOCUMENT IMAGING**

Shared software licensing includes actual shared costs provided by TCDE to the DISTRICT for software licensing of the following products:

TCDE agrees to provide the following Services in this category:

- Hosting of the DocStar imaging software
- User configuration and template creation
- Data storage of scanned images
- Support and training provided by Coastal Business Systems

DocStar licensing is billed annually and the total cost is determined by using each participating district's pro-rata share of total expenses from the prior year actual expenses.

### **DISCOVERY EDUCATION STREAMING**

Shared licensing of Discovery Education Streaming is provided by TCDE on an opt-in basis. This service provides standards aligned multimedia content for Students and Teachers.

TCDE agrees to access district participation and renew the software licensing agreement annually. District cost is based on Student P2 ADA.












# 2023-2024 Technology Agreement - CUHSD

Final Audit Report

2023-06-12

Created:	2023-06-09
By:	JANET BARONE (jbarone@tehamaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPpbRka1_d_T5-Fd_4Td9tlqquZMklvYy

## "2023-2024 Technology Agreement - CUHSD" History

-  Document created by JANET BARONE (jbarone@tehamaschools.org)  
2023-06-09 - 4:36:22 PM GMT
-  Document emailed to rduvarney@tehamaschools.org for signature  
2023-06-09 - 4:38:54 PM GMT
-  Email sent to dmessment@corninghs.org bounced and could not be delivered  
2023-06-09 - 4:38:57 PM GMT
-  Email viewed by rduvarney@tehamaschools.org  
2023-06-09 - 4:42:32 PM GMT
-  Signer rduvarney@tehamaschools.org entered name at signing as Richard DuVarney  
2023-06-09 - 4:43:03 PM GMT
-  Document e-signed by Richard DuVarney (rduvarney@tehamaschools.org)  
Signature Date: 2023-06-09 - 4:43:05 PM GMT - Time Source: server
-  Document emailed to jcaylor@corninghs.org for signature  
2023-06-09 - 4:43:06 PM GMT
-  Email viewed by jcaylor@corninghs.org  
2023-06-12 - 4:42:39 PM GMT
-  Signer jcaylor@corninghs.org entered name at signing as Jared Caylor  
2023-06-12 - 4:42:58 PM GMT
-  Document e-signed by Jared Caylor (jcaylor@corninghs.org)  
Signature Date: 2023-06-12 - 4:43:00 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-12 - 4:43:00 PM GMT



Powered by  
**Adobe**  
Acrobat Sign

## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Red Bluff Joint Union High School District**, herein called RBJUHS, and **Corning Union High School District**, herein called CUHS, for the provision of speech and language services to CUHS. The parties agree as follows:

The term of this agreement is **July 1, 2023** through **June 30, 2024**.

A. RBJUHS agrees to:

1. Provide 0.40 full-time equivalent (FTE) of speech and language services during the period of July 1, 2023 through June 30, 2024. The individual(s) providing the service shall remain an employee of the RBJUHS.
2. Quarterly invoice CUHS \$10,460.13 which equates to .40 of the salary and benefits for the speech and language services staff for a total annual payment of \$41,840.53. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by CUHS.
3. Quarterly invoice CUHS .40 of the material expenses associated with the position as well as the protocols used for assessments with CUHS students. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by CUHS.
4. Additionally, there is a reimbursement of university coursework that will be provided to the employee. This reimbursement is not to exceed 50% of approved coursework in which RBJUHS will invoice CHS 40% of that amount. An estimate of the amount to be invoiced will be made in June, 2022 and the billing will occur after RBJUHS has "closed the books" for the 2022-2023 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by CUHS.

B. CUHS agrees to:

1. Provide adequate facilities and support including technology, materials and supplies, and access to a computer and printer for district and state reporting requirements and other reports to enable the speech and language provider to perform services.
2. Pay the RBJUHS for the costs of services at the invoiced rate specified in Item A-2, A-3, and A-4 above.

*Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or RBJUHS contributions for the employee benefits.*

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 10, 2024**.


Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
Todd Brose (Jun 14, 2023 16:08 PDT)

Todd Brose, Superintendent  
Red Bluff Joint Union High School District

**06/14/2023**

Date

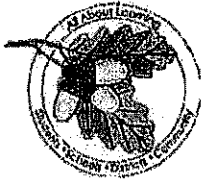
  
Jared Caylor (Jun 29, 2023 08:20 PDT)

Jared Caylor, Superintendent  
Corning Union High School District

**06/29/2023**

Date





# Tehama County Department of Education

Richard DuVarney  
Tehama County  
Superintendent of  
Schools

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | www.tehamaschools.org

## MEMORANDUM OF UNDERSTANDING 2023-2024

This Agreement is entered into by and between the **Tehama County Department of Education**, herein referred to as **DEPARTMENT**, and **Corning High School District** herein referred to as **DISTRICT**, for the provision of **Direct Certification for the School Lunch Report** for the **2023-2024** school year.

The term of the agreement is **July 1, 2023 through June 30, 2024**.


**Whereas, District** requires relevant information concerning its student population in order to aid **District** in securing entitlement to funds under applicable federal and state programs, and

**Whereas, Superintendent** agrees to act as **District's** authorized representative for the purpose of receiving confidential information; and

**Whereas, Superintendent** maintains computerized programs which may facilitate the use of such information by **District**,

Now, therefore, the parties hereto agree as follows:

1. **District** shall use the information provided by the **Superintendent** only for the purposes of securing entitlement funds under applicable federal and state programs.
2. **District** agrees that its use of information provided by the **Superintendent** shall be consistent with the confidentiality provisions contained in Welfare and Institutions Code, Section 10850 and Chapter 19-004 of the State Department of Social Services Policies and Procedures Manual.
3. **District** acknowledges that there are criminal penalties for improper release or use by **District** of the information and agrees to advise all **District** personnel and agents who have access to or use of such information of this fact.
4. **District** agrees that such information shall not be used to identify program applicants or recipients to school teachers, administrators, or any persons not required to have access to such information for the purpose of securing entitlement to federal and state funds.
5. **District** agrees to indemnify, defend and hold harmless **Superintendent**, the County of Tehama Social Services Agency, and their officers, agents and all persons, corporations, or entities which arise in whole or in part from the **District's** access to or use of such confidential information.
6. This memorandum of understanding shall be reviewed annually.

  
Richard DuVarney, Superintendent  
Tehama County Department of Education

Date

6/16/23

  
Clerk/Authorized Agent  
Corning High School District

Date

6.26.23

✓



Karen M. Rezendes  
*Attorney at Law*

E-mail: [krezendes@lozanosmith.com](mailto:krezendes@lozanosmith.com)

June 21, 2023

Jared Caylor  
Superintendent  
Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021

Re: 2023-2024 Agreement Renewal

Dear Mr. Caylor:

On behalf of Lozano Smith, thank you for the opportunity to partner with you during the 2022-2023 school year. We are grateful for the trust you place in Lozano Smith and appreciate your monumental impact on our education community and students.

As we near the start of another school year, we look forward to collaborating with you and your team, and another rewarding year. Following is an overview of our continued commitment to your district, as well as an overview of the 2023-24 agreement renewal process.

### **Cost Containment and Billing Practices**

Your Lozano Smith legal team remains focused on providing you the high-quality, timely legal services in a cost-effective manner. In addition to numerous other cost-preventive measures we help clients implement throughout the year, we are pleased to confirm the following client-centered billing practices will continue during the 2023-2024 school year:

- There are no required minimum billing periods for phone calls or email correspondences. We will bill actual time spent.
- Our industry-leading practice, designed to save costs for clients, will remain at the 1/10 (.10) of an hour increment.
- We will use our “tiered” billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Based on an annual review, we adjust legal staff rates to reflect updated tiered status for all attorneys based upon their years of experience.



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the CORNING UNION HIGH SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product



Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by



the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

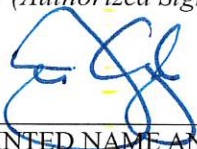

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Corning Union High School District	Lozano Smith, LLP
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Jared Caylor, Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED August 10, 2023	DATE EXECUTED 06/21/2023



PROFESSIONAL RATE SCHEDULE  
FOR CORNING UNION HIGH SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 295 - \$ 395 per hour
Associate	\$ 250 - \$ 295 per hour
Paralegal / Law Clerk	\$ 185 - \$ 225 per hour
Consultant	\$ 350 - \$ 395 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour.<sup>1</sup>

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

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

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<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 225 per hour



### **Online Client Resources**

Throughout the year, we also invite you to access Lozano Smith's client resource center at [LozanoSmith.com/clientresources](https://LozanoSmith.com/clientresources). Your team can download numerous publications and find workshops that cover some of the most pertinent legal issues impacting California's education agencies.

### **Agreements**

As part of our agreement renewal process, we have included two agreements for legal services for the 2023-2024 school year. Once your Board has approved the agreement, please retain one original, and sign and return the other to us in the enclosed, self-addressed envelope.

Thank you again for the privilege of serving as your legal partner. Please let us know if we can answer any questions related to the 2023-2024 legal services agreement. We wish you continued success!

Sincerely,

LOZANO SMITH

A handwritten signature in blue ink that reads "Karen M. Rezendes". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Karen M. Rezendes  
Managing Partner

KMR/em

**ITEM NO:  
APPROVE ADDENDUME TO AGREEMENT  
BETWEEN THE CITY AND CORNING UNION  
HIGH SCHOOL DISTRICT FOR SCHOOL  
RESOURCE OFFICER SERVICES**

**July 11, 2023**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: TIM POTANOVIC, INTERIM CITY MANAGER**  
**LISA M. LINNET, CITY CLERK**

**BACKGROUND:**

For several years, the City has provided an Officer to serve as a School Resource Officer at Corning Union High School. Funding for this has previously been provided through various grants.

Beginning in Fiscal Year 2018/19 the School Resource Officer (SRO) position cost was shared on a 50/50 basis between the City and the Corning Union High School District. The City's portion is budgeted 100% from the General Fund.

The proposed Addendum to the Agreement between the City of Corning and the Corning Union High School District will allow funding to continue the assignment of a School Resource Officer (SRO) shared between Corning High School and Centennial High School. If approved, the Addendum will allow this Agreement to commence on July 1, 2023 and shall thereafter terminate on June 30, 2026. It will also allow the Agreement to be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum."

**FINANCIAL IMPACT:**

If approved, under this Agreement, Corning Union High School District agrees to the following:

- Total monies paid to City if the Addendum to Agreement is completed with zero (0) SRO absence from the District for critical incidents and/or emergencies would be \$74,546 (this amount is for a 9-month period (Sept. through May and reflects recent salary increases approved during labor negotiations). This equates to 50% of the total SRO salary, inclusive of benefits;
- The rate shall be billed on a 40-hr. week and payable to the City at \$8,282 per month, which calculates to an hourly rate of \$71.68; and
- SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by \$71.68 for every hour, beyond two hours of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.
- The rate shall increase to reflect any salary increase for all members of the Operating Engineers Local Union No. 3 Public Safety Unit during the contract period.
- District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hr. work schedule. Costs shall be actual overtime costs paid by the Corning Police Department plus actual administrative costs to process said overtime. The Police Chief has the discretion to limit overtime hours of the SRO and the overtime paid shall be in addition to the compensation set above. All overtime costs are in addition to compensation described in Section II, A.

**RECOMMENDATION:**

**APPROVE PROPOSED ADDENDUM TO AGREEMENT BETWEEN THE CITY AND CORNING UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES EXTENDING AGREEMENT THROUGH JUNE 30, 2026.**

**FIRST ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CORNING AND THE  
CORNING UNION HIGH SCHOOL DISTRICT FOR THE PROVISION OF SERVICES AND  
PLACEMENT OF A SCHOOL RESOURCE OFFICER**

This First Addendum ("First Addendum") to the Agreement between the City of Corning ("City") and the Corning Union High School District ("District") for the Provision of Services and Placement of a School Resource Officer ("Agreement"). Collectively, the City and the District may be referred to as the parties.

**RECITALS**

**WHEREAS**, the City has provided a School Resource Officer at Corning School which has been originally funded through various grants, but changed in Fiscal Year 2018/19 to be split between the District and the City, with the City's portion coming directly from the general fund; and

**WHEREAS**, on September 1, 2022, the City and the District entered into the Agreement memorializing the City's agreement to place a School Resource Officer at the Corning High School, with the term set to expire on June 30, 2023; and

**WHEREAS**, the City and District seek to amend the Agreement through this First Addendum to extend the term for an additional three (3) years from July 1, 2023 through June 30, 2026, and to include a provision permitting termination should funding sources cease to exist.

**NOW, THEREFORE**, the City and the District mutually agree that the above recitals are true and correct and incorporated into this First Addendum, and agree to amend the Agreement as follows:

- 1) It is mutually agreed that Article III of the Agreement, titled "TERM" be amended and replaced with the following:

"This Agreement shall commence on July 1, 2023 and shall thereafter terminate on June 30, 2026. This Agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum."

- 2) It is mutually agreed that Article IV of the Agreement, titled "TERMINATION" be amended and replaced with the following:

A. If District and/or City materially fail to perform its responsibilities as established in this Agreement, the non-breaching party shall have the right to terminate the Agreement for cause effective immediately. Upon termination, the District shall pay the City for services rendered through the date of termination. There is no limitation on damages, type, or amount that either party can pursue against the other following an allegation of breach or other warranted basis.

B. The Agreement can be further terminated if the funding sources for either Party no longer be available to support the position. Should this occur, the terminating party shall provide notice to the non-terminating party as soon as it is determined the funding is not available.

- 3) All other terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Addendum of the Agreement on the dates set forth below.

**AGREEMENT BETWEEN THE CITY OF CORNING AND THE CORNING UNION  
HIGH SCHOOL DISTRICT FOR THE PROVISION OF SERVICES AND PLACEMENT  
OF A SCHOOL RESOURCE OFFICER**

This Agreement is entered into between the **City of Corning**, a municipality of the State of California ("City") and the **Corning Union High School District** ("District"). Collectively, the City and District shall be referred to as the parties.

**I.**

**RESPONSIBILITY OF PARTIES**

1. Pursuant to the terms and conditions herein, the City agrees to perform all of the following:
  - A. Under the supervision of the Corning Police Chief or other person so designated by the Police Chief, a sworn Police Officer shall be assigned to the District as a School Resource Officer during regularly scheduled school days as specified on the District's school calendar, which is attached hereto as EXHIBIT "A" and made part of this Agreement by express reference. Notwithstanding the preceding, should any school day be an official Holiday of the City, the School Resource Officer ("SRO") shall not be assigned to work on any such day.
  - B. City, through its Police Department, shall assign the SRO to the District at a 40-hour per week assignment. The City, through its Police Chief or other responsible person of the Department shall have the discretion to remove the SRO from his or her regular 40-hour per week assignment for purpose of responding to any critical incident or emergency. A critical incident or emergency as used herein is intended to mean any act necessitating SRO response as determined by the City, through its Police Department, including but not limited to staffing shortages. City shall inform the District of any SRO removal as provided in this paragraph and further inform the District of when, approximately, the SRO will resume services at the District. *Removal of the SRO as allowed herein shall result in a reduction in the amount of compensation payable by the District to the City pursuant to this Agreement. In such an event, the parties shall establish a per-hour reduction in what the District pays City for the pay-period in which the SRO was absent as provided for critical incidents and/or emergencies. The parties shall consider the total monies paid to the City if the Agreement is completed with zero SRO absence from the District for critical incidents and/or emergencies, which is \$67,848.38. Being 52 weeks in a year, and a 40-hour per week work schedule as mandated by this Agreement, it equates to 2,080 hours or work at \$65.24 per hour. Any SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by \$65.24 for every hour, beyond two hours, of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.*
  - C. The SRO shall coordinate enforcement details, including truancy, and utilize the resources available to the Corning Police Department in doing so. It is the goal of the Corning Police Department to maintain a low rate of truancy at the District through enforcement and counseling of students and parents. The SRO, among other duties, shall target violence, gangs, and illegal drug activity occurring at the District, and to work with District Staff, Students, and Parents in combatting these problems.
  - D. The SRO, through use of its Police Department resources and any applicable youth violence prevention program, to educate parents of students attending the District of gang member recognition, early warning signs of illegal drug use, and other issues relating to the health and safety of the students attending the District. The SRO will also attempt to contact parents of any student believed to be involved with gangs, violence, illegal drugs, or other matters of concern to request parental involvement to aid in re-directing the student's behavior.

- E. The SRO shall work with District Staff and Administrators to seek the safest learning environment for the District students, which can include, but is not limited to, communication enhancement, prevention, planning and in school safety training to prevent criminal conduct within the District.
  - F. The City, through its Police Department, will complete quarterly reports of the SRO activity, including total time spent at the District, statistical tracking of crimes reported, and arrests made at the District as the SRO, citations issued by the SRO, the number of truancy contacts, and counseling sessions had through SRO contact and/or diversion efforts. The quarterly reports will be provided to the District Superintendent.
  - G. The person assigned to the SRO position may change during the term of the Agreement. Notwithstanding, the City recognizes the benefit in maintaining assigned consistency in the position and will attempt, in good faith, to allow the person designated SRO to maintain the position for the duration of the Agreement unless circumstances require a change as determined by the Police Chief in his or her absolute discretion.
2. Pursuant to the terms of this Agreement, and during the term thereof, the District agrees to perform all of the following:
- A. Compensate the City as provided in Section II entitled "Compensation" of this Agreement.
  - B. Provide to the City Police Chief a schedule of the calendared school days for the school year and any planned events of which the District desires the SRO to attend that are not regularly scheduled school days and/or within the regularly scheduled school hours. This information is to be provided in writing upon execution of the Agreement for a period of one month. Thereafter, this information is to be provided to the Police Chief every month for the following month's calendar to allow for proper planning and scheduling by the Police Department. Additionally, the City Police Chief may adjust the SRO schedule to allow his or her presence at the non-scheduled school day and/or non-school hour events, which District acknowledges will prevent the SRO from being at the District for 40-hours for the given week in which the non-school day and/or non-school hour events occur.

## II.

### COMPENSATION

- A. District shall pay **\$67,848** to the City for the SRO services described in this Agreement. This amount is calculated at the hourly rate of **\$65.24**, which shall be billed on a 40-hour week and payable to the City at **\$7,538.71** per month for the 9-month school year term (September through May). The parties recognize that the hours may differ each month with Holidays and scheduling, and that at the end of the term the parties will reconcile as needed to ensure payments made for services performed are met; however, for convenience, the parties elect to pay as agreed. This rate shall increase to reflect any salary increase for all members of the Operating Engineers Local Union No. 3 of the International Union for Operating Engineers AFL-CIO for Public Safety Employees of the City of Corning during the contract term.
- B. District shall pay City of a net-30 basis, and this provision shall survive the term of this Agreement.
- C. District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hour work schedule. This cost shall be the actual overtime costs paid by the Corning Police Department plus the actual administrative costs to process the overtime. The Police Chief has the discretion to limit overtime hours of the SRO. The overtime paid shall be in addition to the compensation set above. All overtime costs are in addition to compensation described in Section II, A.

**III.**  
**TERM**

This Agreement shall commence on September 1, 2022 and shall thereafter terminate on June 30, 2023. This Agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum.

**IV.**  
**TERMINATION**

- A. If District and/or City materially fail to perform its responsibilities as established in this Agreement, the non-breaching party shall have the right to terminate the Agreement for cause effective immediately. Upon termination, the District shall pay the City for services rendered through the date of termination. There is no limitation on damages, type, or amount that either party can pursue against the other following an allegation of breach or other warranted basis.

**V.**  
**ENTIRE AGREEMENT, AMENDMENTS, HEADINGS, EXHIBITS/APPENDICES**

- A. This Agreement supersedes all previous MOUs relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. City and District specifically acknowledge that in entering into and executing this Agreement, each are relying solely upon the provisions contained in this Agreement and no others, whether oral or written.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both City and District.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement, such ambiguity, conflict, or inconsistency shall not be construed against one party over the other.

**VI.**  
**NO ASSIGNMENT AND NON-WAIVER**

This Agreement is not assignable. The waiver by either party of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

**VII.**  
**INDEPENDENT CONTRACTOR**

The parties are construed as independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow one party over the other to exercise discretion or control over the professional manner in which they perform their work or services that are the subject matter of this Agreement.

**VIII.**  
**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AND INSURANCE  
COVERAGE**

- A. To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless District, its Elected Officials, Officers, Employees, Agents, and Volunteers against all liability, claims, suits, actions, costs, expenses, damages, judgements, or decrees arising from the provision of services undertaken by the SRO pursuant to this Agreement. City shall also, at

City's own expense, defend the District, its Elected Officials, Officers, Employees, Agents, and Volunteers against any liability, claim, suit, action or proceeding brought against District, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the actual work performed by the SRO. The obligations of this paragraph survive the termination of this Agreement.

- B.** District shall, at District's own expense, defend the City, its Officers, Employees, Police Department and its Officers, Board Members, Agents, and Volunteers against any liability, claim, suit, action or proceeding brought against City and/or any of its Police Department members or the Department itself, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the District's performance, or non-performance, of any obligation set forth in this Agreement and/or for performance of non-obligations beyond the Agreement that create liability, loss, damage, or harm of any kind in which the City and/or any of its paid Staff are made a party to the litigation as a result of such actions or non-actions of the District. The obligations of this paragraph survive the termination of this Agreement.
- C.** District shall secure and maintain, at all times during the term of this Agreement, Commercial General Liability Insurance, or participation in a Self-Insurance Program with minimum limits of one million combined single limit bodily injury and property damage. On request by City, District shall provide a Certificate of Insurance or other evidence demonstrating compliance with this provision of the Agreement.
- D.** Each party has the absolute discretion to determine whether a settlement of any claim, liability, lawsuit, demand, or litigation, as to that party, is acceptable or should otherwise be had; however, where the claim, liability, lawsuit, demand, or litigation is the sole obligation of the other party as established in Section VIII (A) or (B), the party responsible for indemnification, defense and/or hold harmless obligations shall have the right to take control of the matter through their retained counsel so long as the obligations of this Section are being met and are thereafter satisfied, including but not limited to any indemnification and/or defense obligation.

## **IX.**

### **MISCELLANEOUS**

- A.** Each party shall promptly notify the other of any claim being threatened or advanced that arises from the terms of this Agreement. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B.** Any dispute between the parties, or any claim for declaratory relief seeking an interpretation of this Agreement, shall be governed by the laws of the State of California, and shall be filed and prosecuted through dismissal or judgement in the Tehama County Superior Court.
- C.** Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- D.** District represents that it is in compliance with and agrees that District and City shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines pursuant thereto and actually and legally applicable to the City.
- E.** If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any

Federal or State statute or regulation or County and/or City Ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**X.**  
**NOTICES**

- A.** Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

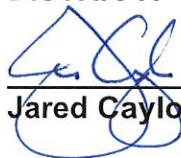
**If to District:** Corning Union High School District  
Attn: Jared Caylor, Superintendent  
643 Blackburn Avenue  
Corning, CA 96021  
(530) 824-8000

**If to City:** City of Corning  
Attn: Kristina Miller, City Manager  
794 Third Street  
Corning, CA 96021  
Phone: (530) 824-7034

- B.** Any oral notice authorized by this Agreement shall be given to the persons specified in Section X and shall be deemed to be effective immediately.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this MOU and to bind the Party on whose behalf his/her execution is made.

**DISTRICT:**



\_\_\_\_\_  
Jared Caylor, Superintendent

\_\_\_\_\_  
Date

6.29.23

**CITY OF CORNING, CALIFORNIA:**

\_\_\_\_\_  
Kristina Miller, City Manager

\_\_\_\_\_  
Date

**LEGAL COUNSEL:**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Lisa M. Linnet, City Clerk

**LEGAL COUNSEL:**

\_\_\_\_\_  
Collin Bogener, City Attorney



DISTRICT:

  
\_\_\_\_\_  
Jared Caylor, Superintendent

6-29-13  
\_\_\_\_\_  
Date

LEGAL COUNSEL:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa M. Linnet, City Clerk

CITY OF CORNING, CALIFORNIA:

\_\_\_\_\_  
Tim Potanovic, Interim City Manager

\_\_\_\_\_  
Date

LEGAL COUNSEL:

\_\_\_\_\_  
Collin Bogener, City Attorney

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE  
GRANT**

**2023-24 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by August 1, 2023)


PROJECT DURATION: JULY 1, 2023 TO JUNE 30, 2024

School Site: Corning High School

District: Corning Union High School District

**Certification:**

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

  
Electronic Signature of Authorized Agent

**Jason Armstrong**

Digitally signed by Jason Armstrong  
DN: cn=Jason Armstrong, o=Corning Union High School District,  
ou=Corning Union High School,  
email=jarmstrong@corning.k12.ca.us  
Date: 2023.07.10 09:55:07 -0700

Electronic Signature of Principal

  
Electronic Signature of Agriculture Teacher  
Responsible for Program

Agriculture Teacher Summer Contact Cell Number: 707-496-1516

Local Education Agency (LEA) Board Approval Date: 8/10/23

Printed Name of Agriculture Teachers:

Emily Brown

Sarah Richardson

Alice Johnston

Robert Safford

David Tinker

Nolan Kee

**PART A – Base Level Funding**

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

NOTE: Stand-alone middle school programs will only be required to complete PART A. However, they may elect to complete the additional parts if they qualify for additional funding.

Please check each criterion currently being met:

- ☒ 1. Properly Credentialed Teachers
  - Log onto CTC and provide printout of credentials or provide a copy of current credentials.
- ☒ 2. Professional Development
  - Provide printout from teacher journal in AET verifying professional development activities.
- ☒ 3. Course Sequence
  - Provide documents/evidence of at least one three-year course sequence.
- ☒ 4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE)
  - Provide copy of course syllabus identifying grading of FFA and SAE.
- ☒ 5. Alternative Credits
  - Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc.
- ☒ 6. Future Farmers of America Constitution and By-Laws
  - Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted.
- ☒ 7. Future Farmers of America Meetings
  - Use meeting manager in AET or provide minutes for a minimum of six-chapter meetings.
- ☒ 8. Agriculture Advisory Committee
  - Provide meeting minutes for two Agriculture Advisory Committee meetings.

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criteria must be provided to the Regional Supervisor.

Qualified Program (\$4,500 to each site)	<u>\$ 4,500</u>
Number of Agriculture Teachers teaching at least one approved agriculture course?	<u>6</u>
Teacher based funding (Number of teachers x \$500)	<u>\$ 3000</u>
Number of Students as Identified on the 2022-23 FFA Membership roster?	<u>537</u>

Student based funding (Number of students x \$10)	\$ 5370
Class size funding A (number of teachers meeting level A in all classes – 30 in classroom/25 in shop classes)	2
Class size A funding (Number of teachers meeting level A class size x \$1,000)	\$ 2000
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	1
Class size B funding (Number of teachers meeting level B class size x \$2,000)	\$ 2000
<b>TOTAL PART A FUNDING</b>	<b>\$ 16870</b>

### **PART B – Additional Funding**

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the Agricultural Experience Tracker (AET). The AET report will be developed based on data as of June 30. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2022-23 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive \$2,250 plus \$250 per qualified teacher. LEA's meeting the bonus level shall receive an additional \$2,250 plus an additional \$250 per qualified teacher.

**Note:** An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

### **Classroom Section**

Level A Funding Points – 355-535	Level B Funding Points – 536+
Points Earned as Identified in the AET Report	304
Level A Funding (number of teachers x \$250) + \$2,250	\$ _____
Level B Funding (number of teachers x \$500) + \$4,500	\$ _____
<b>TOTAL CLASSROOM SECTION FUNDING</b>	<b>\$ 0</b>

Leadership Section

Level A Funding Points – 285-445

Level B Funding Points – 446+

Points Earned as Identified in the AET Report

285

Level A Funding (number of teachers x \$250) + \$2,250

\$ 3750

Level B Funding (number of teachers x \$500) + \$4,500

\$

TOTAL LEADERSHIP SECTION FUNDING

\$ 3750

Experiential Learning (SAE) Section

Level A Funding Points – 595-935

Level B Funding Points – 936+

Points Earned as Identified in the AET Report

784.8

Level A Funding (number of teachers x \$250) + \$2,250

\$ 3750

Level B Funding (number of teachers x \$500) + \$4,500

\$

TOTAL EXPERIENTIAL LEARNING (SAE) SECTION FUNDING

\$ 3750

TOTAL PART B FUNDING

\$ 7500

**PART C – Program Funding**

LEA's may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

To qualify for PART C – Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for PART C funding.

☒ Each teacher (50% of their teaching load in agriculture) must have participated in eight approved professional development activities.

☒ Agenda and Minutes for three Agriculture Education Advisory Committee meetings.

☒ Each teacher (50% of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria they are eligible for funding and must complete the following Sections.

Section A – Earn one point for each criteria met.

Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.

In addition to the Agricultural Education Advisory Committee the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.

Program hosted a Student Teacher.

1

Total Points Section A (3 points possible)

2

Section B – Earn points based on AET "California Ag CTE Incentive Grant Application Report

Points Earned as Identified in the AET Report for D-Program

119.1

Total Points Part C (Section A + Section B)

121.1

Level A Funding Points – 120-139

Level B Funding Points – 140+

Level A Funding (\$5,000)

\$ 5000

Level B Funding (\$7,500)

\$           

TOTAL PART C FUNDING

\$ 5000

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PART A Base Level Funding

\$ 16870

PART B Additional Funding

\$ 7500

PART C Program Funding

\$ 5000

GRAND TOTAL FUNDING

\$ 29370

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE  
 GRANT**

**2023-24 APPLICATION FOR FUNDING  
 Budget and Expenditure Report**

(Due Date: Budget is due in Regional Supervisor's Office by August 1, 2023 – Complete columns A and B)

(Due Date: Expenditure Report is due in Regional Supervisor's Office by October 15, 2024 Complete columns C and D)

School Site: Corning Union High School

District: Corning Union High School Di

**\*Each line item in object codes 5000 and 6000 must be matched.**

Budget Classification	Item	A Budget	B Budget Match	C Actual Expenditures	D Actual Match
<b>4000 – Books and Supplies</b>					
1.	Class and Field Trip Supplies	685	685		
	<b>Total 4000</b>	685	685	0	0
<b>5000 – Services and Operating Expenses, Travel, Conferences, Rentals, etc.</b>					
1.	FFA Memberships	7000	7000		
2.	Advisor Memberships	1285	1285		
3.	Fair Passes-Advisors	250	250		
4.	Student Contest/Conference Registrations	20150	20150		
5.					
6.					
7.					
	<b>Total 5000</b>	28685	28685	0	0
<b>6000 – Capital Outlay</b>					
1.					
2.					
3.					
4.					
5.					
	<b>Total 6000</b>	0	0	0	0
	<b>Grand Total</b>	29370	29370	0	0

Which funding sources are used to match Incentive Grant Funds? Check all that apply.

☒ CTEIG
 ☒ Strong Workforce
 ☐ Perkins
 ☒ General Fund  
☐ Other (please list) \_\_\_\_\_

Jason Armstrong

Digitally signed by Jason Armstrong  
 DN: cn=Jason Armstrong, o=Corning Union High School District,  
 ou=Corning Union High School, email=jarmstrong@corninghs.org,  
 c=US  
 Date: 2023.07.10 10:52:41 -0707

Electronic Signature of Person Preparing  
 Report

Electronic Signature of Agriculture Teacher  
 Responsible for Program

**Interquest Detection Canines®**  
**Of Central Valley**  
**Corning Union High School District**  
**(the District)**

This shall serve as an agreement by and between Interquest Detection Canines® of Central Valley and the DISTRICT for substance awareness and detection services for the period of August 2023 through June 2024.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, gunpowder and prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.

INTERQUEST agrees to provide **10 HALF** day visits for the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be **\$450.00** / visit. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. DISTRICT will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. Service will NOT be scheduled until the calendar is received.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by Drug Beat Certification or equivalent independent agency. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

The DISTRICT agrees to hold harmless INTERQUEST, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to, any liability for damages by reason of or arising from contraband remaining undetected.

**INTERQUEST DETECTION CANINES®**  
**Of Central Valley**

Ashley Jensen  
Owner

**FOR THE SCHOOL:**

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Please return one (1) copy of this Agreement and your District calendar to:  
924 Parkwood Drive  
Modesto, CA 95350

Retain the other copy for school files.



**Interquest Detection Canines®**  
**Of Central Valley**  
**Corning Union High School District**  
**(the District)**

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INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. DISTRICT will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. Service will NOT be scheduled until the calendar is received.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by Drug Beat Certification or equivalent independent agency. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

The DISTRICT agrees to hold harmless INTERQUEST, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to, any liability for damages by reason of or arising from contraband remaining undetected.

**INTERQUEST DETECTION CANINES®**  
**Of Central Valley**

**FOR THE SCHOOL:**

Signed: \_\_\_\_\_

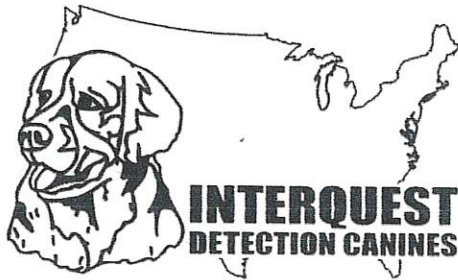
Print: \_\_\_\_\_

Date: \_\_\_\_\_

Ashley Jensen  
Owner

Please return one (1) copy of this Agreement and your District calendar to:  
924 Parkwood Drive  
Modesto, CA 95350

Retain the other copy for school files.



*Interquest Detection Canines of Central Valley*  
924 Parkwood Drive, Modesto, CA 95350  
209-484-6056  
[sniffsitplay@gmail.com](mailto:sniffsitplay@gmail.com)

July 7, 2023

Corning Union High School District  
Mr. Jared Caylor  
643 Blackburn Ave.  
Corning, CA 96021

RE: 2023-2024 Contracts

With the well earned and deserved retirement of the Bogue's, we would like to take this opportunity to introduce ourselves. Allow us to introduce **Interquest Detection Canines of Central Valley** to your district. **Interquest Detection Canines of Central Valley** is owned by Debra DeShon and Ashley Jensen. Debra DeShon has over 30 years of detection canine experience and is well known for training and managing a wide variety of detection canines. Ashley Jensen manages all the scheduling, accounting and general office needs.

We are enclosing the contracts for the 2023-2024 school year between Interquest Detection Canines of Central Valley and your school district. We have utilized the information provided by the Bogue's to estimate the number of visits needed for your district. Drug and contraband deterrence and prevention is a key piece of any school safety protocol and our program is set up to be a friendly, unthreatening, yet effective presence with a focus on keeping contraband off campus through inspections and education.

Did you know that according to the American Academy of Pediatrics, between 2017 and 2021 there has been a 1375% increase in hospitalizations for children experiencing THC toxicity symptoms? THC edibles often look like common snack foods and be easily mistaken. In addition, the dosage on many edibles is a fraction of what a normal serving would be, so that it is easy for people of any age to ingest too much. Rest assured that our canines can detect THC edibles, as well as many other street drugs, prescription medication, alcohol, gunpowder and many over the counter medications.

As you are probably aware, there is an opioid crisis in America. According to the CDC, 107,375 people in the United States died of drug overdoses in the 12-month period ending in January 2022. A staggering 67 percent of these deaths involved synthetic opioids like fentanyl.

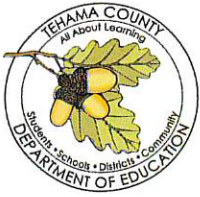
Please review the contract. If acceptable, sign and return one copy of the contract with your district calendar and bell schedules and keep the other copy for your records.

We look forward to the opportunity to partner with you to keep contraband off your campus. If you have any questions, please do not hesitate to contact us.

Sincerely,

Ashley Jensen-Partner  
Debra DeShon-Partner





## TEHAMA COUNTY DEPARTMENT OF EDUCATION

1135 Lincoln Street • Red Bluff, CA 96080

(530) 527-5811 • Fax (530) 529-4120

### SARB COORDINATOR PROGRAM PARTICIPATION CONTRACT 2023-2024

This agreement is entered into on this date, **July 1, 2023**, by and between the **Tehama County Department of Education**, herein referred to as DEPARTMENT, and the trustees of the **CORNING HIGH SCHOOL DISTRICT**, herein referred to as DISTRICT, for the **2023-2024** fiscal year.

You will be invoiced in May of **2024** for the amount below.

The annual contract includes cost for services provided by the DEPARTMENT to the DISTRICT for the **2023-2024** school year. The cost for services is **\$15,599**. The DEPARTMENT will provide a full time, ten months per year, employee who will be assigned to serve as a SARB Coordinator and who will perform the activities outlined below:

1. Truancy contacts by telephone
2. Preparation and mailing of truancy letters
3. Home visits and parent conferences on truancy
4. School pupil conferences on truancy
5. Liaison with law enforcement agencies - Interagency Task Force on Gangs - and District Attorney's Office
6. Local and county SARB coordination
7. County SARB referral processing
8. SARB Contract/Agreement monitoring and follow-up conferences and visits
9. Coordinates filing of charges against parents for SARB violations with the District Attorney's Office
10. Support for school administrators and nursing personnel with potentially dangerous home visits and conferences
11. Providing consultation and liaison to law enforcement on school safety, security, and crisis response planning
12. Coordinates collection and state reporting of mandated school crime data

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
\_\_\_\_\_  
RICHARD DUVARNEY, Superintendent  
Tehama County Department of Education

Date

7/19/23

  
\_\_\_\_\_  
CLERK/AUTHORIZED AGENT  
Corning High School District

Date

8.11.23



## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called DEPARTMENT, and **Corning High School District**, herein called DISTRICT, for the provision of **school nursing services** to the District. The parties agree as follows:

The term of this agreement is **July 1, 2023** through **June 30, 2024**.

A. The DEPARTMENT agrees to:

1. Provide 0.800 full-time equivalent (FTE) of school nursing service during the period of July 1, 2023 through June 30, 2024. The individual(s) providing the service shall remain an employee of the DEPARTMENT.
2. Invoice DISTRICT the sum of **\$123,030.40** based on the projected rate of **\$153,788** per one (1.0) FTE. This rate is based on the average cost for salary and benefits for the pupil personnel services staff and average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program that is allocated to the district. Additionally, the district will be invoiced for actual usage of services that exceed their allocated FTE. The rate is based on the average cost for one day per week of salary and benefits for the pupil personnel services staff and the "shared" average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program. Additionally, as this is general education nursing, an indirect cost will be included (Tehama County Department of Education 2023-2024 Indirect rate 4.77%). An estimate of the amount to be invoiced will be made in June and the billing will occur after the Department has "closed the books" for the 2023-24 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by DISTRICT.

B. The DISTRICT agrees to:

1. Provide adequate facilities and support including technology, materials and supplies, and access to a computer and printer for district and state reporting requirements and other reports to enable the pupil personnel service provider to perform services.
2. Pay the DEPARTMENT for the costs of services at the invoiced rate specified in Item A-2 and A-3, above.

*Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or the Department's contributions for the employee benefits.*

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 05, 2024**.

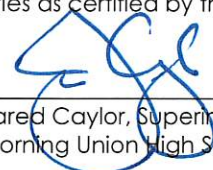
Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
Richard DuVarney, Superintendent  
Tehama County Department of Education

Date

7/18/23

  
Jared Caylor, Superintendent  
Corning Union High School District

Date

8-11-23



July 17th, 2023

Re: **Memorandum of Understanding**

Jared Caylor  
Corning Union High School  
643 Blackburn Avenue  
Corning, CA 96021

Dear Jared Caylor,

Enclosed are your MOU documents for the 23-24 Fiscal Year. Please review, sign, and return to KC Allen at the Tehama County SELPA. It is imperative to remember that the figures in these documents are calculated during the initial budget, prior to negotiations and salary increases. You will more than likely see increases to these costs during first interim budget.

Attn: KC Allen  
Tehama County Department of Education, SELPA  
900 Palm Street  
Red Bluff, CA 96080

If you have any questions, please feel free to reach out to KC Allen at [kallen@tehamaschools.org](mailto:kallen@tehamaschools.org), or Veronica Coates at [vcoates@tehamaschools.org](mailto:vcoates@tehamaschools.org).

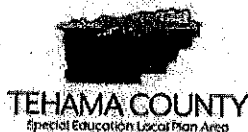
Sincerely,

KC Allen  
Budget Analyst

Enclosure (1)

➤ School Nursing Services





## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein called DEPARTMENT, and **Corning High School District**, herein called DISTRICT, for the provision of **school nursing services** to the District. The parties agree as follows:

The term of this agreement is **July 1, 2022** through **June 30, 2023**.

A. The DEPARTMENT agrees to:

1. Provide 0.600 full-time equivalent (FTE) of school nursing service during the period of July 1, 2022 through June 30, 2023. The individual(s) providing the service shall remain an employee of the DEPARTMENT.
2. Invoice DISTRICT the sum of **\$76,447** based on the projected rate of **\$127,412.25** per one (1.0) FTE. This rate is based on the average cost for salary and benefits for the pupil personnel services staff and average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program that is allocated to the district. Additionally, the district will be invoiced for actual usage of services that exceed their allocated FTE. The rate is based on the average cost for one day per week of salary and benefits for the pupil personnel services staff and the "shared" average cost of 4000, 5000, and 6000 object code expenditures for the pupil personnel service program. Additionally, as this is general education nursing, an indirect cost will be included (Tehama County Department of Education 2021-2022 Indirect rate 7.03%). An estimate of the amount to be invoiced will be made in June and the billing will occur after the Department has "closed the books" for the 2022-23 fiscal year. Payment shall be due and payable **thirty (30) days** after receipt of the invoice by DISTRICT.

B. The DISTRICT agrees to:

1. Provide adequate facilities and support including technology, materials and supplies, and access to a computer and printer for district and state reporting requirements and other reports to enable the pupil personnel service provider to perform services.
2. Pay the DEPARTMENT for the costs of services at the invoiced rate specified in Item A-2 and A-3, above.

*Payment will be adjusted accordingly in the case of any change in the rate resulting from cost of living adjustments or re-negotiated rates to the appropriate salary schedule or the Department's contributions for the employee benefits.*

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Either party not intending to continue or intending to revise this Agreement for the succeeding year shall give written notice of such intent no later than **January 06, 2023**.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

The provisions of this agreement are agreed to by both parties as certified by the signatures below:

  
Richard DuVernay, Superintendent  
Tehama County Department of Education

Date

8/3/22

  
Jared Caylor, Superintendent  
Corning Union High School District

Date

9/15/22

## **INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made and entered into as of the first day of **August 01, 2023**, by and between the Paskenta Band of Nomlaki Indians (the "Tribe"), a federally recognized Indian tribe, and the **Corning Union High School District** ("Contractor").

WHEREAS, the California Department of Social Services awarded funds to the Tribe for the Everett Freeman Promise Neighborhood Initiative ("Corning Promise") from the California Budget Act of 2022 Assembly Bill No. 178 (the "Grant");

WHEREAS, the Tribe and certain organizations with which it collaborates provide various services to Tribe members and the surrounding community, including education in Tehama County, California, that depend on grant funds from federal and state agencies and foundations;

WHEREAS, the Grant will support a continuum of solutions to improve the academic and development outcomes of children, youth and young adults residing within the Corning Union Elementary School District attendance area and to students currently enrolled in the Corning Union High School District;

WHEREAS, the Tribe has determined that successful administration of the Grant requires partnerships with local entities such as Contractor to deliver services and track results and desires to engage and contract for the services of Contractor to perform certain tasks as set forth herein;

WHEREAS, the Tribe is required under federal law to conduct background investigations to ensure certain minimum standards of character for individuals whose job requires contact with and/or control over children and the Tribe has enacted a background investigation policy (the "Policy") that requires that employees of entities who partner with the Band in connection with the Grant ("Contractor Employees") be subject to background investigations to the satisfaction of the Band before any Contractor Employee may be hired to work in connection with the Grant; and

WHEREAS, Contractor desires to enter into this Agreement and perform as an independent contractor for and on behalf of the Tribe and is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants, and the terms and conditions contained herein, the parties hereby mutually agree:

1. **Engagement.** The Tribe hereby engages Contractor as an independent contractor only, and Contractor hereby accepts such engagement with the Tribe upon the terms and conditions set forth in this Agreement.

2. **Relationship of Parties/Independent Contractor Status.** Contractor shall provide services, as more particularly described in **Exhibit A** attached to this Agreement (the "Scope of Work"), to and on behalf of the Tribe hereunder as an independent contractor, and nothing

contained in this Agreement shall be construed to create the relation of employer and employee between the Tribe and Contractor.

(a) *Status as Independent Contractor.* This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and that neither Contractor nor any of its members, managers, employees, contractors or agents (any such person, "Contractor Personnel") shall be an employee of the Tribe for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and California and tribal unemployment, workers' compensation, and wage and hour laws. Contractor represents and warrants that Contractor and each Contractor Personnel shall perform the services set forth in the Scope of Work as an independent contractor for whom no federal or state income tax will be withheld by the Tribe and that Contractor and all Contractor Personnel will be responsible for paying any income taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities in accordance with all provisions of federal and state law. Contractor hereby promises and agrees to indemnify the Tribe for any damages or expenses, including taxes, penalties, costs, expenses and fees and attorneys' fees, incurred by the Tribe resulting from Contractor's failure to pay any such taxes.

(b) *Withholding of Taxes.* Contractor recognizes and understands that the Tribe shall not be responsible for withholding taxes with respect to compensation paid for services performed under this Agreement. If the Tribe is at any time required to pay or withhold any taxes or make any other payment with respect to fees payable to Contractor under this Agreement, Contractor authorizes the Tribe to make corresponding deductions from any sum due to Contractor under this Agreement. At the Tribe's request, Contractor shall provide proof of required tax payments.

(c) *Benefits.* No Contractor Personnel shall be entitled to any of the benefits that may be provided to the employees of the Tribe, including without limitation any group life insurance, hospitalization, retirement or pension benefits, sick leave, vacation leave, worker's compensation or other benefits afforded to the Tribe's employees. Contractor acknowledges that no Contractor Personnel shall have any claim against the Tribe hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. In the event that any Contractor Personnel is subsequently reclassified as an employee, such reclassification will not be done on a retroactive basis to require the payment of such benefits.

(d) *Computing Devices or Other Technical Equipment.* Use of computing devices purchased with Promise Neighborhood funds shall be governed by the Tribe and the California Department of Social Services. Contractor shall comply with all current and any future California Department of Social Services regulations.



(e) *Location/Schedule.* Neither Contractor nor any Contractor Personnel will be required to follow or establish a regular or daily work schedule or work out of a particular location; provided, that Contractor [and/or Contractor Personnel] shall be available to meet regularly with the Promise Neighborhood Director to discuss strategy and progress of the allocation of Grant Funds.

(f) *Contractor's Authority to Determine Manner and Means of the Carrying out the Work.* Within the Scope of Work, as defined herein, Contractor shall retain discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement; provided, that Contractor and all Contractor Personnel shall adhere to instructions from the Tribe regarding final decisions for how to allocate and expend the Grant Funds and shall not knowingly or recklessly enter into any binding commitments or contracts regarding how to allocate and expend the Grant Funds on behalf of the Tribe with any third party without prior written authorization from the Tribe.

(g) *Limited Agency Relationship.* The Tribe shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Tribe, ostensibly or otherwise, nor bind the Tribe in any manner, nor represent that it has authority to so act unless Contractor has first received authority in writing from the Tribe that specifically sets forth the terms of such authority and the scope of the action authorized to be taken by Contractor on behalf of the Tribe.

3. **Term.** The term of this Agreement shall commence on **August 01, 2023**, and unless sooner terminated in accordance with the terms of this Agreement, and shall end on **June 30, 2024**.

4. **Scope of Engagement.** Contractor and its personnel shall (i) use diligent efforts and professional skills and judgment; (ii) perform all services in accordance with any applicable specifications provided herein and by the Tribe, and (iii) perform all services in accordance with recognized standards of the applicable industry and profession and consistent with past practice. Services under this Agreement will be provided by Contractor personnel. Subject to the confidentiality provisions set forth in Section 9 hereof and applicable law, Contractor is expressly free to perform services for other persons and entities while performing services in accordance with this Agreement.

5. **Compensation.** The parties agree that Contractor will be compensated for services performed pursuant to this Agreement, payable with approval of the Promise Neighborhood Project Director. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor or any Contractor Personnel in connection with the performance of the services pursuant to this Agreement.

6. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated:

(a) by the mutual agreement of both parties;

(b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party;

(c) by either party with 60 days prior written notice; or

(d) by the Tribe upon at least 14 days' prior written notice in the event that the Grant Funds do not receive congressional appropriation for the full term of this Agreement.

Upon expiration or termination of this Agreement for any reason, or at any other time upon the Tribe's written request, Contractor shall [PROMPTLY/WITHIN 30 days] after such expiration or termination:

(a) deliver to the Tribe all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);

(b) deliver to the Tribe all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material;

(c) permanently erase all of the Confidential Material from Contractor's computer or other device systems; and

(d) certify in writing to the Tribe that you have complied with the requirements of this clause.

(e) confer with the Tribe on the disposition or continued use of computing devices or any other technical equipment at the completion of the grant.

**7. Contractor's Compliance with Law.** Contractor represents that it and all Contractor Personnel will perform such services in conformance with all tribal, state and federal laws, rules, regulations and codes of ethics of any kind that may be required by or applicable to the Scope of Work.

Contractor shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance. Contractor shall promptly provide the Tribe copies of such records as requested by the Tribe. Notwithstanding the foregoing, or anything to the contrary contained herein: (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Department of Education and the Regional Office of the Environmental Protection Agency. (b) Contractor certifies that it is not listed on the government-wide exclusions in the System for Award Management ("SAM") in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Contractor shall promptly notify the Tribe if it becomes listed in SAM and shall immediately forfeit all rights hereunder. (c) Contractor certifies that it will not and has not used Federal or

State appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal or State contract, grant or any other award. Contractor certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (d) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines. (e) Contractor acknowledges that the Grant Funds have been awarded pursuant to the California Budget Act of 2022 Assembly Bill No. 178. Contractor shall abide by all California Department of Social Services requirements, including but not limited to reporting, audit and recordkeeping requirements. Contractor shall provide reports, undergo audit(s) and maintain records as required by the Tribe and the California Department of Social Service.

**8. Compliance with Tribe Policy on Background Investigations.**

*(a) Background Investigations.*

- (i) In compliance with the Policy and federal law, Contractor agrees to subject all Contractor Employees to a fingerprint check through the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- (ii) Contractor will ensure that background investigations are conducted at no cost to the Tribe; however, Contractor may expend Grant funds to comply with the Policy's background investigations requirements.
- (iii) No Contractor Employee will be employed or hired in connection with the Grant unless the Tribe is satisfied that the individual has the necessary overall character and fitness to care for the safety and well-being of a child, as determined in accordance with Section 11 of the Policy.
- (iv) Contractor shall maintain in its internal records copies of the results of all investigations performed under this Agreement, which must detail each step taken during the investigation.
- (v) Contractor will certify to the Tribe in writing that there is nothing in the background investigation of each Contractor Employee performing services in connection with the Grant indicating that the employment of each Contractor Employee would be in conflict with the Policy, federal

law, or this Agreement. Contractor's certification to the Tribe shall be in the form attached hereto as **Exhibit B** (the "Certification") as a way to ensure compliance with the Policy, Contractor shall promptly deliver all required Certifications to the Tribe.

- (vi) All background investigations conducted by Contractor shall comply in all respects with the Fair Credit Reporting Act. In doing so, Contractor shall take all steps to maintain the confidentiality of the investigation process and to ensure that the Tribe is only notified of final determinations of Contractor via delivery of the Certifications.
- (vii) The Tribe, at its sole discretion, retains the right to approve or disapprove all Contractor Employees providing services in connection with the Grant at any time.

(b) *Confirmation of Certifications.* The Tribe may at its sole discretion confirm Contractor's performance of background checks to ensure compliance with this Agreement. When requested, Contractor shall provide the Tribe with evidence of Contractor's background investigation, as is required to be maintained by Contractor pursuant to this Agreement.

(c) *Liaison.* Contractor shall designate a liaison who shall be available to answer any questions or to address any concerns that may arise during the performance of this Agreement.

#### **9. Proprietary Information.**

(a) Contractor hereby acknowledges that the Tribe has made, or may make, available to Contractor certain confidential financial information, membership information, and other confidential and/or proprietary information of, or licensed to, the Tribe (the "Confidential Material"). Contractor and all Contractor Personnel shall treat as confidential and proprietary any Confidential Information belonging to the Tribe or any third party that is disclosed to Contractor or any Contractor Personnel, or that Contractor or any Contractor Personnel otherwise becomes aware of, in the course of Contractor's services under this Agreement. The Confidential Material is the exclusive property of the Tribe. Contractor shall not, without the prior written consent of the Tribe, disclose or reveal any of said Confidential Material to any third party or use such information for any purposes other than to provide the services required under this Agreement. Contractor further agrees to comply with all reasonable rules established from time to time by the Tribe for the protection of the confidentiality of the Confidential Material. Notwithstanding the foregoing, Contractor may disclose Confidential Material to the extent so required by law or order of court or government agency; provided, that Contractor uses best efforts to give reasonable prior notice of any such disclosure to the Tribe.

(b) Contractor further agrees that all intellectual property developed by Contractor or any Contractor Personnel while accomplishing the Scope of Work (a "Development") shall be considered a work-for-hire under applicable law and shall be the sole and exclusive property of the Tribe, and in the event that any Development does not qualify for treatment as work-for-hire under applicable law, Contractor hereby assigns to the Tribe all rights, title, and interest in and to such Development and agrees to execute any document necessary to effect such assignment.

(c) Contractor also agrees that, immediately upon request from the Tribe, Contractor shall return to the Tribe all Confidential Material or proprietary property or documents obtained by Contractor in the performance of services under this Agreement. Contractor shall notify each person to whom any authorized disclosure is made that such disclosure is made in confidence and that the Confidential Material shall be kept in confidence by such persons.

10. **Assignment.** This Agreement may not be assigned by either party unless agreed to in writing by the Tribe and Contractor.

11. **Hold Harmless/Indemnification.** Contractor hereby releases and agrees to hold the Tribe harmless of any and all claims Contractor or any Contractor Personnel might have against the Tribe as a result of personal injuries sustained during the term of this Agreement, except to the extent resulting from the Tribe's negligence. Each of the parties to this Agreement shall defend, indemnify, and hold harmless the other from any and all damages expenses or liability resulting from or arising out of, any representations, acts, omissions, negligence or misconduct on the part of the indemnifying party, violation of law or from any breach or default of this Agreement which is caused or occasioned by the acts of the indemnifying party, or its owners, members, principals, employees or associates. The Tribe may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Tribe and the laws of the State of California. In the event of any conflict between the laws of the Tribe and the laws of the State of California, the laws of the Tribe shall control in all respects.

13. **Modification.** This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by both Contractor and the Tribe.

14. **Obligations Beyond Terms of Agreement.** The obligations of Contractor and the Tribe set forth in Sections 9 and 11 shall survive the termination or expiration of this Agreement.

15. **Severability.** If any term or provision of this Agreement or its application to any party or circumstances shall be declared invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In such event, the parties shall use their best efforts to replace the invalid or unenforceable

provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Tribe and Contractor with respect to the subject matter hereof and supersedes and cancels any prior understanding or Agreement, written or oral, express or implied, between the Tribe and Contractor relating to the subject matter hereof.

17. **Counterparts.** This Agreement may be executed in two counterparts (including via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

18. **Insurance.** Throughout the term of this Agreement and any extensions or renewals thereof, Contractor shall maintain at his/her/its sole expense general liability insurance in such amounts as the Tribe shall reasonably require and approve, listing the Tribe as an additional insured. Upon execution of this Agreement, and at any time thereafter upon five (5) days of a request from the Tribe, Contractor shall provide the Tribe with written evidence satisfactory to the Tribe of Contractor's compliance with the insurance requirements under this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Tribe and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives as of the date first written above.

PASKENTA BAND OF NOMLAKI INDIANS

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

CORNING UNION HIGH SCHOOL DISTRICT

By: Jared Caylor Superintendent  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
[Signature]  
Signature \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT A  
SCOPE OF WORK  
CORNING UNION HIGH SCHOOL DISTRICT (CUHSD)**

Exhibit A of the Agreement details the services, description of activities, payment terms, accountability measures, and reporting obligations.

**1. SERVICES**

COMPONENT 1: CUHSD.2023.01

PROGRAM NAME: Mental Health Coordinator

Aug 2023 – Jun 2024: \$160,000

Target Result: Increase access to quality services to maximize positive student outcomes.

Description: The Paskenta Band of Nomlaki Indians will support Corning Union High School District's (CUHSD) investment in a one-stop Wellness Center. The Wellness Center will be designed to offer a spectrum of health and wellness services through community agency integration and coordination activities. To support this program, CUHSD will hire a Wellness Coordinator to work closely with district leadership and bridge the access gap by consolidating provisions offered by agencies across the County and working with district leaders to offer services at CUHSD. The goal of the Wellness Coordinator is to build a solid system of support for the students and families in a school-based approach, thereby minimizing the time children are out of school.

A few of the activities are listed below:

- Implement a community impact approach leveraging community assets and taking strategic actions to ensure the initiative's long-term success.
- Conduct prevention activities and coordinate intervention activities.
- Increase parent and community participation activities.
- Improve data and management by establishing data-sharing agreements between agencies.
- Develop progress monitoring measures to assess effectiveness.
- Report to the CUHSD's Superintendent for direction.
- Provide progress updates to the Paskenta Band of Nomlaki Indians Tribal Council and the Corning Promise Project Director.

The funds will pay for the salary and fringe benefits of the Wellness Coordinator, cover the cost of in-state travel to two sites with an effective CA-based School Wellness Center, and participation in professional development opportunities. Prior authorization is required for any expenses not listed. Funds cannot be used to purchase food and beverages or any activities not approved in advance.

Objectives/Performance Indicators: To assist in measuring program effectiveness, the local objectives are as follows:

- For each year of support, CUHSD will expand the partnership to include three new partnerships.

- Establish a data-sharing plan during Year 1 of the implementation.
- Positive changes in attendance and chronic absenteeism rates established by grade and trend.
- Positive changes on questions related to psychological well-being (good, happy, feeling sad) on the California Healthy Kids survey.
- 5% positive change in the number of students self-reporting self-harm or other accurate manifestations of distress.

Reporting Expectations: The reporting commitments are bi-annual. The Wellness Coordinator will submit written reports to the Corning Promise Director. The Superintendent and Wellness Coordinator will meet every 2 – 3 months to discuss the initiative's progress and may present information bi-annually to the Paskenta Band of Nomlaki Indian tribal council.

## **COMPONENT 2: CUHSD.2023.02**

PROGRAM NAME: Dual Enrollment

Aug 2023 – Jun 2024: \$70,000

Target Result: Increase high school graduation rates and the percentage of high school graduates who obtain postsecondary degrees, vocational certificates, or other industry-recognized certificates or credentials

Description: CUHSD will fund two new dual enrollment courses offered at the high school in collaboration with an existing or planned partnership with a college. The course credits must count towards high school graduation requirements and college credit(s). Each class supported must have no less than 15 students per semester.

PN funds will be used to pay for students' direct expenses associated with participation in the dual enrollment course (tuition, books, etc.), students' college enrollment fees (health fees, etc.), and for a certificated teacher's time supporting the students enrolled in the dual enrollment class. These funds cannot be used for payment to teachers *during their normal contract hours* or for expenses that students can access at no charge.

Objective: To assist in measuring program effectiveness, the local objective is as follows:

- By the end of each course, 90% of the students enrolled in the dual enrollment course will complete the course.
- Provide dual enrollment data (no student-level data) in the CER data system within 2 weeks following the completion of courses:
  - course name;
  - number of students who enrolled in each course;
  - number of students who completed the course;
  - number of students who failed the course; and,
  - average G.P.A. of all students who completed the course.

The data reporting commitments and the methodology will be provided in the Data Accountability Plan. Any successor Data Accountability Plan will govern the objectives/indicators.

Reporting Expectations: CUHSD will report bi-annually to the Corning Promise Director on the progress of the dual enrollment program. The written report will synthesize information about the enrollment, completion rates, and success of students enrolled in the course.

### **COMPONENT 3: CUHSD.2023.03**

**PROGRAM NAME:** Data Specialist (Administration, Data Collection and Evaluation)

Aug 2023 – Jun 2024: \$30,000

Target Results: Assist in collecting data and reporting information on indicators and performance measures.

Description: The funds will pay a portion of the CUHSD Data Specialist's salary and fringe benefits. The Data Specialist will assist with assessment and evaluation activities and work closely with the external evaluation team (Center for Evaluation and Research [CER]) to collect and review data. The Data Specialist will assist in disseminating and collecting data release forms, keep a record of the forms, and provide the necessary data, aggregated and disaggregated formats, to the Corning Promise Director and CER. The Data Specialist will review the Data Accountability Plan (DAP) at the start of the partnership and every six months after.

Some of the data to compile include:

- Smarter Balanced English language arts and math results
- Attendance data and chronic absenteeism rates for students in Grades 9 - 12
- Number of students that qualify for school lunches, mobility rates, are in foster care, and homelessness rates
- Entry of data from (mental health) therapy services
- California Healthy Kids Survey data

## **2. PAYMENT SCHEDULE**

**Payment Amount and Indirect Cost Rate:** Payment on this Contract will not exceed \$278,000 per academic year. This total includes the indirect cost rate. The Paskenta Band of Nomlaki Indians will pay the California Department of Education-approved indirect cost rate to CUHSD. The rate for the 2023-2024 year is 5.85%. Reimbursement will be adjusted based on the approved rate, estimated to be \$18,000 annually. Funds cannot be used to purchase food and beverages. Pre-authorization requires for expenses not listed.

**Invoice submissions:** Invoice(s) must be submitted monthly and will include supporting documentation.

**In-Kind contribution:** The CUHSD will provide matching or in-kind contributions as part of the Contract. The total provided by CUHSD will equal 30% of the total funded amount. CUHSD will maintain necessary documentation of matching (in-kind) funds and provide bi-annual reports on matching funds. Detailed records must support the contribution.

### **3. PROGRESS MONITORING**

CUHSD will report on the progress of initiatives and will meet with the Corning Promise Director as outlined in the Scope of Work component descriptions.

### **4. PRODUCTS AND PUBLICATIONS**

All products and publications services funded under this contract will use the following statement: "Funding for these services is provided by the California Department of Social Services, administered in partnership with the Paskenta Band of Nomlaki Indians." The Corning Promise logo will be used on all published material, including flyers, posters, social media, and webpage postings.

**EXHIBIT B**

**INDEPENDENT CONTRACTOR CERTIFICATION  
TO THE  
PASKENTA BAND OF NOMLAKI INDIANS**



We, the undersigned Independent Contractor, hereby certify, to the Paskenta Band of Nomlaki Indians ("Tribe") that **Corning Union High School District** ("Independent Contractor") has determined in accordance with the Independent Contractor Agreement ("Agreement") between the Tribe and **Corning Union High School District** and the Tribe's Public Law 101-630 Background Investigation Policy ("Policy") that \_\_\_\_\_ ("Employee"):

- ☐ has passed a background investigation and has the necessary overall character and fitness to care for the safety and well-being of a child;

OR

- ☐ will be employed and/or retained by Independent Contractor in a capacity for which Employee will NOT be in regular contract with or have control over children at any time.

The Independent Contractor further certifies that employment of the above-named contractor employee would not otherwise conflict with the Policy, Federal law, or the Agreement.

Independent Contractor: **CORNING UNION HIGH SCHOOL DISTRICT**

NAME: Jared Caylor

SIGNATURE: [Signature]

TITLE: Superintendent

DATE: 8/10/23

## INTER-AGENCY AGREEMENT

This Agreement entered into on July 1, 2023 between the Corning Union High School District (CUHSD) and Kirkwood Elementary School District (KESD), for the term of July 1, 2023 through June 30, 2024, is created for the purpose of providing:

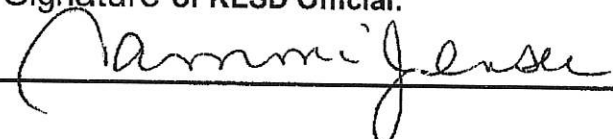
☒ Breakfasts and lunches under the National School Lunch Program

### It is hereby agreed that:

- (1) CUHSD will provide to KESD breakfasts and lunches to be served to students participating in the school lunch and breakfast program that comply with the nutrition standards established by the United States Department of Agriculture for the Food Based menu planning option.
- (2) CUHSD will provide items for breakfast and prepare all lunch meals at the CUHSD's cafeteria, located at 643 Blackburn Ave., Corning, CA 96021. Meals will be transported by KESD on a daily basis.
- (3) CUHSD will provide meals that comply with the nutrition standards established by the United States Department of Agriculture to KESD at a cost of \$3.25 per meal for lunches and an "at cost" rate for breakfast items. **Milk will not be included in the cost of the meal. KESD agrees to contract out for their milk delivery.**
- (4) KESD will perform the free and reduced price application process, including review and approval of applications. KESD will assume responsibility for any over claims identified during a review or audit.
- (5) KESD will be responsible for all daily point of sale meal counts and required daily/monthly paperwork and reporting. KESD will claim reimbursement from the California Department of Education for all meals served to children enrolled in Kirkwood. KESD is responsible for meal count and claiming accountability.
- (6) KESD will notify CUHSD of the meal count no later than 9:00 a.m. each day. KESD will be obligated to accept and pay for the number of meals requested but not served. CUHSD will not be obligated to provide any meals on days that students are not in attendance.
- (7) KESD will bear the responsibility of transporting the meals from CUHSD. KESD is responsible for the food safety as detailed in the Food Safety Program. KESD must maintain the integrity of the food (maintain temperature). This is to include the refrigeration of potentially hazardous foods (meats, dairy products). CUHSD will be responsible for providing warmers for maintaining the food integrity during transport
- (8) KESD will be responsible for receiving the meals and serving to the students at required temperatures. KESD will provide all personnel necessary to serve and supervise the consumption of the meals.
- (9) KESD will provide the necessary trays, dishes, utensils, pans, straws, napkins and condiments.
- (10) No later than one (1) week prior to the end of each month CUHSD will provide to the KESD a monthly menu consisting of the meals to be served the following month.



- (11) When requested by KESD, CUHSD will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least ten (10) working days in advance. The cost per lunch will remain the same as for the regular lunch. The teacher or aide in charge will be responsible for maintaining the appropriate temperature of lunches until served.
- (12) Gifts or exchanges of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal government.
- (13) KESD will indemnify and hold the CUHSD and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of KESD.
- (14) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (15) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the CUHSD Food Services Supervisor.
- (16) CUHSD will invoice KESD on a Monthly Basis (30 days after completed month).
- (17) Once approved by the **Kirkwood Elementary School District** and the **Corning Union High School District**, this agreement will continue as agreed unless terminated by either party on thirty (30) days written notice with cause.

Name and Title of CUHSD Official:	Telephone Number:
Diana Davisson, Chief Business Official	530-824-8002
Signature of CUHSD Official:	Date: 7/27/23
Name and Title of KESD Official:	Telephone Number:
Tammi Jensen	530-824-7773
Signature of KESD Official:	Date: 7/27/23
	



## Behavior Advantage, LLC Software License & Clinical Support Agreement

### Introduction and Purpose

Behavior Advantage, LLC (hereinafter known as "Behavior Advantage") is the creator and owner of several web-based applications known as Behavior Advantage, for use by educators supporting pupils with behavioral needs. A "Customer" of Behavior Advantage includes a school district, a special education local plan area of the State of California, a Non-Public Agency certified by a State Department of Education that has licensed Behavior Advantage from Provider through the "Behavior Advantage, LLC License Agreement" ("Agreement").

### General Terms and Conditions

1. Grant of Automatically Renewable Software License Agreement: Behavior Advantage having offices at P.O. Box 1421, Truckee, CA 96160 agrees to grant a non-transferable, non-sub licensable, non-salable Renewable License for use of the Behavior Advantage software to Corning Union High School District (hereinafter known as "Customer"), for use from the date this agreement is signed through and until either Customer or Behavior Advantage requests to terminate this agreement in writing, under the governing laws of the state of California. This License agreement cannot be modified without mutual consent of all parties.
2. Software Warranty: Behavior Advantage warrants that the Behavior Advantage Software will operate in reasonable substantial conformity with the documentation and all written and oral representations made when the product is used in accordance with the recommendations, training and direction of Behavior Advantage.
3. Implementation & Support Services Warranty: Behavior Advantage warrants that all services provided by Behavior Advantage staff and its contractors will be conducted by highly skilled professionals and in accordance with all professional industry standards of practice.
4. Costs & Payment: Annually renewable license fees, subscription fees, and clinical support services are outlined in the Behavior Advantage costs proposal and to be paid in full within 60 days of the date on invoices provided in accordance with the terms of this agreement.
5. Student Data Security & Privacy:
  - a. Student Data Security: Behavior Advantage will not use student, staff or any data for any reason except for the provision of the Behavior Advantage software to Customer in accordance with all CA state laws and education codes. Behavior Advantage shall maintain student data security systems consistent with industry standard practices.
  - b. Backup & Disaster Recovery: Behavior Advantage shall create and maintain a backup plan whereby Licensee Content is backed up to a data center and maintain backups of Customer's student data and content.
6. Online Clinical Support and Consultation:
  - a. Informed Consent: Customer will secure informed consent, when appropriate or necessary, prior to accessing Behavior Advantage Online Clinical Supports regarding individual students. Informed consent will include notification that Behavior Advantage, as a contracting vendor to Customer, is providing consultation and support for an individual student. Customer shall defend, indemnify and hold harmless Behavior Advantage and its officers, directors, employees, and agents from all costs, including but not limited to, claims, liabilities, actions, attorneys' fees and any fines arising out of or resulting from any claim, suit, action or proceeding arising out of or resulting from a lack of or inadequate notification or secured informed consent prior to or commensurate with online consultation and support services rendered.
  - b. Online Clinical Support Packages: Pre-purchased Online Clinical Support Package hours for consultation with a Behavior Advantage specialist are valid and can be utilized for consultation services across multiple annual school years, if Customer maintains a software subscription with



BEHAVIOR  
ADVANTAGE

Behavior Advantage. Pre-purchased Online Clinical Support Package hours are void if and when a current software subscription is terminated or non-renewed.

7. User Support:
  - a. Telephone Support: Behavior Advantage will provide a telephone number(s) that users can call anytime between 8 AM and 6 PM PST to receive responsive and professional support, if a Behavior Advantage staff member is not available, we will return the call quickly and as appropriate to the urgency of the issue.
  - b. Email Support Services: Will provide email support 8 AM to 6 pm PST and promptly respond to user's needs.
8. Authorized Users: "Authorized User" means the individual(s) or entity(ies) who are authorized by the Customer to access Behavior Advantage on behalf of the Customer according to the terms of the Agreement. Authorized Users are limited to a Customer's designated employees and licensed independent contractors with current contracts, including approved and signed data-sharing agreements, with the Customer. Customer acknowledges and agrees that only Authorized Users may gain access to Behavior Advantage via the Internet through Authorized Users' Personal User Identification and Password. Customer is responsible for tracking current Authorized Users and de-activating any user accounts that no longer meet the definition of "Authorized User" as outlined above. Customer agrees that access to Behavior Advantage by Authorized Users is contingent upon the Customer having a valid Agreement with the Provider. Should this Agreement end or terminate, Customer acknowledges and understands that Authorized Users will not have the right to access or use Behavior Advantage on behalf of the Customer. Authorized Users' Personal User Identification and Password, associated with the Customer, shall be deactivated.
9. Downtime: Licensee agrees that from time to time the Application Hosting Services (Currently Amazon Web Services) may be inaccessible or inoperable for various reasons beyond Behavior Advantage control such as internet related equipment malfunctions, interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures.
10. Intellectual and Real Property: Customer acknowledges that the Behavior Advantage applications; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related to the design and function of Behavior Advantage are exclusively the sole property of Behavior Advantage and are confidential information. Customer shall not allow any "Authorized User" or third party to view, adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Behavior Advantage Products or identify or discover any source code, or distribute, sell or sublicense copies, incorporate any portion of Behavior Advantage Products into or with any other products, or create any derivative works of the Behavior Advantage Products.
11. Binding Arbitration: In the event that a dispute should arise, both parties agree to refer the dispute to binding arbitration in the State of California. The parties agree that the Dispute shall forthwith be referred to arbitration (the "Arbitration") pursuant to the rules of the American Arbitration Association.
12. Force Majeure: A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond the party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.
13. Governing Law: (a) Choice of Law. The laws of the State of California govern this agreement (without giving effect to its conflicts of law principles). (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Placer County, California.





14. Amendments: No amendments to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.
15. Assignment and Delegation: (a) No assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection. (b) No delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party. (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.
16. Counterparts; Electronic Signatures: (a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument. (b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
17. Severability: If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that in validity, illegality, or unenforceability will not effect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.
18. Entire Agreement: This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.
19. Headings: The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.
20. Effectiveness: This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
21. Necessary Acts; Further Assurances: Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplate or to evidence or carry out the intent and purpose of this agreement.

**Authorized Representative**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Authorized Representative**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_

# Memorandum of Understanding

K to College, d/b/a SupplyBank.org ("SBO," or "we"), is a nonprofit organization whose goal is to ensure all people have the essential supplies they need. SupplyBank.org works through trusted local partnerships to strengthen the social safety net and deliver essential supplies to children and families in need. This Memorandum of Understanding ("MOU") sets out how we'll work with the organization ("Partner" or "you") named below.

Thank you for your partnership and commitment to serving children and families in need.

## Contact Information

<b>Partner name and address</b>	Corning Union High School District 643 BLACKBURN AVE, Corning, CA 96021	
<b>Partner contacts</b>	<b>Administrative Lead</b> Name: Heather Felciano Title: Associate Principal Email: hfelcian@corninghs.org Telephone: 530-824-8000 Ext 125 Communication Preference: Email or Phone	<b>Logistics Lead</b> Name: Heather Felciano Title: Assoc Principal/ Student Services Email: hfelcian@corninghs.org Telephone: 530-824-8000 Ext 125 Communication Preference: Email or Phone
<b>SupplyBank.org contact</b>	<b>Contact Person 1</b> Name: Hannah Emory Title: Program Coordinator Email: hannah@supplybank.org Telephone: (510) 569-5862 x. 104 Communication Preference: Email or Phone	<b>Contact Person 2</b> Name: Jessica Hernandez Title: Deputy Director & Operations Lead Email: jessica@supplybank.org Telephone: (510) 569-5862 Communication Preference: Email or Phone

## Term, Products, and Recipients

<b>Term</b>	[07/31/2023] to [07/31/2026]
<b>Product</b>	School supplies, hygiene supplies, dental kits
<b>Eligible Recipients</b>	Eligibility requirements for recipients of Product ("Eligible Recipients") are set out in Exhibit A.

## SupplyBank.org Responsibilities

<b>Product Supply</b>	SupplyBank.org will provide Products to Partner as set out in Exhibit A.  SupplyBank.org will provide the Products at no cost to Partner.
<b>Shipment</b>	SupplyBank.org will arrange and pay for shipment of Products and coordinate delivery with Partner.
<b>Changes in Eligible Recipients</b>	If changes in funding or other external requirements result in a change in recipient eligibility or other requirements, SupplyBank.org will notify Partner as promptly as possible.

## Partner Responsibilities

<b>Delivery</b>	Partner will examine incoming shipments and promptly inform SupplyBank.org of any material shortages or damage to Products.
<b>Storage</b>	Partner will properly store all Products.
<b>Outreach</b>	Partner will use appropriate outreach methods to inform Eligible Recipients about Product availability and the times and locations for distribution.
<b>Distribution</b>	Partner will: <ul style="list-style-type: none"> <li>confirm that individuals are Eligible Recipients before providing Products to them</li> <li>provide Products and engage with Eligible Recipients in accordance with the requirements set out in Exhibits A and B</li> </ul>
<b>Data Collection and Recordkeeping</b>	If and as set out in Exhibit A, Partner will collect and provide data to SupplyBank.org, and/or will keep records relating to Product distribution or other matters.
<b>Confirmation</b>	Partner will provide to SupplyBank.org, at the time and in a template provided by SupplyBank.org, a written confirmation of distribution activities. Partner in such confirmation will describe the process by which it distributed Products, certify that those who received Products were Eligible Recipients, and identify the date and location of each distribution.

This MOU consists of this form and Exhibits A and B. By signing below, SupplyBank.org and Partner each confirm that it understands and agrees to the terms of this MOU.

**K to College, d/b/a  
SupplyBank.org**

Signature

Print Name

Title

Date

**[Partner]**

Signature

Print Name

Title

Date

CUHSD  
*[Signature]*

Jared Caylor

Superintendent

8/10/23



## Exhibit A | Eligible Recipients, Recordkeeping, and Other Requirements

SupplyBank.org funding sources may limit the clients or people eligible to receive Products and provide for certain recordkeeping and data collection requirements. Such limitations and related requirements are set out below.

<b>Product Supply</b>	These items are all part of the KtoCollege (K2C) program and are Subject to Product availability. SupplyBank.org expects to ship school supplies and other basic material needs on an annual or semiannual basis.
<b>Eligible Recipients</b>	<p>Students verified as homeless as defined by the United States McKinney-Vento Homeless Assistance Act.</p> <p>Partner will provide notification and instruction to all appropriate staff that work with homeless students that these materials are available and how to access them.</p>
<b>Check-In Process</b>	Partner will carry out a check-in process to confirm, before giving Products to an individual, that the individual is an Eligible Recipient.
<b>Distribution</b>	Partner will facilitate a check-in process during each distribution, verifying each student is eligible as defined above before they receive K2C materials.
<b>Recordkeeping</b>	<p>Partner will maintain an internal, detailed district-wide roster that includes every child/family that receives K2C materials for auditing and/or any other purposes. This may be done by maintaining ownership of the lists of those receiving K2C materials at each USD school and/or community distribution venue. This list will include:</p> <ul style="list-style-type: none"> <li>• Name of child/family</li> <li>• McKinney Vento Status</li> <li>• Date and description of services provided</li> </ul> <p>Partner acknowledges that government funding agencies may carry out audits of Partner distribution and recordkeeping activities. SupplyBank.org does NOT collect any student information as a matter of policy.</p>
<b>Data collection</b>	<p>Partner will confirm in writing the process by which K2C materials were distributed to eligible and targeted students as outlined in the verification letter template provided by SupplyBank.org (Attachment A), certifying those served were eligible and identifying the date and location of each distribution</p> <p>Partner will not provide to SupplyBank.org any personally-identifiable information relating to recipients of products. Approved government auditors may do so for certain types of funds (TANF, Title IV-E, etc.), but SBO never receives it.</p>
<b>Recommendations from partner agency (SBO use Only)</b>	

## **Exhibit B | Additional Agreements**

### **1. Recipient Interactions**

Partner will:

- treat Eligible Recipients with dignity and in a respectful and professional manner
- not deny access to Products on the basis of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, or any other protected class under California law
- not require any Eligible Recipient to pay for Products
- not require any Eligible Recipient to participate in religious activities in order to receive Products
- not sell, barter, or exchange Products for money, products, or services
- not transfer Products to another organization without first obtaining SBO's written approval
- not distribute Products to volunteers who are not Eligible Recipients or, if a volunteer is an Eligible Recipient, provide Products only in the same manner as to any other Eligible Recipient

### **2. Cooperation and Communication**

#### **2.1 Communication**

SBO and Partner will cooperate with each other, including promptly responding to email, text, and other communications from one another, and working in good faith to identify and resolve problems.

#### **2.2 Product Recalls**

Each party will promptly notify the other if it becomes aware of any Product recalls. SBO and Partner will cooperate in developing and carrying out an appropriate response plan.

#### **2.3 Product Concerns**

Partner will promptly notify SBO if Partner learns of any safety or other claims or concerns arising from Eligible Recipient use of Products.

#### **2.4 Adverse Developments**

Partner will promptly notify SBO in writing of any events or developments which have or

could have a serious adverse impact on Partner's ability to distribute Products and otherwise carry out its responsibilities under this MOU.

#### **2.5 Site Visits**

SBO may, during normal business hours and with advance notice to Partner, visit storage and distribution sites and other facilities used by Partner in storing and distributing Products.

#### **2.6 Data Use**

SBO may use data it collects from Partner to evaluate its programs and meet external funding and reporting requirements. SBO will not disclose Partner information in a way that identifies Partner without first obtaining Partner's approval.

#### **2.7 Packaging**

Product packaging may include SBO and funder logos or other identifying marks and information about package content. Partner will not obscure, remove, or alter any such marks, content, or packaging.

### **3. External Communication**

#### **3.1 Generally**

Partner and SBO may identify the other as partner or collaborator, and use the other's name and logo, in internal and external communications, including, without limitation, website, social media, and print fundraising or other communications. Partner and SBO will stop use of the other's name and trademark upon request by the other party.

#### **3.2 Materials Supplied by Partner**

Partner at SBO's reasonable request will provide SBO with photographs, video segments, and other materials relating to Product storage and distribution. Partner confirms that it will obtain necessary consents for use of such materials by SBO.

#### **3.3 Photos and Videos Made by SBO**

SBO, with advance notice to Partner, may film, photograph, or otherwise record distribution activities at Partner's site or sites. SBO will be

responsible for obtaining needed consents in such cases.

### **3.4 Use of Photos and Videos**

SBO may use photos and other materials provided by Partner or produced by SBO for archival, program evaluation, training, fundraising, promotional, and other activities.

## **4. Relationship**

### **4.1 Partner Tax-Exempt Status**

Partner represents that it is a school, government agency, or charitable or religious organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

### **4.2 Charitable Organization**

Partner understands that SBO is a charitable organization, not a business, and that it receives funding from and works closely with government agencies, philanthropy organizations, and donors.

### **4.3 No Compensation**

Neither SBO nor Partner will pay fees or other compensation to the other in connection with Product supply, distribution, or any other activities under this Agreement.

### **4.4 Responsibility for Own Actions**

SBO and Partner will each have sole responsibility for its own activities under this MOU, including supervising employees and paying expenses[ and obtaining its own liability and other insurance].

### **4.5 Independent Entities**

Nothing contemplated by this MOU creates a partnership, franchise, joint venture, or similar relationship for any purpose. Neither SBO nor Partner has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

## **5. Liability**

### **5.1 Indemnification**

Partner will be responsible for and will indemnify, defend, and hold harmless SBO and its directors, officers, employees, and volunteers (together, "SBO parties") against any and all claims arising from Partner's performance under or breach of this MOU.] [For clarity, SBO's liability and other insurance does not cover Partner.

### **5.2 Liability Release**

[Partner waives and releases each SBO party from any and all claims arising from receipt, storage, distribution, and use of Products[, including, without limitation, claims by any person in respect of death, illness, or injury to people or property. Partner will not sue SBO on the basis of these waived and released claims]]. Nothing in this MOU limits the availability to SBO of any statutory or other legal immunities from liability.

### **5.3 Force Majeure**

Neither Partner nor SBO will be liable to the other for any failure or delay in performance due to any natural disaster, government action, health threat, civil unrest, or other similar event beyond the party's reasonable control. Should such an event occur, the affected party will give prompt notice to the other party, and the parties will stay in close communication. If the affected party remains unable to perform for a period exceeding 60 days after the event, either party may terminate this MOU under Section 6.

### **5.4 Supply Change Disruptions**

Partner understands that supply chains are subject to disruption and that Supply Bank:

- may not be able to meet projected quantities or delivery dates
- may allocate Products to Partner and/or other partners as it determines in light of prevailing conditions
- may adjust quantities based on the cost of Products

For clarity, SBO will not be liable to Partner in the event of any such developments.

## **6. Termination**

### **6.1 Voluntary Withdrawal by Partner**

Partner may at any time voluntarily withdraw from participation and terminate this MOU. Such a termination will be effective upon delivery by Partner to SBO of a written notice to that effect.

### **6.2 Termination by SBO**

SBO may terminate this MOU upon: (a) loss of funding or access to Products; (b) improper use or distribution by Partner of Products, inadequate recordkeeping, or other violation by Partner of its responsibilities under this Agreement; (c) Partner loss of its tax-exempt

status; [(d) Partner engagement in any conduct that reflects or may reflect adversely on SBO;] or (e) inability of a party to perform as contemplated by Section 5.3. The termination will be effective upon delivery by SBO to Partner of a written notice to that effect.

### **6.3 Effect of Termination**

If this MOU terminates, SBO and Partner will cooperate in transition activities, use reasonable efforts to minimize disruption to Eligible Recipients, and properly distribute any Products in storage at Partner facilities. Sections 4 - 7 will remain effective after the expiration or termination of this MOU.

## **7. General Provisions**

This MOU represents the final and exclusive agreement between Partner and SBO relating to its subject matter. This MOU may be changed only as described in a writing signed by the parties. If any provision of this MOU is held unenforceable, the other provisions will remain enforceable, and the unenforceable provision will be considered modified so that it is enforceable to the maximum extent permitted by law.



## CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Corning Union High (52 71506 00 0000)

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# 2023–24 Application for Funding

Required fields are denoted with an asterisk (\*).

## Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year:



## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year:



## Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

**\* Title I, Part A (Basic Grant):**

ESSA Sec. 1111 et seq.  
SACS 3010

☐ No ☒ Yes

**\* Title II, Part A (Supporting Effective Instruction):**

ESEA Sec. 2104  
SACS 4035

☐ No ☒ Yes

**\* Title III English Learner:**

ESEA Sec. 3102  
SACS 4203

☐ No ☒ Yes

**\* Title III Immigrant:**

ESEA Sec. 3102  
SACS 4201

☐ No ☒ Yes

**\* Title IV, Part A (Student and School Support):**

ESSA Sec. 4101  
SACS 4127

☐ No ☒ Yes

**Title V, Part B Subpart 2 Rural and Low-Income Grant:**

ESSA Sec. 5221 SACS 4126

☐ No ☒ Yes

Last Saved: Diana Davisson (ddavisson), 8/1/2023 1:43 PM, Draft

Save

Return to List

**Consolidated Application Support Desk, Education Data Office | [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov) | 916-319-0297**  
**General CARS Questions: Consolidated Application Support Desk | [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov) | 916-319-0297**

California Department of Education  
1430 N Street  
Sacramento, CA 95814

[Web Policy](#)



## CUHSD PARKING OPTION DISCUSSION

### AUGUST 2023

	Option #1 - JV Softball Field	Option #2 - Hockey Field
<b># of spaces</b>	165	217
<b>Timeline</b>	Potentially done for next school year, but must go through environmental, design, and DSA	Done before next school year, DSA approval only requirement
<b>Distance to Stadium Entrance</b>	466 ft (South entrance, may require path of travel work)	440 ft
<b>Distance to N. Gym Entrance</b>	735 ft	920 ft
<b>Distance to CUHS Main Office</b>	840 ft	1150 ft
<b>Location Benefits</b>	Removes student traffic from front of school, closest to the main office entrance, closer to N. Gym entrance	Closest to stadium (large community events), removes student traffic from Blackburn (parent drop off) and North St. (Bus Loading)
<b>Location Disadvantages</b>	New Ingress to campus (fencing/gate requirements related to site safety assessment), near bus parking/departure area, student traffic on same street as bus traffic before/after school	Farthest away from main campus (students walking to/from parking lot)

## POTENTIAL FACILITY SCENARIOS RELATED TO PARKING

(Assuming \$8.5 million facilities budget)

**Scenario #1** - Parking Lot at JV Softball (\$1.25 million), JV softball relocate offsite (\$100k), \$7.15 million remaining for Ag/Shop facilities (8,937 sq ft\* at \$800 per sq ft) - No changes to hockey field, track and field throwing, football field, or soccer fields.

**Scenario #2** - Parking Lot at JV Softball (\$1.25 million), JV softball relocate to soccer fields (\$150K), Soccer to Stadium Field (\$50k plus ongoing maintenance for overseeding, selective sprays in fall/winter), \$7.05 million remaining for Ag/Shop facilities (8,812 sq ft at \$800 per sq ft) - No changes to hockey field or track and field throwing, football and soccer share fields.

**Scenario #3** - Parking Lot at Hockey Field (\$1.5 million), Hockey relocates to stadium (\$50k plus ongoing maintenance costs), Track & Field throwing moved to interior of stadium field/D zones (\$50k), Improvements to JV softball field (\$50k), football and hockey share fields. \$6.85 million remaining for Ag/Shop facilities (8,562 sq ft at \$800 per sq ft) - No changes to JV softball or soccer fields.

**Scenario #4** - Parking Lot at Hockey Field (\$1.5 million), Hockey relocates to stadium (\$50k plus ongoing maintenance costs), Track and field throwing to JV softball (\$50k), JV softball to soccer (\$150k), soccer to stadium (\$50k plus ongoing maintenance), \$6.75 million for Ag/Shop facilities (8,437 sq ft at \$800 per sq ft) - Hockey, Football, Soccer share stadium field.

**Scenario #5** - Parking Lot at Hockey Field (\$1.5 million), Hockey relocates to stadium (\$1.5 million for turf and site work), Soccer relocates to stadium (no additional cost), Track and Field throwing moved to softball (\$50k), Softball moved to soccer (\$150k), \$5.3 million for Ag/Shop facilities (6,625 sq ft at \$800 per sq ft) - football, soccer, and field hockey share stadium turf field. \$50-\$75k increase in deferred maintenance annual contribution for field replacement.

\*Current Requested Square Footage for Ag/Shops is approximately 10,000 sq ft

Valued CUHS School Board Members,

I respect and appreciate your time, thank you for stepping into a service role that many would never dream of taking on. Tonight, I would like to address a few different points in regards to school safety, field hockey, and physical education playing space. My goal is simply to raise some questions and give you some additional perspectives regarding parking and field issues.

As you all now know, the long standing grass field hockey field at Corning High School has been in the discussion for quite some time to become a parking lot for the high school. As a teacher and coach, I can tell you that I absolutely believe that something needs to be done to enhance parking at our school. In my opinion, our parking situation is a safety hazard to our students, as well as a frustration for our community when larger events are held. Not only does the field hockey field create more spaces for parking than does the other area in question, but I also believe that it is a safer option in terms of keeping people from entering and crossing our campus to get to the main office. As a teacher, my priority goes towards keeping our students safe, so I understand that both safe parking, as well as not having people enter our campus are both of major importance.

As a coach and alumni field hockey player, I am very sad to see our field potentially turn into a parking lot. While I understand the potential need, I find myself being nostalgic of the decades of play that has occurred on our grass field, and appreciate the unique time that the program has had with a space all of it's own. When I first heard the idea of making the field hockey field a parking lot, I was vehemently against it. As time has progressed, and discussions have been had, I became more comfortable with the idea if it led to securing a turf field for our field hockey players, in addition to our soccer players, who are in great need of a better space. Field hockey in general has become a turf sport. The days of playing on grass fields are gone. The game has changed dramatically in the last 15 years to a much more fast-paced strategic game that is built for turf playing fields. Simply put, if you only have a grass field, you are falling behind, and cannot keep up with the speed of the game no matter how much you do. Even with holding practices in the South Gym when volleyball is on the road to mimic the speed of turf, we cannot keep up. We tend to start out the season strong, and then mid season, you can see the speed of other teams increase, while ours stays more stagnant. In my opinion, as well as with others in the league, we simply cannot keep up when we practice on a grass field.

I am asking the board to reconsider the idea of maintaining a grass stadium infield if field hockey will be expected to practice and compete there. I find it incredibly hard to believe that the maintenance required to keep the infield flat and bump free, especially in the high use areas where touchdowns and soccer goals are scored, sometimes in incredibly muddy conditions, would be able to occur in time for spring or summer field hockey. Field hockey requires impeccably flat surfaces within 16 yds of the goal in order to run short corners, which essentially are penalty shots with plays attached to them that are awarded to the offense when the defense fouls inside of the 16 yd circle. In order for these special plays to work, the field needs to be perfectly flat. I have seen what our end zones and soccer goal areas look like following a season, and it is typically highly compacted, littered with cleat marks, and full of chunks and

pockets of grass. You wouldn't ask our basketball players to prepare for a game by playing on the blacktop, nor would we ask volleyball to practice in the grass courtyard, so why should field hockey play on a surface that is inadequate and can be dangerous if not perfectly maintained? Aside from the expensive repairs that would need to take place immediately following the soccer season, (they typically have an extended season, as they go through many rounds of playoffs), I also wonder if we would be able to get on the field when it will take days to paint, mow, and prep for field hockey and football games. Just for football games, there is a significant amount of time spent painting the field for games. Would we be able to practice immediately at 3:30 on prep days?

In addition to advocating for the field hockey program, I would also like to advocate for the Physical Education Department at Corning High School. Did you know that there are several months that PE cannot use our nearest field space due to football field prep and times when the field is dormant? We have 27 sections of PE who cannot use that space for a majority of the year. Where do we go then? We go to the field hockey field due to its proximity to the gyms. It takes a great deal of time to get to and from the soccer fields in a 60 minute period with a warm up, work outs, and dressing down and dressing back up. It would be wonderful if PE had a space that stays puddle and mud free, that is also accessible at all times, that we could still do outdoor physical activity when there is standing water and mud elsewhere. If we no longer have a field hockey field, and if we stick to the status quo with a grass field on the infield, then PE becomes seriously limited.

Lastly, I would like to bring up questions I have related to the parking situation that are not field hockey or PE specific for the board to keep in mind. Should the grass field hockey field become our new parking lot, do we have a good idea of where the shot put, discus, and pole vault will move to in order to have close proximity to the track, as well as to maintain safety for athletes and spectators as it relates to the discus? And, should soccer be moved into the stadium, which is a much better venue for games, does their program have a preference of a playing surface? Has our soccer community been asked this question? I am curious, because field hockey has not been asked at this point. Lastly, if soccer stays in their current location, where will spectators be parking this year and in the future, and where will the players and spectators use the restrooms?

I am asking the board to consider letting go of the nostalgia connected to a grass field. I am asking that you consider the safest options for our students at all times; pick up, drop off, and during the school days while on our campus. I am also asking the board to consider our students and athletes and what is best for them. I am asking that if the field hockey program is asked to play in the stadium, that the surface be the correct surface for the game they play; turf. I have attached statements from the head official in our league, as well as from coaches in Chico and Davis High Schools. Thank you for your time and consideration.

Respectfully,

Natalie Hicks

**Steve Brown- Lead Official**

Sat, Jul 22,  
6:14AM (6 days  
ago)

**Steve Brown**

Jul 27, 2023,  
11:11 PM  
(14 hours  
ago)

Natalie,

Some notes from your umpiring organization regarding the shared grass field.

As was stated elsewhere, the key problem with the shared field is that field hockey is played by a small ball on what will become a very bumpy field making for a flow of the game nearly unrecognizable compared to a game on turf. . One needs to look no further than Bella Vista HS which shared a football practice field prior to their turf installation. Games were frequently interrupted by rolling balls deflected upward into players' faces and bodies.

Because the game was played on a slower, bumpy field, players' passes and spacing was generally at about 5 yards rather than 10-15 yards. Another comment by a coach correctly identified something we observed which was that teams playing on (and



practicing on) home grass were at a disadvantage when facing teams who had practiced on turf for many reasons including the type of running required for a faster and more vertical game.

To flip the script a bit: Imagine asking the baseball team to play on the shared field, while giving field hockey dedicated access to the baseball outfield. Would there not be complaints from baseball, and would that be acceptable by the board? The baseball infield players need a smooth infield just as much as field hockey needs a smooth field for the balls to roll true.

Steve Brown

NCFHUA, Inc.

Field Hockey Umpire Coordinator

CIF-Northern Section / EAL / SRL

**Elizabeth Hogan- Head  
Varsity Coach Davis High  
School Collegiate Field  
Hockey Player**

**Hogan, Elizabeth**

Hi Natalie

Good luck to your program in getting a turf field. Turf absolutely improves the players speed of play on the ball. At practice skills can be executed faster and the ball moves faster and more consistent on turf. Players can make consistent push passes (vs less consistent hits) that will go to their teammates 25+ yards away. Then they are received with less bounce allowing the player to trap and then move the ball down field. Individual skills such as pulls, dribbling and fakes can be practiced at a higher speed and with the ball moving a more consistent pace.

This is all theory not sure if anyone has studied it.

But also you can look at how the game at all levels has grown with the introduction of turf. Players do skills at high school that my teammates were not executing in college.

Thanks

Beth

**Deanna Keyawa- 35 plus year coach at Chico High School**

**Deanna Keyawa**

Fri, Jul 21,  
3:11 PM (7 days  
ago)

What a set-back it would be to have to play on grass that is unpredictable: raised balls, ankle rolls, choppy flow of the game, more hard hits to generate distance, possible wet zones, shared field time on grass would have to mean uneven areas. The grid lines, I believe are also a hazard for our sport. Our game is with a ball that moves on the ground, not in the air.

Lastly, field hockey athletes wanting to move on in college, have a disadvantage. At least your current field is very low and well maintained for the sport.

Deanna Keyawa



## Corning Un HSD | BP 5144.1 Students

**Suspension And Expulsion/Due Process**

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds

2. While going to or coming from school

3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

**Appropriate Use of Suspension Authority**

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

#### Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

#### Legal Reference:

#### EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

8239.1 Prohibition against expulsion of preschool student

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421



Students that cut class will not have the opportunity to make up missed work.

### **STUDENT CODE OF BEHAVIOR**

Corning Union High School students are expected to follow rules for student behavior as outlined in California Education Code section 48900. Generally speaking, any behavior that disrupts or potentially disrupts school activities, threatens the safety of students or staff, or damages or potentially damages property will be addressed through school discipline. Additionally, students that participate in illegal activities at school may be reported to law enforcement for appropriate follow up.

### **ALTERNATIVE LEARNING CLASSROOM (ALC)**

When a student's behavior necessitates that he/she receive a disciplinary consequence, it is the goal of CUHS to minimize the negative affect this might have on the student's academic achievement. To that end, CUHS has created an Alternative Learning Classroom (ALC) to be used in lieu of suspension from school. If a student is required to spend time in the ALC room, staff will make a reasonable effort to provide classwork that can be done independently. Despite this opportunity to remain in school and complete work, students may still have to make up work upon returning to their regular class. This is because it would be impossible for a student to do everything independently that he/she would normally do in a regular classroom setting.

### **DISCIPLINE STEP PROCESS**

Corning Union High School uses a discipline step process to help communicate with parents, guardians, staff and students about a student's disciplinary standing at our school. When a student is referred to the office for discipline, he/she will be placed on one of the following steps depending on the severity of the offense. Incidents such as class disruption typically result in a student advancing one step in the disciplinary process. Certain activities that threaten the safety of students, or damage property will necessitate immediate drastic action. A few examples include: possession, selling or furnishing of any firearm, knife or illegal object, possessing, furnishing or being under the influence of

illegal drugs or alcohol, causing bodily harm to students or staff, vandalism, property theft and robbery.

The above list is a guideline. It is impractical to try to list every possible infraction and we have not attempted to do so. Special circumstances often affect the degree of severity of an infraction. If the situation warrants special consideration, the consequence of breaking a rule might be more or less severe than that listed above.

Step 1: Warning and parent contact

Step 2: 1 day of ALC or suspension and parent contact

Step 3: 2 days of ALC or suspension and parent contact

Step 4: 3 days of ALC or suspension and parent contact

Step 5: 5 days of ALC or suspension and parent contact

Step 6: 5 day suspension and transfer to continuation

### **SENIOR LEADERSHIP**

Seniors should be the role models and leaders of students. Therefore, every senior must understand that any serious inappropriate behavior could jeopardize his or her privilege to participate in end-of-the-year senior activities, such as senior enrichment day, senior memory night and the graduation ceremony.

### **DRESS CODE**

Corning Union High School has established a student dress code in order to assure a safe, productive and appropriate learning environment for students. In addition to these goals, the dress code is intended to establish a minimum level of acceptable dress. Students and parents are encouraged to consider carefully what type of dress is appropriate for a school environment. Thinking through this can be a valuable learning process for young people as they prepare to enter a variety of work environments.

1. No student shall wear any clothing that is disruptive or likely to be disruptive to the learning environment or is offensive or distracting to other students, teachers or parents.

2. Shorts may be worn, but must be an appropriate length for an educational or professional setting.

3. Tops that expose the lower back, stomach or cleavage are prohibited. Off the shoulder shirts will also be prohibited. Bras and spaghetti straps may not be exposed. Boys' shirts must have sleeves (no tank tops or cutoff sleeves). However, boys will be allowed to wear tank tops for special school events. These events will be identified in the bulletin.

SAMPLE

### **Student Transfers**

The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and

Truancy) (cf. 5116.1 - Intradistrict Open

Enrollment)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with

Disabilities)) (cf. 6173.3 - Education for Juvenile Court School Students)

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

### **Students Convicted of Violent Felony or Misdemeanor**

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6164.2 - Guidance and Counseling Services)

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)



## Corning Un HSD | BP 5131.61 Students

**Drug Testing**

The Board of Trustees is committed to providing a safe, drug-free school environment to maximize the health and safety of district students and to protect them from dangers associated with illegal drug use and drug abuse. To support the district's drug abuse prevention efforts, the Board desires to establish a drug testing program in the district's high schools that will discourage illegal drug use among students and timely identify and refer drug users to appropriate counseling and rehabilitative services.

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

Any drug testing program to be implemented by the district shall be developed in consultation with drug treatment and prevention professionals, the laboratory contracted to conduct the tests, and district legal counsel. In addition, the Superintendent or designee may invite input from students, staff, parents/guardians, community members, and representatives of local health care agencies, community service agencies, and businesses.

(cf. 1020 - Youth Services)

Participation in the district's drug testing program shall require the written consent of students' parents/guardians. The Superintendent or designee shall provide information about the program, including the district's policy and procedures, to all high school students and their parents/guardians at the beginning of each school year. All informational materials provided for this purpose shall contain clear statements about how the program will be implemented, including, but not limited to, a list of every substance that to be tested for and how students may be withdrawn from participation in the program.

(cf. 5145.6 - Parental Notifications)

Drug testing procedures shall ensure appropriate student privacy while maintaining the viability of the process. If urinalysis testing is used, the supervisor collecting the specimen shall be the same gender as the student and the specimen shall be collected in a private facility behind a closed stall.

Parents/guardians shall be notified after any positive test results are confirmed. Test results shall be kept separate from the student's other educational records and shall be disclosed only to school staff designated by the Superintendent or designee as responsible for program implementation. The district shall not release test results to law enforcement authorities except in compliance with a court order.

(cf. 5125 - Student Records)

The Superintendent or designee shall provide training to principals, coaches, and other district staff involved in implementing the district's drug testing program.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Students who test positive in any voluntary drug testing program shall be encouraged to participate in an assistance program and may be required to take subsequent drug tests. No disciplinary or punitive action shall be taken against any student who tests positive in the voluntary drug testing program.

(cf. 5141.6 - School Health Services)

## Corning Un HSD | AR 5131.61 Students

### Drug Testing

#### Voluntary Drug Testing Program

For each testing session, students shall be selected at random from among those who have provided their own and their parent/guardian's consent for the program.

Test results shall be available only to the student and the student's parent/guardian. Parents/guardians of students who test negative shall be notified by mail. Parents/guardians of students who test positive shall be notified and referred to a counselor. After two weeks, a student who has had a positive test may be tested again.

If a student fails to appear for a test, the parent/guardian shall be notified and a test rescheduled for the following week.

#### Random Drug Testing of Student Athletes

Student athletes may be tested for the presence of illegal drugs at the beginning of each sport season and shall be subject to random testing during the entire season.

Students desiring to participate in a district athletic program shall first provide their parent/guardian's written consent for urinalysis testing.

Before drug testing occurs, students who have been or are presently taking prescription medication shall present either a copy of the prescription or a physician's written verification of this fact.

If a student's initial drug test is positive, a second test shall be administered as soon as possible to confirm the results. Parents/guardians shall be notified after the test results are confirmed. If requested by the student or parent/guardian, a hearing shall be conducted by the Superintendent or designee with the parent/guardian and the student.

Upon his/her first offense, the student shall be given the option of one of the following:

1. Participating in an assistance program and taking a drug test for each of the following six weeks

(cf. 1020 - Youth Services)

(cf. 5141.6 - School-Based Health and Social Services)

2. Being suspended from athletics for the remainder of the sports season

Upon his/her second offense, the student shall be suspended from athletics for the remainder of the sports season and the next sports season.

Any student suspended from athletics because of drug use shall be retested before beginning the next sports season in which he/she is eligible to participate.

Regulation CORNING UNION HIGH SCHOOL DISTRICT

approved: March 20, 1996 Corning, California

revised: August 21, 2014





**CORNING UNION HIGH SCHOOL  
ATHLETIC POLICIES & INFORMATION  
ACTIVITIES POLICY – ALCOHOL & DRUGS AT SCHOOL**

**Definitions:**

1. Extra-Curricular Activities: School activities conducted at all times other than a regular class period and placed on public display at regular intervals.
2. Co-Curricular Activities: School activities that are developed and carried on in a regular class period and placed on public display at regular intervals.

**Policy:**

The use of any controlled substance (listed in Chapter 2, commencing with Section 111053 of the Division of Health and Safety Code) considered illegal or controlled by the Food and Drug Administration or alcohol involvement during school or school related activities, applies while on any school grounds in California, going to or coming home from school, during lunch (on or off campus), during, while going to coming from a school sponsored activity and off campus at any time if sufficient nexus to school activity while a student currently engaged in either the extra-curricular program, or the co-curricular program and whose skills are utilized, or on public display at regular intervals shall be subject to the following penalties:

First Offense: The involved student shall be denied all extra-curricular and co-curricular participation for a minimum period of six (6) weeks of school from the date of the administrative penalty determination.

Second Offense and all other offenses throughout their high school years: The student shall be denied all extra-curricular and co-curricular participation equivalent to the average number of school days in one semester from the date of the administrative penalty determination.

Coaches or advisors MAY impose additional penalties for illegal drug or alcohol violations subject to administrative approval. If this occurs, a plan will be communicated in writing to parents/guardians and students at the beginning of the season.

Assuming the student committing the violation as a junior or below, all incomplete penalties will be carried over to the succeeding year.

Class or program changes must follow the normal procedure for program changes: Basic school practice shall prevail.



**CORNING UNION HIGH SCHOOL  
ATHLETIC POLICIES & INFORMATION  
VOLUNTEER DRUG TESTING**

**Definitions:**

**Drug:** Any controlled substance (listed in Chapter 2, commencing with Section 111053 of the Division of Health and Safety Code) considered illegal or controlled by the Food and Drug Administration

**Student Athlete:** Any student participating in athletic practices and/or contests under the control and jurisdiction of the Corning Union High School District

**Sport Season:** Fall, Winter, and Spring season begin on the first day of practice allowed by the California Interscholastic Federation or Corning Union High School and end the day prior to the beginning date of practice of the next season.

**POLICY STATEMENT:** In order to provide for the health and safety of the individual athlete and other athletics, as well as providing a legitimate reason for students to say "no" to drug use and providing an opportunity for those taking drugs to receive help in locating programs which can provide assistance, the District is conducting a mandatory drug testing program for student athletes. The program is not punitive. It is designed to create a safe, drug free, environment for student athletes and assist them in getting help when needed.

**PROCEDURES:**

**Consent:** The parent and/or guardian and the student athlete is required to sign a written consent for drug testing prior to participating in the athletic program. Any time an athlete refuses to be tested, he/she will be suspended from the team for the remainder of the season.

**Medication:** Student athletes who have been or who are taking prescription medication must provide verification (either a copy of the prescription or by doctor's authorization) prior to being tested. Students who refuse to provide verification and test positive will be subject to actions specified on the following page for "positive tests".

**Student Selection:** All student athletes may be tested at the beginning of each season. Random testing will be conducted during the sports season. Students selected for random testing will be selected by having their names drawn from a "pool" of student athletes.

**"Positive Test:** If the student's test indicates positive results, parents will be notified and the following actions will be taken:

**Corning Union High School District  
Job Description**

**JOB TITLE: CTE Community Liaison**

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**Salary Range: 18**

**Dept./Family: Student Support Services**

**Immediate**

**Supervisor:**

**CUHS Principal**

**Approved:**

**Board of Trustees**

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**DEFINITION:**

Under the general supervision of the CUHS Principal, serves as an integral part of the Career Technical Education Program, to perform a variety of clerical support, build and establish relationships with community members and businesses, transport students to and from their worksite. May exercise functional and technical supervision; oversee students, student assistants, and community volunteers, as directed.

**ESSENTIAL FUNCTIONS:**

- Transports students to and from their assigned work placement
- Serves as a liaison between CUHSD and local Community Businesses to establish Work Based Learning partnerships
- Attends and Provide district representation at business community events.
- Assist in facilitating job shadow and internship opportunities for CUHS students at community businesses

**ENVIRONMENT:**

- Work is performed in an indoor and outdoor environment and may be subject to constant interruptions.

**PHYSICAL ABILITIES:**

- Ability to sit for extended periods of time.
- Ability to stand, sit, walk, kneel, bend, crouch, stoop, squat, twist, run, climb, or jump for short or extended periods of time.
- Dexterity of hands, fingers to operate a computer and office equipment, sitting and standing of extended periods of time and seeing, hearing and speaking to exchange information in person and on the phone.

**REPRESENTATIVE DUTIES:**

- Communicates with a variety of stakeholders regarding Work Based Learning
- Attends business community events
- Creates newsletters, information packets, and correspondences.
- Assists with job shadowing experiences, Work Based Learning placements, and internship opportunities that complement students' career pathways.
- Transports students to and from their assigned work placement.

### **KNOWLEDGE, ABILITIES AND SKILLS:**

- Correct English usage, spelling, vocabulary, grammar, sentence structure, and punctuation.
- Operate computers, printers, copiers, laminators and other office equipment as needed.
- Working independently or as a team member.
- Assessing and prioritizing multiple tasks, projects and demands.
- Demonstrate an understanding, patient and receptive attitude towards students.
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- Maintain confidentiality of student and school information.
- Understand and follow oral and written instructions.
- Knowledge of essential elements of a successful Work Based Learning Program.
- Communicate effectively with Work Based Learning partners.

### **QUALIFICATIONS:**

- One year of clerical and computer experience, including some experience with public relations or related field.
- Some experience working in an organized education setting is desirable.
- A high school diploma or GED; some college preferred.
- Bilingual preferred

### **LICENSE OR CERTIFICATE REQUIREMENTS:**

- Possess a valid California driver's license.

## **Corning Union High School District**

### **Job Description**

#### **JOB TITLE: Part Time Adult Ed Student Services Technician**

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**Salary Range:** 16

**Dept./Family:** Administrative Assistant

**Immediate Supervisor:** Alt Ed Administrator **Approved By:** Board of Trustees

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#### **DEFINITION:**

Under the direction of Administrator of Adult Education, provide a variety of administrative support duties to support the operations of Adult Education Programs.

#### **ESSENTIAL FUNCTIONS:**

- Provide a variety of administrative support duties to coordinate the Adult Education Office and to answer, screen and route telephone calls to appropriate individuals; answer questions as needed.
- Maintain a variety of complex records, reports and detailed files related to assigned activities.
- Ability to communicate with Adult Education students and their families.
- Facilitate the multi-step process of student enrollment and exit.
- Administer assessments to students as required for the program.
- Process student attendance.
- Maintain organized and thorough records as needed for the program.
- Generate reports to local, state, and federal government as required.
- Communicate with school personnel, students, and vendors, to exchange information to resolve concerns or issues.
- Work with local agencies to provide resources and supports for adult students.

#### **ENVIRONMENT:**

- Office environment: subject to constant interruptions.

#### **PHYSICAL REQUIREMENTS:**

- Ability to sit for extended periods of time.
- Ability to stand, sit, walk, kneel, bend, crouch, stoop, squat, twist, run, climb, or jump for short or extended periods of time.
- Dexterity of hands, fingers to operate a computer and office equipment, sitting and standing of extended periods of time and seeing, hearing and

Revised: 6/28/23

Approved: (Pending Board Approval)

speaking to exchange information in person and on the phone.

**REPRESENTATIVE DUTIES:**

- Operation of standard office equipment, including computers.
- Understand and follow oral and written directions.
- Type and/or use word processors accurately at an acceptable rate of speed.
- Perform a variety of office duties to assist the program Administrator and staff as needed.
- Maintain accurate student transcripts.
- Mail distribution.
- Maintains and inventories school supplies and ordering process.
- Input and follow up with requisition requests.
- Utilize the computer database to collect, maintain, and report student and program records.

**KNOWLEDGE, ABILITIES AND SKILLS:**

- School guidelines, policies, procedure, and schedules.
- Modern office practices, procedure and equipment.
- Record-keeping techniques.
- Use of proper English: grammar, spelling, punctuation and vocabulary.
- Telephone techniques and etiquette.
- Interpersonal skills using tact, patience and courtesy.
- Work confidentially with discretion as well as independently with good judgment.
- Establish and maintain cooperative and effective working relationships with others.
- Perform clerical duties such as filing, typing, and maintaining records.

**QUALIFICATIONS**

- High School Diploma or equivalent required.
- Any combination of work experience in education related environment equivalent to two years.
- Bilingual (Spanish) Required.

**LICENSE AND CERTIFICATION REQUIREMENTS:**

- Possession of a current valid Class C driver's license.

Revised: 6/28/23  
Approved: (Pending Board Approval)



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## 2023.24 CLASSIFIED SALARY SCHEDULE

**Adult Education Salary Schedule**  
**2023/24**

	Hourly Rate		
<b>CERTIFICATED</b>			
ESL/HS Teacher	\$ 49.94		
<b>CLASSIFIED</b>			
Paraeducator	\$ 19.06		
Classified positions \$1.50 increase eff 10/01/2022			
Certificated positions 9.84% increase eff 10/01/2022			
Salary schedules may be revised as cola and program changes allow.			
Benefits are based on hours worked per day (prorated).			
No steps or raises are automatic, but will occur when possible.			
Board approved -			