Corning Union High School Regular School Board Meeting

DATE August 18, 2022 **TYPE OF MEETING**:

Regular

TIME: 5: 45 P.M. MEMBERS ABSENT:

PLACE: Corning Union High School

Library VISITORS:

MEMBERS PRESENT:

William Mache Jim Bingham, Todd Henderson Scott Patton, Larry Glover

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent
Diana Davisson, Chief Business Official
Justine Felton, CUHS Associate Principal
Charlie Troughton, CUHS Associate Principal
Heather Felciano, Director of Special Education
Audri Bakke, Director of Alternative Education
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 Superintendent

Jared Caylor.

2. PLEDGE OF Board President, Bill Mache asked the Board and audience to stand

ALLEGIANCE: for the flag salute.

3. ROLL CALL: Superintendent, Jared Caylor asked for a roll call.

Attendance is as follows:

- William Mache
- Jim Bingham
- Todd Henderson
- Scott Patton
- Larry Glover

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

A motion was made by Bill Mache and seconded by Scott Patton to approve the agenda with no changes.

The vote is as follows:

Larry Glover	Aye:	X	No:_	Absent:	Abstain:	
William Mache	Aye:	X	No:	Absent:	Abstain:	
Todd Henderson	Aye:	X	No:_	Absent:	Abstain:	
Scott Patton	Aye:	X	No:	Absent:	Abstain:	
Jim Bingham	Aye:	X	No:_	Absent:	Abstain:	

5. REPORTS:

5.1 ASSOCIATE PRINCIPAL REPORT:

Associate Principal, Justine Felton reported on the following:

First day of school was great Students are excited for school

People, Passion and Purpose is the focus for the school year

New SRO Matt Hewitt is on campus and plans to conduct a safety report. The last report was in 2017 so this will be finalized within the next 60 days and brought to the board for review.

Discipline (people) – the goal is to provide resources for students as needed.

Attendance (purpose) – the goal for the year is to get numbers up. Numbers are down since 2019 and we were at 92% last year so the school is working at getting that number up. We are using credit based attendance which was not being enforced with Covid but things are now getting back to normal.

Athletics (passion) – the goal is to continue to build the culture. There is a great foundation, tradition and culture already established and Ms. Felton would like to see that continue.

Board President, Bill Mache asked about the state average and Ms. Felton shared that we are sitting okay but do not want to decline anymore.

5.2 SUPERINTENDENT Su **REPORT**:

Superintendent, Jared Caylor shared the following:

Attendance 1018

Current Enrollment 1140 Pending Enrollment CUHS 6
CUHS 1052 Centennial 3
Centennial 62 ISP 0

ISP 26

The budget enrollment projection was 1113

1018+26+9 pending & 62 Centennial= 1113

Overall if it stays, the district will be at 1113 which was the exact projection. It may change before October 1st (CBEDS DAY).

In-Service went well. The theme shared with the staff was People, Purpose and Passion.

- Highlighted past 2 years that people have been the focus
- Return to what we all do as educators
- Mission and vision
- Care for each other and execute based on our passion. This
 may be different for everyone and even based on the
 different departments.
- The goal is to have individuals at this school to have a good opportunity.
- Facilities Master Plan

Sarah Chambers is a parent of a senior and a freshman. She shared the following:

- 1. Request for a swim team at Corning Union High School
- 2. Spoke with Kristina Miller from the City for the use of the pool
- 3. Red Bluff & Orland would like to team up to make it happen
- 4. There is a facility in Red Bluff that would allow use of the pool.
- 5. She spoke with the Athletic Director. However, was told that it would not be a possibility at this time.

Parent #1 (no name given) – shared that the kids are already conditioned and that there would be no obstabcles. The insurance is not a problem, they are ranging B times and these 5 swimmers are here today because they really would like to have a swim team.

Parent #2 (no name given) – shared that she is a Corning resident however her 3 boys went elsewhere due to athletics. If there was a swim team, they would have remained at Corning. The kids and families are willing to pay and Red Bluff has a facility that they can use and are even willing to give a discounted rate. They would car pool and there would be no cost to the district.

The CUHS Governing Board shared that they believe it is a good idea however, there are a lot of details that would need to be discussed. The Board asked when the season was and the parents shared that it begins in August and ends in October.

Superintendent, Jared Caylor shared with the Board and audience that this item is not currently on the agenda however, so no action could be taken at this time.

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

Board Clerk, Jim Bingham shared that this is a good idea however the Board does not know the entire picture. Thanked them for their time and input.

7.	ADJOURN TO
	CLOSED SESSION:

The Board adjourned to closed session at 6:23 p.m.

8. REOPEN TO PUBLIC SESSION:

The Board reopened to public session at 6:42 p.m.

9. ANNOUNCMENT 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 Larry Glover to approve the consent agenda items.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	Absent:_	Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:_	Absent:	<u>A</u> bstain:
Jim Bingham	Aye:	X	No:	Absent:	Abstain:

10.1 APPROVAL
OF SPECIAL
SCHOOL
BOARD
MEETING
MINUTES:

Approval of Special School Board Minutes of June 15, 2022

10.2 APPROVAL
OF REGULAR
SCHOOL
BOARD
MEETING

Approval of Regular School Board Minutes of June 16, 2022

10.3 APPROVAL OF WARRANTS:

MINUTES:

40232206-40232229,40232230-40232579, 4023579-40232677 40232678-40232681, 40232681-40233157, 40233158-40233180 40233180-40233293, 40233293-40233478

10.4 INTERDISTRICT REQUEST:

James Brooksher, Gavin Dutra Diego Hernandez, Tyler Linder Nicholas Mackintosh

10.5 HUMAN RESOURCES

Human Resources Reports is as follows:

		Human Resourd	ces Report		
Board Meeting Date:		8//18/2022			
<u>Action</u>	Type	<u>Name</u>	<u>Position</u>	Effective	<u>Background</u>
Resignation	Voluntary	Hale, Patric	CUHS Bilingual Para	6/24/2022	Voluntary Resignation
Resignation	Voluntary	Prouty, Susan	Centennial High School Teacher	7/1/22	Voluntary Resignation- Declined acceptance of the position offered to her
New Hire	Probationary	Lopez Rivera, Alicia	CUHS Bilingual Para	8/17/22	Range 13, Step 5
Resignation	Voluntary	Murphy, James	Centennial High School Teacher	7/1/22	Voluntary Resignation
Resignation	Voluntary	Hone, Jannis	CUHS Para II	7/6/22	Voluntary Resignation
New Hire	Probationary	Medrano, Carlos	CUHS Campus Supervisor	8/17/22	Range 15, Step 6
Change	Range	Ortega, Michelle	CUHS Para II	8/17/22	Range 15, Step 5
New Hire	Probationary	Tim DeVries	CUHS Para I	8/17/22	Range 13, Step 1
New Hire	Probationary	Waldron, Claire	Centennial High School Teacher	7/1/22	Class III, Step IV
Resignation	Voluntary	Stacie Magee	Food Service Supervisor	8/10/22	Voluntary Resignation
Probationary Termination	Probationary	Christian Avitia	Custodian I	7/26/22	Termination of Probationary Period
Extra Duty/Stipend/Temporary/Coaching Authorizations					
7/1/22	Stipend	McBride, Shawni	Prom Advisor Stipend Removal	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Thuemler, Ana	Prom Advisor Stipend Award	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Borer, Natalie	Prom Advisor Stipend Removal	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Buran, Lou	Prom Advisor Stipend Removal	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Riddle, Cassie	Promise Neighborhood Stipend	Monthly	Reinstate PN stipend through December 2022

10.6 MOU BETWEEN TCDE & CUHSD FOR CALWORKS ADULT BASIC EDUCATION SERVICES: The agreement is entered into by and between Tehama County Department of Education and Corning Union High School from July 1, 2022 through June 30, 2025. TCDE will provide reimbursement for actual cost incurred for an adult education teacher, not to exceed \$36, 000.000 annually.

10.7 MOU BETWEEN
TEHAMA COUNTY
SUPERINTENDENT OF
SCHOOLS & CUHSD FOR
TEHAMA COUNTY
TEACHER INDUCTION
PROGRAM:

This MOU is between Tehama County Superintendent of Schools and Corning Union High School District for the teacher induction program.

10.8 MOU BETWEEN CUHSD & SAN DIEGO COUNTY OFFICE OF EDUCTION: This agreement is entered into July 5th between San Diego County Office of Education and Corning Union High School District from 7/1/22-6/30/25. This is for the designated subjects program.

10.9 WILLIAMS QUARTERLY REPORT:

There were no complaints filed for the submission reporting date of July 2022.

10.10 MOU BETWEEN CUHSD & RBJUHSD FOR SPEECH SERVICES FOR 2022-23: This MOU is between Red Bluff Joint Union High School District and Corning Union High School District for the provision of speech and language services from July 1, 2022 through June 30, 2023.

10.11AGREEMENT WITH INTERQUEST CANINES FOR 2022-23 SCHOOL YEAR: This agreement is between Interquest Detection Canines of North Valley Counties and Corning Union High School District for substance awareness and detection services for the period of August 2022 through June 2023.

11. ITEMS FOR DISCUSSION:

11.1 PROFESSIONAL
DEVELOPMENT
PLAN
FOR THE
CBO:

The Chief Business Official will receive the following as part of her Professional Development Plan:

Weekly support from Tehama County Department of Education Outside Consulting Assistance

California Association of School Business Officials (CASBO) Association of California School Administrators (ACSA)

11.2 PROFESSIONAL DEVELOPMENT PLAN FOR

The Superintendent will receive the following as part of his Professional Development Plan:

SUPERINTENDENT: MEETING MINUTES:

ACSA Superintendents Symposium -January 2022 CBSA Annual Conference - Fall 2022

ACSA Superintendent Symposium- Winter 2023

ACSA Region 1 Conference- Spring 2023

SSDA Roundtable- Monthly throughout school year

11.3 GOVERNANCE HANDBOOK REVIEW:

Superintendent, Jared Caylor shared that this is the handbook which was created and approved by the board however, reminded them that this could be revisited and updated as needed.

There were a few modifications that the board felt could be updated.

Some highlights include:

- 1. Page #4 Changing above all to be at the top and then we agree to all at the bottom of that
- 2. Page #6- The meetings times in the summer can be modified because Fridays do not typically work for anyone
- 3. Page #7 Mr. Mache shared that all could do a better job at that.
- 4. Page #7- Superintendent, Jared Caylor modified the design of the agenda this month to separate out discussion items from action items

Superintendent, Jared Caylor will make the updated discussed and bring back to the Board for review and approval.

12. ITEMS FOR ACTION:

12.1 STRATEGIC PLANNING PROPOSAL: A motion was made by Todd Henderson and seconded by Larry Glover to approve the proposal. Board Member, Larry Glover thinks this is a great proposal but would like to see if the price could be a bit lower. This plan is facility by the National Center and ranks the objectives by the Board and the creation of expected annual measurable outcomes used to assess the continuous improvement of the district. Board Member, Todd Henderson asked if there were others using and if so, what was the outcome. Superintendent, Jared Caylor shared that he has had other feedback from other schools and the feedback was all very positive. There being no further discussion, the Board voted unanimously to approve the Strategic Planning Proposal.

The vote is as follows:

Larry Glover	Aye:	X	No:	Absent:	Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:_	Abstain:
Scott Patton	Aye:	X	No:_	Absent:	Abstain:
Jim Bingham	Ave:	X	No:	Absent:	Abstain:

12.2 UPDATED
INDEPENDENT
STUDY
POLICY (BP/AR 6158):

A motion was made by Todd Henderson and seconded by Larry Glover to approve the Independent Study Policy (BP/AR 6158). The following was removed:

- Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in person instruction.
- A student with disabilities, as defined in Ed Code 56026, shall not participate in independent study unless the students individualized education program specifically provides for such participation (Ed Code 51745).

There being no further discussion, the Board voted unanimously to approve the updated Independent Study Policy.

The vote is as follows:

Larry Glover	Aye:	X	_No:	Absent:_	Abstain:	
William Mache	Aye:	X	_No:	Absent:	Abstain:	
Todd Henderson	Aye:	X	No:	Absent:_	Abstain:	
Scott Patton	Aye:	X	No:_	Absent:	Abstain:	
Jim Bingham	Ave:	X	No:	Absent:	Abstain:	

12.3 RESOLUTION NO. 447

A motion was made by Todd Henderson and seconded by Larry Glover to approve the resolution. This is the for the electric bus grant. **ELECTRIC BUS GRANT:** After some discussion, the Board approved the resolution however Requested that Superintendent, Jared Caylor look into the following:

- 1. Battery Disposal
- 2. Charging Station
- 3. How far do the new buses go
- 4. What can we repair

Superintendent, Jared Caylor will bring this information back to the board at the next meeting. If the Board is not comfortable, they will revoke the Resolution.

There being no further discussion, the Board voted unanimously to approve Resolution No. 447.

The vote is as follows:

Larry Glover	Aye:	X	_No:_	Absent:_	Abstain:	
William Mache	Aye:	X	_No:	Absent:	Abstain:	
Todd Henderson	Aye:	X	No:_	Absent:	Abstain:	
Scott Patton	Aye:	X	No:_	Absent:	Abstain:	
Jim Bingham	Ave:	X	No:	Absent:	Abstain:	

12.4 FACILITIES **MASTER PLAN:**

A motion was made by Scott Patton and seconded by Bill Mache to approve the Facilities Master Plan.

The needs have been identified and there has been discussion of the summary of things that have been completed and that the district would like to complete.

- General Fund \$3.15 million
- o Modernization Grant \$750,000
- New Construction \$3.5 million
- o Capital Facilities-\$100,000
- State Energy Grants- TBD
- Total Current Budget \$7.5 million

Master Program Schedule

Phase I – CUHS Quad Completion
Phase II- Parking, Loading, Athletics Relocation

Phase III- Shops & Ag Classrooms Phase IV- Transportation Facility

Phase V- Kitchen, Ranch, Energy/Water, District Office, Campus Fencing

Funding sources to be determined, timelines for bids depend on future unidentified revenue. These projects to be completed after all others or with special funding streams that cannot be used on projects listed in other phases. At some point the Board will need to determine on whether to do partial projects for Phase III or wait until there is enough funding to do it all. This does not need to be determined now.

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

The vote is as follows:

Larry Glover	Aye:	X	No:	Absent:	Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:_	Abstain:
Scott Patton	Aye:	X	No:_	Absent:	Abstain:
Jim Bingham	Aye:	X	No:_	Absent:	Abstain:

12.5 ADULT EDUCATION CONSORTIUM REPRESNITATIVES:

A motion was made by Todd Henderson and seconded by Larry Glover to approve the Consortium Representative being Audri Bakke. Audri will be added as a proxy for Superintendent, Jared Caylor at Consortium meetings. There being no further discussion, the Board voted unanimously to approve this item.

The vote is as follows:

Larry Glover	Aye:	X	No:	Absent:_	Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:_	Absent:	<u>A</u> bstain:
Jim Bingham	Aye:	X	No:	Absent:	Abstain:

12.6 TITLE IX ASSESSMENT:

A motion was made by Todd Henderson and seconded by Bill Mache to approve the Title IX Assessment. Superintendent, Jared Caylor Shared the following:

Proactive approach to providing equitable athletic programs Allows for assessment of all kinds of data on athletics Provides ongoing action plan to improve any areas that are not equitable

There being no further discussion, the Board voted unanimously to approve the Title IX Assessment.
The vote is as follows:

Larry Glover	Aye:	X	_No:	Absent:	Abstain:	
William Mache	Aye:	X	_No:	Absent: _	Abstain:	
Todd Henderson	Aye:	X	No:	Absent:	Abstain:	
Scott Patton	Aye:	X	No:_	Absent:	Abstain:	
Jim Bingham	Aye:	X	No:_	Absent:	Abstain:	

12.7 CONTRACT WITH MUSCO FAMILY OLIVE CO.:

A motion was made by Bill Mache and seconded by Scott Patton to approve the contract with Musco Family Olive Co. This is stating that once the harvest is completed, Musco would like to purchase the olives.

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

The vote is as follows:

Larry Glover	Aye:	X	No:	Absent:_	Abstain:
William Mache	Aye:	X	No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:	Absent:	Abstain:
Jim Bingham	Aye:	X	No:_	Absent:	Abstain:

12.8 FUTURE AGENDA ITEMS:

There were none.

13. ADJOURNMENT:

A motion was made by Todd Henderson and seconded by Jim Bingham to adjourn the meeting. All in favor to adjourn and the Meeting adjourned at 7:31 p.m.

	William Mache, President
Approved	
	James Bingham, Clerk

8. REOPEN TO PUBLIC SESSION:

The Board reopened to public session at 6:05 p.m.

9. ANNOUNCMENT 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 Bill Mache to approve the consent agenda items.

The vote is as follows:

Larry Glover	Aye:		No:	Absent:	X Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:	Absent:	Abstain:
Jim Bingham	Aye:	X	_No:	Absent:	Abstain:

10.1 APPROVAL
OF REGULAR
SCHOOL
BOARD
MEETING
MINUTES:

Approval of Regular School Board Minutes of May 19, 2022

10.2 APPROVAL OF WARRANTS:

40230690-40230830, 40230831-40231147, 40231148-40231169 40231170-40231248, 40231248-40231607, 40231608-40231628 40231629-40231979, 40231980-40231987

Check # 40232681

Check Amount: 21,255.97

10.3 INTERDISTRICT ATTENDANCE REQUEST: George Feelo Nicholas Feelo

10.4 HUMAN RESOURCES Human Resources Reports is as follows:

Resignation	Brenna Hall	Centennial Teacher	6/10/22
Change	Neika Petrson	CUHS Teacher	7/1/22
New Hire	Susan Prouty	Centennial Teacher	7/1/22
New Hire	James Murphy	Centennial Teacher	7/1/22
New Hire	Olivia Gross-Jauregui	CUHS Teacher	7/1/22
New Hire	Whitney Armstrong	CUHS Teacher	7/1/22
Change	Alice Johnston	CUHS Teacher	7/1/22
Stipend	Melinda Robbins	Para Shuffle	7/1/22
Stipend	Megan Johnson	Special Ed Dept. Chair	7/1/22

10.5 CONSULTING SERVICE AGREEMENT:

This agreement is entered into effective March 28, 2022 by and between Total Compensation Systems Inc and Corning Union High School District. This is an annual requirement until the CUHSD bonds are paid in full.

10.6 SURPLUS EQUIPMENT:

Various Materials left over from the C-9 cabinet construction. The recommendation is to have them go to the online auction.

10.7 SERVICE
AGREEMENT BETWEEN
CUHSD & SAN DIEGO
COUNTY OFFICE
OF EDUCATION:

This agreement is for the provision of services and is entered on June 16, 2022. The term of this agreement shall begin July 1, 2022 and shall end on June 30, 2025.

10.8 MOU BETWEEN CUHSD AND SHASTA COLLEGE: The agreement is made by and between the Shasta-Tehama-Trinity Joint Community College District and Corning Union High School District. For the use of shop facilities and classrooms.

10.9 AG INCENTIVE GRANT:

This is a 2022-23 Ag CTE Incentive Grant application for funding.

10.10 CATIP MOU FOR THE CALIFORNIA AG TEACHERS' INDUCTION PROGRAM: This MOU is for the California Agricultural Teachers' Induction Program between Davis Joint Unified School District and Corning Union High School District.

11. ITEMS FOR
ACTION
AND DISCUSSION:

11.1 APPROVAL OF LCAP:

A motion was made by Todd Henderson and seconded by Bill Mache to approve the LCAP. There being no further discussion, the Board voted unanimously to approve the LCAP.

This is a description of how and when CUHSD engaged, or plans to engage, its educational partners on the use of funds provided through The Budget Act of 2021 that were not included in the 2020-21 Local Control and Accountability Plan (LCAP). There being no further discussion, the Board voted unanimously to approve the LCAP.

The vote is as follows:

Larry Glover	Aye:		No:	Absent:	X Abstain:
William Mache	Aye:	X	No:	Absent:	Abstain:
Todd Henderson	Aye:	X	No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:	Absent:	Abstain:
Jim Bingham	Ave:	X	No:	Absent:	Abstain:

11.2 APPROVAL OF 2022 LCAP SELF REFLECTION: A motion was made by Todd Henderson and seconded by Bill Mache to approve the LCAP Self Reflection. There being no further discussion, the Board voted unanimously to approve the 2022 LCAP.

This quick guide identifies the approved standard and self-reflection tools that Corning Union High School District will use to report its progress on the local indicators. There being no further discussion, the Board voted unanimously to approve the LCAP Self Reflection.

The vote is as follows:

Larry Glover	Aye:		_No:	Absent:	X	_Abstain:
William Mache	Aye:	X	_No:	Absent:		_Abstain:
Todd Henderson	Aye:	X	No:	Absent:		Abstain:
Scott Patton	Aye:	X	No:	Absent:		Abstain:
Jim Bingham	Aye:	X	No:	Absent:		Abstain:

11.3 APPROVAL OF THE CUHSD BUDGET:

A motion was made by Bill Mache and seconded by Todd Henderson to approve the 2022 CUHSD budget with a positive certification. There being no further discussion, the Board voted unanimously to approve the salary schedule. There being no further discussion, the Board voted unanimously to approve the CUHSD budget for the 2022-23 school year with a positive certification.

The vote is as follows:

Larry Glover	Aye:		_No:	Absent:	X Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	_No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:	Absent:	Abstain:
Jim Bingham	Aye:	X	No:	Absent:	Abstain:

11.4 SUMMER SCHOOL:

A motion was made by Todd Henderson and seconded by Bill Mache to approve summer school for June 2022. There being no further discussion, the Board voted unanimously to approve summer school.

The vote is as follows:

Larry Glover	Aye:		_No:	Absent:	X Abstain:
William Mache	Aye:	X	_No:	Absent:	Abstain:
Todd Henderson	Aye:	X	_No:	Absent:	Abstain:
Scott Patton	Aye:	X	No:	Absent:	Abstain:
Jim Bingham	Aye:	X	_No:	Absent:	Abstain:

11.5 APPROVAL
OF AGREEMENT
BETWEEN CUHSD
& SITE LOGIQ:

A motion was made by Todd Henderson and seconded by Scott Patton to approve the Facility Solution Project Feasibility & Letter of Agreement between Site Logiq and CUHSD. Site LogIQ will provide a proposal and facility solution agreement for the implementation of facility improvements, energy conservation, energy generation and/or energy management services.

Jennifer Butler reported on the following:

Jennifer has been with Site Logiq for 14 years (it was IES before). Site Logiq is designed to decrease energy consumption (gas, water, or electricity).

Repurpose funds to modernization or upgrades A design build and bundle approach is used and it takes money that the district is already spending on PGE and repurposes to other items like HVAC, lighting controls, etc.

Based off of a compiled wish list given to her by Jared Caylor and Brandon Lengtat.

C02 sensors and thermostats are the most compiling movement. There is the idea of indoor air quality and the state is preparing to mandate a C02 sensors. The teacher's unions have taken an interest in this made it a big deal. There are grants that will pay ½ of this improvement.

The lighting at CUHS was changed back in 2013 (interior and exterior). Site Logiq also plans to look into bus fleet. The district completed a lot of work under Prop 39 but still has more to do. One thing is to manage utility spending, not just from solar but behavior from staff and students.

Why Now?

Do nothing= 50K in PGE cost increase expected in 2023
Wait= 100K in cost escalation from HVAC manufacture July 2022
Do nothing= 28K per month in lost electrical utility savings

It is a good time to make an effort to address these critical needs

Funding

- 1. Leverage utility savings (start here)
- 2. ESSER Funds and other district funds
- 3. Grants (Cal Shape) and others

Board Clerk, Jim Bingham asked what % is paid by grants and the answer is 90% if the district considers using ESSER funds. Grants can also be retroactive.

Next steps would be to compile a report as far as kilowatts and cost. The cost of energy is different now. Also, look at maybe putting in an additional solar unit. Right now, the offset by 80% and possibly another 15% could be available. There was discussion on the SEER Rating and currently running the rating is 11 on heating and air. After 2023 it will be 13. HVAC is the least contributor to conservation but the biggest price tag.

The goal is to do a legal DSA exemption so that new equipment can be installed without DSA review. Site Logiq takes care of everything. They have worked with Corning Elementary and Orland as well. Site Logiq is audited every year and they have to prove that their energy calculators support the cash flow. They have not failed an audit, liquidated damages of litigation in over 30+ years.

Currently the solar system is managed by a third party and Site Logiq would like to take that over so they could set it up where the district can see it. The CBO, Superintendent and Facilities Director could monitor the progress. Future grants will be tied to conservation management. 0 net energy by 2030.

Conserve, generate and management- The district did a big conservation already and cannot measure what you're not managing. There is behavior and operation use. We are expected to conserve and this includes student and staff. A dashboard will be provided (it is optional) and it is way to demonstrate to the community that the district is transparent in its investments.

Superintendent, Jared Caylor asked if there was hesitation to move forward, what would the district be invested in?

- 1. Can the district do part of a project?
- 2. Can the district do small portions of projects?

Jennifer Butler shared that a design build would be completed and this would allow the district to see the financial cost of each project with no change orders. The district can decide which projects are priority. The commitment is 19K which is compiling the data which will then belong to the district whether the district decided to move forward with project recommendations or not.

Board Member, Todd Henderson asked what the chances of obtaining grants were and the chances are very good. The district can even be reimbursed for ½ of the thermostat replacement. Given the ADA and economic situation of the district, Corning Union High School District is in a good position for a lot of grants. There is a 6-month delay in production. Site Logiq is a large company and the sister company is located in New York and still unable to move production any faster.

The letter of agreement will allow Site Logiq the opportunity to have the engineers come through and look at everything. There being no further discussion, the Board voted unanimously to approve the agreement between CUHSD & Site Logiq.

The vote is as follows:

Larry Glover	Aye:		_No:	Absent:	X	_Abstain:
William Mache	Aye:	X	_No:	Absent: _		_Abstain:
Todd Henderson	Aye:	X	No:	Absent:		_Abstain:
Scott Patton	Aye:	X	No:	Absent:		Abstain:
Jim Bingham	Aye:	X	No:	Absent:		_Abstain:

Superintendent, Jared Caylor shared that this meeting that was scheduled this week needed to be rescheduled due to Ag teachers being out and the two scheduled board meetings. The tentative schedule is as follows:

11.6 UPCOMING RODGERS COMMITTEE MEETING: 08/23 Tuesday at 4:00 p.m. 11/15 Tuesday at 4:00 p.m. 02/13 Monday at 4:00 p.m. 05/16 Tuesday at 4:00 p.m.

All meetings are held at the Rodgers Ranch Classroom.

Superintendent, Jared Caylor shared an example with the board of expenditures that they were asking about. The report breaks down everything by categories.

Board Member, Todd Henderson would like to know if it was possible to see something when Ranch Manager, Tony Rosiles spending money out at the ranch. He would just like to have some oversight. Board Clerk, Jim Bingham shared that each chemical bill should be accompanied by a product/price requisition. He knows that when chemicals are purchased one is filed with the county anyhow. Superintendent, Jared Caylor really liked this idea and will implement this process moving forward.

11.7 COMMITTEE ON ASSIGNMENT:

A motion was made by Scott Patton and seconded by Jim Bingham to approve the Committee on Assignments:

- 1. Sherri Peterson- English
- 2. James Johnson- Physics
- 3. Thomas Mendonsa- Yearbook
- 4. Ana Thuemler- Leadership

Board President, Bill Mache asked if there was an amount of time where there could be approved. Superintendent, Jared Caylor shared that this are two different Ed Codes that are followed and each of them fall under one of these. None of these employees will be a long-term concern. There being no further discussion, the Board voted unanimously to approve the teachers who have been recommended by the Committee on Assignments to serve in subject areas outside of their credential based on California Education Code 44263 and/or 44258:7.

11.8 FUTURE AGENDA ITEMS:

There were none.

12. ADJOURNMENT:

A motion was made by Scott Patton and seconded by Todd Henderson to adjourn the meeting. All in favor to adjourn and the Meeting adjourned at 7:00 p.m.

Approved

William Mache, President

James Bingham, Clerk

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Board Report

Checks Da	Checks Dated 06/01/2022 through 07/01/2022		Board Mee	Board Meeting Date August 18, 2022	st 18, 2022
Check	Check Date Pay to the Order of	Fund-Object	Comment	Expensed	Check
ANOSSOOR	ALINIA ALBEDO MELINIA	04 5000	LOCAL MILEAGE		44 40
40232200		01-3202	DATTERY FOR STARS LARTOR	7070	84.11
40232207	U6/U1/2022 AMIAZON CAPITAL SERVICES, INC	01-4300	BALLERY FOR STARS LAPTOP	64.64	
			DRAIN TRAP SEAL	127.89	192.53
40232208	06/01/2022 AMERICAN RED CROSS HEALTH & SAFTY SRVS	01-4400	ASSETS CPR/ FIRST AID CLASSES		135.00
40232209	06/01/2022 ARAMARK	01-5500	CUSTODIAL LAUNDRY SVC	325.28	
		01-5508	UNIFORMS M&O	163.79	
		13-5500	CAFE LAUNDRY SERVICE	54.02	543.09
40232210	06/01/2022 AT&T	01-5901	CALNET 3 - TELEPHONE SVC		551.56
40232211	06/01/2022 CDW GOVERNMENT	01-4400	FOR CLASSROOMS		2,537.51
40232212	06/01/2022 CORNING ELEMENTARY SCHOOL	01-5800	DOT PHYSICAL FELIPE SANCHEZ CONTRERAS		85.00
40232213	06/01/2022 CORNING LUMBER COMPANY	01-4300	MISC/VARIOUS SUPPLIES	20.89	
			Unpaid Sales Tax	.19-	20.70
40232214	06/01/2022 CORY GRAVES/RESURRECTION LANDS	01-5600	WIFI SPRINKLER CONTROLLERS		2,660.00
40232215	06/01/2022 CRYSTAL CREAMERY	13-4700	NSLP DAIRY		1,085.57
40232216	06/01/2022 ENVOY PLAN SERVICES C/O TSA CONSULTING GROUP, INC.	, 76-9519	TSA 403B FEES		55.20
40232217	06/01/2022 EWING IRRIGATION	01-4300	GROUNDS SUPPLIES		583.24
40232218	06/01/2022 GAYNOR TELESYSTEMS, INC	01-6170	RANCH GATE ENTRY SYSTEM		6,384.04
40232219	06/01/2022 HAMRE EQUIPMENT	01-4300	FORKLIFT PARTS		158.81
40232220		13-4700	NSLP PRODUCE		113.00
40232221	06/01/2022 JACK SCHREDER & ASSOCIATES	01-6250	MODERNIZATION - SCHOOL FACILITY PROGRAM		4,763.75
40232222	06/01/2022 MCCOY'S HARDWARE & FARM SUPPLY	01-4300	JOSH JACKSON LWP CLASS	202.54	
		40.4200	VARIOUS SUPPLIES	335.15	0.40
4000000	VIDELIO CINICI ILINICI MI COCCIPCICO	19-4300	AO MICH-VARIOUS IMPLES ENIALS/SUPPLIES	00.87	67.010
40232223	US/U I/ZUZZ MJB WELDING SUPPLY	01-4300	AG MECH CYLLINDERS	1,200.34	
		01-4400	COVID MONEY	24,048.42	
		01-5800	AG MECH CYLLINDERS	594.58	
ACCCCCOA	SNOTH LOS OF INFIGER IN COOCHOISO	7200	Unpaid Sales Tax	120.20-	25,783.14
40232224	COLO IZZOZZ INO INIEN AG SOCIO I ONS	01-4300	ONCHAND - CHEIMICALS/FERTILIZER	9.75	1 760 63
A0232225	DEIGH 2022 OF IVE CITY AFITO PARTS DEBONA INC.	01-4300	MISC/WARIOUS SUPPLIES	0.20	35.67
40232226	06/01/2022 P.G.& F	01-5503	R FARM 3914 FI FCTRIC/GAS		156 94
40232227		19-5503	RANCH 4916 & 7250 FI FCTRIC/GAS		651 40
40232228		01-5504	CUHS ELECTRIC/GAS 6218		13 344 74
40232229		19-5503	RANCH 4916 & 7250 FLECTRIC/GAS		966.56
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Board Report

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Check	Check			Expensed	Check
Number	Date Pay to the Order of	Fund-Object	Comment	Amount	Amount
40232230	06/01/2022 Pacific Onesource, Inc.	01-6400	C-9 LAB TABLES		44,246.43
40232231	06/01/2022 PRO PACIFIC FRESH	13-4300	NSLP SUPPLIES	602.06	
		13-4700	NSLP FRUIT/VEGETABLES	358.02	80.096
40232232	06/01/2022 SAV-MOR FOODS	01-4300	AGBIO/AGCHEM LAB MATERIALS	81.59	
		13-4700	NSLP FOOD	87.97	169.56
40232233	06/01/2022 SILVER DOLLAR FAIR	01-4300	SILVER DOLLAR FAIR ENTRY FEE		20.00
40232234	06/01/2022 SYSCO SACRAMENTO, INC.	13-4300	NSLP SUPPLIES		901.15
40232235	06/01/2022 TEHAMA CO DEPT OF EDUCATION	01-5800	BUSINESS MENTOR	98.28	
		01-5830	FINGERPRINTING SERVICE	128.00	226.28
40232236	06/01/2022 THE DANIELSEN COMPANY	13-4300	NSLP SUPPLIES	72.36	
		13-4700	NSLP FOOD	1,653.64	1,726.00
40232237	06/01/2022 W.W. GRAINGER, INC.	01-4300	COOLER WITH MOTOR	2,547.76	
			CUSTODIAL SUPPLIES	31.09	
			MISC/ VARIOUS M&O SUPPLIES	40.35	
			SANITARY SUPPLIES	2,971.02	5,590.22
40232238	06/01/2022 WAXIE SANITARY SUPPLY	01-4300	GYM FLOOR SUPPLIES	6,431.63	
			SANITARY SUPPLIES	1,623.61	
		01-4400	LOW SPEED MACHINE	883.57	8,938.81
40232239	06/01/2022 WEST COAST PAPER	01-4300	COPY CENTER		143.29
40232570	06/08/2022 AMAZON CAPITAL SERVICES, INC	01-4300	AMPLIFIER SYSTEM FOR BORER	98.75	
			GARY POPE	287.79	
			MONITORS FOR CLEMENTINA	505.62	851.27
40232571	06/08/2022 ARAMARK	01-5500	CUSTODIAL LAUNDRY SVC	325.28	
			TRANS LAUNDRY SVC	94.54	
		01-5508	UNIFORMS M&O	187.79	
		13-5500	CAFE LAUNDRY SERVICE	54.02	661.63
40232572	06/08/2022 BEACON FIRE ALARM & SEC	01-5507	ALARM/FIRE SERVICE		800.00
40232573	06/08/2022 CDW GOVERNMENT	01-4300	DISTRICT INK		104.86
40232574	06/08/2022 CHAVAN & ASSOCIATES	19-5800	NONPROFIT TAX PREP 6/30/21		1,800.00
40232575	06/08/2022 COASTAL BUSINESS SYSTEMS, INC.	01-5620	COPY CENTER COPIERS	2,700.13	
			CUHSD COPIERS	3,075.65	
		13-5620	CUHSD COPIERS	33.76	5,809.54
40232576	06/08/2022 CORNING FORD MERCURY	01-6400	VANS FOR ATHLETICS		44,507.10
40232577	06/08/2022 CORNING LUMBER COMPANY	01-4300	CLASSROOM SUPPLIES	797.04	
			MISC/VARIOUS SUPPLIES	46.21	843.25
40232578	06/08/2022 GOLD STAR FOODS, INC	13-5800	FEE (COMMODITY STORAGE)		146.45
40232579	06/08/2022 GREEN WASTE OF TEHAMA	01-5506	DISPOSAL R-FARM 4018-2763626	179.79	

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Board Report

Date	Checks Dated 06/01/2022 through 07/01/2022		Board Mee	Board Meeting Date August 18, 2022	ıst 18, 2022
Ch	Check			Expensed	Check
Date	Pay to the Order of	Fund-Object	Comment	Amount	Amount
0/90	06/08/2022 GREEN WASTE OF TEHAMA	19-5506	DISPOSAL FARM-RANCH 4018-2783982	179.79	359.58
0/90	06/08/2022 HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	3,293.41	
		01-4312	TRANS FUEL-DIESEL	7,027.10	10,320.51
)/90	06/08/2022 IEC POWER, LLC	01-5699	SOLAR MAINT		1,291.37
)/90	06/08/2022 IMAGINE LEARNING LLC	01-5833	COURSEWARE LICENCE FOR 22-23		45,678.00
0/90	06/08/2022 INTERQUEST DETECTION CANINES OF NORTH VALLEY COUNTIES	01-5800	CONTRABAND INSPECTION-JUSTINE FELTON		375.00
)/90	06/08/2022 JRD FOOD SERVICES CORNING PAPA MURPHY'S PIZZA	13-4700	NSLP PIZZA		7,735.00
/90	06/08/2022 LA RUE COMMUNICATIONS	01-5900	MOBIL RADIOS/REPEATER SERVICE		300.00
/90	06/08/2022 MARIACHI CONNECTION	01-4300	STARS- BALLET FOLK SUMMER CAMP		446.00
/90	06/08/2022 MCCOY'S HARDWARE & FARM SUPPLY	01-4300	VARIOUS SUPPLIES	401.31	
8	CIAL INCLUDED ON FEB IN CATION IN CORP.	14-4300	PAINTING SUPPLIES	91.46	492.77
000	US/US/2022 MINDS ON EDUCATION, INC.	01-4300	IIINKEKINEIS	288.88	
			Unpaid Sales Tax	2.78-	597.20
/90	06/08/2022 NORTH STATE ELECTRIC & PUMP WELL INDUSTRIES, INC 19-5600	NC 19-5600	PULL & REPLACE 16HP PUMP		7,429.40
90	06/08/2022 OFFICE DEPOT	01-4300	ERGONOMICS SUPPLIES		515.71
/90	06/08/2022 OLIVE CITY AUTO PARTS DERODA.INC	01-4300	MISC/ VARIOUS SUPPLIES		204.56
/90	06/08/2022 P G & E	01-5503	TRANS ELECTRIC/GAS 1749-6	318.00	
		01-5504	TRANS ELECTRIC/GAS 1749-6	132.97	450.97
/90	06/08/2022 PITNEY BOWES GLOBAL FINANCIAL SERVICES	01-5904	2021/22 POSTAGE FEES		1,085.61
/90	06/08/2022 RAY DALTON CONST. CONSULTING	35-5800	CONTRACT OVER RUN FEES		11,520.00
/90	06/08/2022 REDDING FREIGHTLINER, INC.	01-4399	MATERIALS/SUPPLIES		548.27
/90	06/08/2022 REFLECTIVE IMAGE MANUFACTURING CORP	01-4399	MAGNETIC SIGNS		128.00
/90	06/08/2022 SMARTTRASH	01-5800	MONTHLY COMPACTOR MONITOR		80.00
/90	06/08/2022 THE PAPE' GROUP INC.	01-4400	MOWER PARTS	1,601.85	
			Unpaid Sales Tax	7.43-	1,594.42
/90	06/08/2022 VERIZON WIRELESS	01-5902	DISTRICT CELL PHONE SERVICE		3.62
90	06/08/2022 W.W. GRAINGER, INC.	01-4300	CUSTODIAL SUPPLIES		202.49
90	06/08/2022 WASTE MANAGEMENT	01-5506	CENT DISPOSAL 4-02058-55008	317.08	
			CUHS DISP 13-88262-43003/4-02058-75004	886.92	
			CUHS DISPOSAL 4-02058-65006	458.20	1,662.20
/90	06/08/2022 ZELMA'S	01-4300	AWARDS	188.88	
			Unpaid Sales Tax	-44-	188.44
90	06/10/2022 ALICE VON STADEN	01-5200	A VONSTADEN CATA SUM CONF 6/18-23 SAN LUIS OBISPO		324.00

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Check	Check			Expensed	Check
Number	Date Pay to the Order of	Fund-Object	Comment	Amount	Amount
40232678	06/10/2022 EMILY DALE	01-5200	E BROWN CATA SUMMER CONF 6/18-6/23 SAN LUIS OBISPO		324.00
40232679	06/10/2022 ROBERT SAFFORD	01-5200	B SAFFORD CATA SUMMER CONF 6/18-23 SAN LUIS OBISPO		324.00
40232680	06/10/2022 TENA, MARIA T	11-5202	PICK UP MAIL/STUDENT LUNCHES		262.08
40232681	06/10/2022 U.S. BANK CORPORATE PAYMENT SYSTEM	01-4200	MUSIC FOR CHOIR	19.55	
		01-4300	ADJUSTABLE DESK	323.24	
			ALISHA PAXTON PATTERSON	164.32	
			ANNUAL FOOD/NUTRITION CLASS	593.81	
			AWARD CERMONY AND BBQ	104.19	
			BLEACHER COVER FOR GRADUATION	1,103.52	
			Const equip COVID Funds	19.25	
			COPY CENTER	145.31	
			DEMO DESK	310.68	
			DESK REFINISHING	53.02	
			EAR BUD HEADPHONES	15.07	
			GRAD. STAGE RAMP CARPET	145.34	
			LAB SCIENCE EQUIPMENT - ASCI UNIT	7,727.41	
			SHREDDER	107.14	
			SPINNING PRIZE WHEEL	85.22	
			STRIVE- SUPPLIES	18.00	
			TINKER HELICOPTER	336.12	
			WELLNEST INCENTIVES- MAY	111.56	
		01-4307	CASA RAMOS PLATTERS FOR STAFF APPRECIATION LUNCH	775.16	
			FOOD FOR COACHES	127.35	
			LUNCHES FOR SENIOR EXIT INTERVIEW PANEL	406.69	
			SENIOR EXIT INTERVIEW	156.81	
			STAFF APPRECIATION WEEK	598.20	
			THANK YOU PLATTERS FOR TCDE	86.97	
		01-4400	Const equip COVID Funds	58.30	
			STARS- ANIME CLUB	15.98	
		01-5200	4/26/22 BOOST CONFERENCE H FELCIANO	1,201.17	
			CASBO ONLINE COURSE 5/4/22	305.00	
			E BROWN CATA SUMMER CONF 6/18-6/23 SAN LUIS OBISPO	138.00	

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Checks Da	Checks Dated 06/01/2022 through 07/01/2022		Board Mee	Board Meeting Date August 18, 2022	st 18, 2022
Check	×	P. C. Paris	- Common Company	Expensed	Check
Number	Date Pay to the Order of	Funa-Object	Comment	Amount	Amount
40232681	06/10/2022 U.S. BANK CORPORATE PAYMENT SYSTEM	01-5200	STATE FINALS HOTEL	3,289.94	
		01-5800	ASSETS- OTAKU SF TRIP	161.11	
			PERMITTING FEES FOR RR GREENHOUSE	73.08	
		01-5904	MAILED SCHOLARSHIPS	14.24	
		13-4700	COSTCO - SNACK BAR ITEMS	2,309.72	
			US FOODS CHEF STORE- STAFF EVENTS	35.50	
		13-5300	FOOD SERVICE - ANNUAL MEMBERSHIP COSTCO	120.00	21,255.97
40232682	06/10/2022 W.W. GRAINGER, INC.	01-4300	MISC/ VARIOUS M&O SUPPLIES		54.22
40233143	06/20/2022 ALPHA AND OMEGA DRAIN CLEANING	01-5600	SEWER LINE REPAIR		180.00
40233144	06/20/2022 AMAZON CAPITAL SERVICES, INC	01-4300	EXTERNAL USB DVD DRIVES	52.78	
			FURNITURE FOR PEDRO JIMENEZ	382.45	
			STAND UP DESK UNIT FELTON	112.00	547.23
40233145	06/20/2022 ANNA FARRELL	01-5800	PARENT REIMBURSEMENT		2,760.00
40233146	06/20/2022 ANTHONY LENCI	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		52.00
40233147	06/20/2022 ARAMARK	01-5500	CUSTODIAL LAUNDRY SVC	970.79	
			TRANS LAUNDRY SVC	49.27	
		01-5508	UNIFORMS M&O	755.13	
		13-5500	CAFE LAUNDRY SERVICE	108.04	1,883.23
40233148	06/20/2022 BAKER DISTRIBUTING COMPANY	01-4300	HVAC/ ELECTRICAL ITEMS		557.89
40233149	06/20/2022 BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505	CENT. PEST CONTROL	20.00	
			CUHS PEST CONTROL	200.00	
			RFARM PEST CONTROL	20.00	
			TRANS PEST CONTROL	20.00	350.00
40233150	06/20/2022 CDW GOVERNMENT	01-5833	MS OFFICE LICENSES QUANTITY 3		201.00
40233151	06/20/2022 CHARLIE TROUGHTON	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		52.00
40233152	06/20/2022 CITY OF CORNING	01-5502	COR 154,155,194 CUHSD WATER/SEWER	3,974.98	
			COR 157 TRANS WATER/SEWER	73.30	
			COR 37,176 CENT WATER/SEWER	650.42	4,698.70
40233153	06/20/2022 CITY OF CORNING POLICE DEPT.	01-5800	SCHOOL RESOURCE OFFICER		6,561.69
40233154	06/20/2022 CLEMENTINA TORRES	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		22.00
40233155	06/20/2022 COALITION FOR ADEQUATE SCHOOL HOUSING	01-5300	CASH MEMBERSHIP		278.92
40233156	06/20/2022 CODY HARRIS	19-4300	BEARDLESS WHEAT HAY		780.00
40233157	06/20/2022 COLLEGE BOARD	01-4300	SAT SCHOOL DAY TESTS		275.00
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40233158	06/20/2022 COMER COMM INC	01-6170	WIRELESS BRIDGE FOR RANCH GATE CONTROL SYSTEM		928.49
40233159	06/20/2022 CORNING LUMBER COMPANY	01-4300	MISC/VARIOUS SUPPLIES	55.14	0
		19-4300	KANCH - VARIOUS MATERIALS & SUPPLIES	27.42	82.56
40233160		13-4700	NSLP DAIRY		511.22
40233161		01-5800	ERATE CONSULTING SERVICES		1,250.00
40233162	06/20/2022 DEANNA AILEEN HAMILTON	01-5800	TRAINING SERVICES		112.50
40233163	06/20/2022 EDGES ELECTRICAL GROUP, LLC	01-6170	FOOTBALL FIELD LIGHTING	130.86	
		14-6200	FOOTBALL FIELD LIGHTING	53.11	183.97
40233164	06/20/2022 ENVOY PLAN SERVICES C/O TSA CONSULTING GROUP, INC.	, 76-9519	TSA 403B FEES		55.20
40233165	06/20/2022 GAYNOR TELESYSTEMS, INC	21-6170	CAMERAS FOR H&I QUAD MAINT TECH		16,735.09
40233166	06/20/2022 GOLD STAR FOODS, INC	13-4700	NSLP FOOD	2,958.89	
		13-5800	FEE (COMMODITY STORAGE)	35.10	2,993.99
40233167	06/20/2022 ISOM ADVISORS	21-5800	ANNUAL DISCLOSURE FY 20-21		3,575.00
40233168	06/20/2022 JACK SCHREDER & ASSOCIATES	01-6250	MODERNIZATION - SCHOOL FACILITY PROGRAM		647.50
40233169	06/20/2022 JAMES DODGE	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		52.00
40233170	06/20/2022 JASON QUILLEN	19-4300	BEARDLESS WHEAT HAY		6,720.00
40233171	06/20/2022 JESSICA FLORES	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		52.00
40233172		01-5900	MOBIL RADIOS/REPEATER SERVICE		290.53
40233173	06/20/2022 LAUREL AG AND WATER-LODI	19-4300	ORCHARD - MATERIALS/SUPPLIES	15.65	77.72
			KANCH-VARIOUS MAI ERIALS/SUPPLIES	55.4/	71.12
40233174	06/20/2022 LAW OFFICES OF ANDREA TYTELL	01-5801	ATTORNEY FEES - FARRELL SETTLEMENT		12,240.00
40233175	06/20/2022 LES SCHWAB	01-4313	TRANS TIRES/SERVICE	274.48	
		01-5800	M&O TIRE SERVICES	208.83	
		01-5813	TRANS TIRES/SERVICE	67.53	550.84
40233176	06/20/2022 LOZANO SMITH, LLP	01-5801	ATTORNEY - LEGAL FEES		1,855.54
40233177	06/20/2022 MCCOY'S HARDWARE & FARM SUPPLY	01-4300	VARIOUS SUPPLIES	793.65	
		14-4300	PAINTING SUPPLIES	145.74	939.39
40233178		01-5800	OFFICE WATER 119115		53.20
40233179		01-5800	SECURITY FOR GRADUATION		00.009
40233180	06/20/2022 OFFICE DEPOT	01-4300	3 DRAWER MOBILE FILE CABINET	213.08	
			BUSINESS OFFICE FURNITURE	1,465.21	

ESCAPE ONLINE Page 6 of 8 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.

905 - Corning Union High School

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Board Report

Checks Dat	Checks Dated 06/01/2022 through 07/01/2022		Board Meet	Board Meeting Date August 18, 2022	st 18, 2022
Check	K		,	Expensed	Check
Number	Date Pay to the Order of	Fund-Object	Comment	Amount	Amount
40233180	06/20/2022 OFFICE DEPOT	01-4300	OFFICE DEPOT BOXES FOR TRANSCRIPTS	25.72	
			OFFICE FURNITURE	188.94	
			OFFICE SUPPLIES	130.89	
		01-4400	BUSINESS OFFICE FURNITURE	416.08	2,439.92
40233181	06/20/2022 OLIVE CITY AUTO PARTS DERODA.INC	01-4300	MISC/ VARIOUS SUPPLIES	31.29	
		01-4399	TRANS PARTS/SUPPLIES	51.68	82.97
40233182	06/20/2022 PITNEY BOWES GLOBAL FINANCIAL SERVICES	01-5620	POSTAGE LEASE		774.26
40233183	06/20/2022 PRO PACIFIC FRESH	13-4700	NSLP FRUIT/VEGETABLES		416.08
40233184	06/20/2022 REDDING PAINT MART INC	14-4300	PAINTING SUPPLIES		1,371.49
40233185	06/20/2022 SHAUN FREDRICKSON	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		25.00
40233186	06/20/2022 THE DANIELSEN COMPANY	13-4300	NSLP SUPPLIES	272.94	
		13-4700	NSLP FOOD	284.79	557.73
40233187	06/20/2022 THOMAS MENDOSA	01-5200	AVID PATH TO SCHOOLWIDE CONFERENCE		52.00
40233188	06/20/2022 U.S. BANK CORPORATE PAYMENT SYSTEM	01-4300	PSYCH TESTING		102.00
40233189	06/20/2022 U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	TELEPHONE SERVICE 149142		448.96
40233190	06/20/2022 W.W. GRAINGER, INC.	01-4300	CUSTODIAL SUPPLIES	1,280.06	
		14-4300	PAINT SUPPLIES	130.81	1,410.87
40233191	06/20/2022 WAXIE SANITARY SUPPLY	01-4300	SUMMER CLEANING SUPPLIES		606.18
40233192	06/20/2022 WEST COAST PAPER	01-4300	COPY CENTER		71.46
40233293	06/22/2022 CALIFORNIA'S VALUED TRUST	01-3402	JULY 2022 TRUSTEE - J. BINGHAM	2,163.66	
			JULY 2022 TRUSTEE - L. GLOVER	2,063.66	
			JULY 2022 TRUSTEE - T. HENDERSON	163.59	
			JULY 2022 TRUSTEE - W. MACHE	1,413.66	
			JULY 2022 TRUSTEE- S. PATTON	1,593.66	
		01-3701	JULY 2022 RETIREE - D. SCHLOM	1,753.97	
			JULY 2022 RETIREE - J. BEARDSLEY	1,041.97	
			JULY 2022 RETIREE - L. ROMO	2,192.86	
			JULY 2022 RETIREE - M. ALBEE	1,807.86	
			JULY 2022 RETIREE - M. BEARDSLEY	1,041.97	
			JULY 2022 RETIREE - T. LAMB	2,882.86	
		01-3702	JULY 2022 RETIREE - D. HAMILTON	1,267.68	
			JULY 2022 RETIREE - G. THURMAN	1,043.56	
			JULY 2022 RETIREE - L. MINTO	1,652.51	
			JULY 2022 RETIREE - S. HOAG	958.51	
		76-9513	JULY 2022 MEDICAL	144,990.00	
The preceding Check	s have been issued in accordance with the District's Policy	orization of the Board	and authorization of the Board of Trustees. It is recommended that the preceding	ESCAPE	ONLINE

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Checks Dar	Checks Dated 06/01/2022 through 07/01/2022			Board Meeti	Board Meeting Date August 18, 2022	st 18, 2022
Check	Check				Expensed	Check
Number	Date Pay to the Order of		Fund-Object	Comment	Amount	Amount
40233293	06/22/2022 CALIFORNIA'S VALUED TRUST		76-9551	JULY 2022 LIFE	95.40	
			76-9552	JULY 2022 DENTAL	19,618.66	
		_	76-9553	JULY 2022 VISION	2,358.53	190,104.57
40233469	06/27/2022 ADVANCED BLDNG & FABRICATION		01-4300	ROOF MATERIAL		509.44
40233470	06/27/2022 AMAZON CAPITAL SERVICES, INC		01-4300	SPEAKER WIRE FOR WEIGHT ROOM STEREO	42.37	
				TINKER CLASSROOM SUPPLIES	540.40	582.77
40233471	06/27/2022 CAYLOR, JARED K		01-5202	LOCAL TRAVEL		211.94
40233472	06/27/2022 CDW GOVERNMENT		01-4300	DISTRICT INK		125.73
40233473	06/27/2022 CORNING LUMBER COMPANY		01-4300	MISC/VARIOUS SUPPLIES		17.71
40233474	06/27/2022 GAYNOR TELESYSTEMS, INC		14-5800	HALO VAPE SENSORS FOR BATHROOMS		16,887.45
40233475	06/27/2022 HILLYARD / SACRAMENTO		01-4300	SANITARY SUPPLY		150.52
40233476	06/27/2022 HUNT & SONS, INC	O	01-4311	TRANS FUEL-GASOLINE	1,209.23	
			01-4312	TRANS FUEL-DIESEL	1,212.91	2,422.14
40233477	06/27/2022 INTL GREENHOUSE CONTRACTORS		01-6170	30X60 GREENHOUSE AT RODGERS RANCH		78,654.27
40233478	06/27/2022 OLIVE CITY AUTO PARTS DERODA.INC		01-4300	MISC/ VARIOUS SUPPLIES	16.33	
			01-4399	TRANS PARTS/SUPPLIES	183.98	200.31

Fund Summary

665,722.70

134

Total Number of Checks

Fund	Description	Check Count	Expensed Amount
01	GENERAL	108	409,263.22
11	ADULT EDUCATION		262.08
13	CAFETERIA SPEC REV	17	19,949.30
14	DEFERRED MAINTENANCE	9	18,680.06
19	FOUNDATION SPECIAL	10	18,704.25
21	BUILDING FUND	2	20,310.09
35	COUNTY SCH FACILITY	_	11,520.00
9/	WARRANT/PASS-THRU	8	167,172.99
	Total Number of Checks	134	662,861.99
	Less Unpaid Sales Tax Liability		139.29
	Net (Check Amount)		665.722.70

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905 - Corning Union High School

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Corning Union High School Interdistrict Transfers Districts of Choice

Incoming

Updated: 7/1/22

Last Name First	First	Grade	To	Code	Reason / Date
Brady	Karson	10th	Red Bluff	_	Renewal Established 11/2/21
Brooksher	James	11th	Red Bluff	_	Established 6/6/22
Dutra	Gavin	9th	Orland Unified	_	Established 6/18/22
Feelo	George	12th	Red Bluff	_	Renewal Established 5/25/22
Feelo	Nicholas	9th	Red Bluff	_	Established 5/25/22
Godinez Ceja	Artemio	10th	Red Bluff	_	Renewal Established 6/29/22
Hernandez	Diego	10th	Red Bluff	_	Renewal Established 7/1/22
Linder	Tyler	10th	Red Bluff	_	Established 6/27/22
Mackintosh	Nicholas	11th	Red Bluff	_	Renewal Established 7/1/22
Ochs	Cade	10th	Los Molinos	_	Renewal from 2020-21 school year Established 8/14/20
Reid	Emily	10th	Red Bluff	_	Renewal from 2020-21 school year Established 8/14/20
Santos	Vladimir	12th	Red Bluff	1	Renewal/Paperwork Established 5/19/22 & 5/25/22
Williams	Devin	11th	Los Molinos	1	Established 12/8/21

Corning Union High School Interdistrict Transfers Districts of Choice

2022-23 School Year -

Outgoing

Updated:4/11/22

Last Name	First	Grade	To	Code	Reason / Date
Barry	Akiva	9th	Chico Unified	_	Established 2/4/22
Galvan	Daisy	12th	Red Bluff	1	Established 3/21/22
Galvan	Kasandra	10th	Red Bluff	1	Established 3/21/22
Gilbert	Taylor	9th	Los Molinos	1	Established 6/14/22
Madrigal	Jocelyn	10th	Los Molinos	1	Established 4/5/22
Parker	Kelsie	12th	Red Bluff	1	Pending RB approval
Perez	Omar	9th	Chico Unified	1	Established 1/20/22
Salazar	Maylynn	9th	Red Bluff	1	Pending RB approval
Shields-Beall	Colin	12th	Paradise Unified	1	Pending Paradise Approval
Shields-Beall	Hunter	11th	Paradise Unified	1	Pending Paradise Approval
Kampmann	Tucker	10th	Orland Unified	1	Renewal from 2020-21 school year Established 6/25/20
Rico	Marisa	11th	Orland Unified	1	Renewal from 2019-20 school year Established 5/16/19
Rosales	Zulema	11th	Los Molinos	1	Renewal Established 10/11/21
Staton	Rosehannah	9th	Chico Unified	1	Established 4/11/22
Toney	Conley	9th	Orland Unified	_	Established 3/11/22

		Human	Resources Report		
Board Meet	ing Date:	8//18/2022			
Action	Type	Name	Position	Effective	Background
Resignation	Voluntary	Hale, Patric	CUHS Bilingual Para	6/24/2022	Voluntary Resignation
Resignation	Voluntary	Prouty, Susan	Centennial High School Teacher	7/1/22	Voluntary Resignation- Declined acceptance of the position offered to her
New Hire	Probationary	Lopez Rivera, Alicia	CUHS Bilingual Para	8/17/22	Range 13, Step 5
Resignation	Voluntary	Murphy, James	Centennial High School Teacher	7/1/22	Voluntary Resignation
Resignation	Voluntary	Hone, Jannis	CUHS Para II	7/6/22	Voluntary Resignation
New Hire	Probationary	Medrano, Carlos	CUHS Campus Supervisor	8/17/22	Range 15, Step 6
Change	Range	Ortega, Michelle	CUHS Para II	8/17/22	Range 15, Step 5
New Hire	Probationary	Tim DeVries	CUHS Para I	8/17/22	Range 13, Step 1
New Hire	Probationary	Waldron, Claire	Centennial High School Teacher	7/1/22	Class III, Step IV
Resignation	Voluntary	Stacie Magee	Food Service Supervisor	8/10/22	Voluntary Resignation
Probationary Termination	Probationary	Christian Avitia	Custodian I	7/26/22	Termination of Probationary Period
Extra Duty/S	tipend/Tempo	rary/Coaching Au	ıthorizations		
7/1/22	Stipend	McBride, Shawni	Prom Advisor Stipend Removal	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Thuemler, Ana	Prom Advisor Stipend Award	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Borer, Natalie	Prom Advisor Stipend Removal	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Buran, Lou	Prom Advisor Stipend Removal	Monthly	Will no longer serve as the prom advisor - Appendix A-4 Special Assignments
7/1/22	Stipend	Riddle, Cassie	Promise Neighborhood Stipend	Monthly	Reinstate PN stipend through December 2022



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

This Agreement is entered into by and between the Tehama County Department of Education, herein called Department, and Corning Union High School, herein called PROVIDER, for the provision of CalWORKs Adult Basic Education Services. The parties agree as follows:

The term of this agreement is July 1, 2022 through June 30, 2025

The DEPARTMENT agrees to:

Provide reimbursement for actual cost incurred for an adult education teacher, not to exceed \$36,000.00 annually. Payment shall be made twice annually in the amount of \$18,000.00 by County transfer in December and June of the fiscal year.

The PROVIDER agrees to:

- Provide Adult Basic Education (ABE), including Vocational English as a Second Language (VESL), and General Education Development (GED)/High School Diploma services for appropriate Tehama County Department of Social Services (TCDSS) CalWORKs Employment Services participants. "Adult Basic Education" is defined as Welfare-to-Work activity which includes instruction in reading, writing, arithmetic, high school proficiency, or general education development certificate instruction, and English-as-a-second language.
- ABE services will be provided in Corning at Corning Adult Education, 250 E. Fig Lane, Corning CA, Monday thru Thursday from 9:00am to 4:00pm, and Friday 8:00am to 12:00pm during the regular school year; the summer schedule in Corning will be Monday through Thursday 8:00am to 12:00pm. ABE sites are required to provide services for at least the number of hours required for each CalWORKs participant in order to meet their WTW participation requirements.
- ABE classes are provided on an open entry and open exit format that may include classroom instruction, computer lab time, individual tutoring, and job coaching; referred participants will be able to start and stop as needed.

 Weekly signed, verified, attendance reports are required to be provided for each participant, indicating; the dates attended each week, number of hours attended each week, and if absences are excused or unexcused. On a monthly basis, signed and verified monthly progress reports on each participant are required. These reports are to provide the status and advancements that are being made by the participant.

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 intending to terminate during the current contract will give a minimum of a thirty (30) day notice.

Both parties as certified by the signatures below agree to the provisions of this agreement:

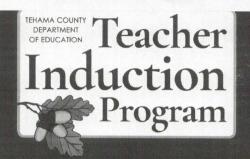
RICHARD DUVARNEY, Superintendent
Tehama County Department of Education

6/15/22

Superintendent/Clerk/Authorized Agent Corning Union High School

Date

Date



General Education

Career Technical Education
Preliminary and Clear

Education Specialist

April 29, 2022

Dear Administrator,

Thank you for partnering with the Tehama County Department of Education Teacher Induction Program and for collaborating with us to establish a network of support for your teacher(s) and their mentor(s). Our goal is to support early-career teachers during their most challenging years of teaching, advance their professional practice through high-quality mentoring, and meet their credentialing needs.

Enclosed you will find our 2022-2023 Memorandum of Understanding. The California Teacher Induction standards call for a coherent overall system of support through collaboration, communication, and coordination between candidates, mentors, school and district administrators, and all members of the Induction system. Our intent with this MOU is to foster collaboration, communication, and coordination with partnering districts to establish a system of mentoring, support, and professional learning in service of early career teachers and their students. Please note that the MOU includes a request for the designation of a District Coordinator to act as a liaison between your district and our program, promote communication, and strengthen our partnership.

Please return the signed MOU (p.7), along with the District Coordinator's signature on <u>Attachment 1</u>, to the following address or scan and email it to <u>induction@tehamaschools.org</u>:

Tehama County Department of Education Attn: Teacher Induction Program 1135 Lincoln Street Red Bluff, CA 96080

If you have any questions regarding the MOU or the enrollment process, please contact me via email at induction@tehamaschools.org or by calling 530-528-7311. We look forward to collaborating with you in support of teacher growth and development.

Thank you,

Maria Elena Diaz

Maria Elena Diaz

Administrator, Tehama Teacher Induction Program





Memorandum of Understanding between Tehama County Superintendent of Schools and

Participating County Offices of Education and School Districts, or Employing Agencies

I. General

This Memorandum of Understanding (MOU) is between the Tehama County Superintendent of Schools, serving as the Local Education Agency ("LEA") for the Tehama County Department of Education Teacher Induction Program ("PROGRAM"), and the county office of education, district, employing agency, or independent charter school ("DISTRICT") signing below. Throughout the MOU, new teachers are referred to as "Candidates" and veteran teachers are referred to as "Mentors." The term of this MOU commences on July 1, 2022, and terminates on June 30, 2023.

II. Purpose

The purpose of the MOU is to establish a formal working relationship between the DISTRICT, LEA, and the PROGRAM; set forth conditions, roles, and responsibilities that will govern this relationship; set forth the terms and conditions upon which the parties shall cooperate and share responsibility for performance of this Agreement. The PROGRAM will provide and coordinate services and support to guide Candidates in meeting California credential requirements through a two year, individualized, job-embedded system of mentoring, support, and professional learning that begins in the teacher's first year for the state-accredited General Education Clear Credential Program, Education Specialist Clear Credential Program, and the Designated Subjects Career Technical Education Preliminary and Clear Credential Programs.

III. Eligibility

Eligible Candidates are those hired within the PROGRAM "Consortium" defined as the following counties: Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties. The following credential programs are available to Candidates: **Preliminary Credential Program** - for Candidates who meet the industry experience and prerequisite CCTC requirements for Designated Subjects Career Technical Education Credential and **Clear Credential Program** - for Candidates holding a Preliminary Multiple Subject, Single Subject, Education Specialist, or Designated Subjects Career Technical Education Credential(s), and out of state and out of country trained teachers. Candidates who hold a second Preliminary Credential and need to obtain a second Clear Credential; or who already hold one Clear Credential and need to obtain a second Clear Credential and are eligible to participate in the PROGRAM on a fee-for-service basis (Table A: 2022-2023 Fee Schedule). Refer to Attachment 5 as a guide in determining a Candidate's eligibility for enrollment in an Induction Program. The PROGRAM Credentials Technician will use the credential status information provided by the California Commission on Teacher Credentialing to verify their eligibility to enroll in a California Teacher Induction Program. Once a Candidate is accepted in the PROGRAM, TCDE offers the PROGRAM to the Candidate, meeting the adopted program standards, until the Candidate:

- a. completes the program;
- b. withdraws from the program;
- c. is dropped from the program based on established criteria; or
- d. is admitted to another program to complete the requirements, with minimal disruption, for the authorization

In the event of program closure, TCDE will offer a teach-out plan (<u>Attachment 6</u>), which includes individual transition plans for each Candidate, as well as a plan for Candidates to access their student records (<u>Attachment 7</u>).

IV. LEA and PROGRAM Responsibilities





(Tehama County Department of Education Teacher Induction Program)

A. Accreditation:

- Establish a program model in alignment with California Teacher Induction Standards to ensure PROGRAM accreditation status through the California Commission on Teacher Credentialing (CCTC) Accreditation System.
- 2. Submit accreditation reports and fees as required by CCTC.

B. Personnel:

- 1. Employ a PROGRAM Administrator whose primary duty is to administer the PROGRAM.
- 2. Employ Support Staff whose primary duty is to support the administration of the PROGRAM.
- 3. Employ Coaches whose primary duty is to support Mentors and Candidates in meeting PROGRAM requirements.

C. Internal Resources:

- 1. Provide sufficient and appropriate workspace for the PROGRAM Administrator and PROGRAM Support Staff.
- Provide office support services for the PROGRAM, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for PROGRAM activities.
- 3. Provide business and legal services required for PROGRAM implementation.

D. Services Provided:

- 1. Provide a process for equitable distribution of support, formative assessment, and credential services to Candidates and Mentors in all participating DISTRICTS within the region.
- 2. Develop and provide ongoing training and support for Mentors that includes, but is not limited to coaching and mentoring, goal setting, use of appropriate mentoring instruments, best practices in adult learning, support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage in professional learning networks, etc.
- 3. Provide Mentors and Candidates with guidance and clear expectations for the mentoring experience based on the PROGRAM's design.
- 4. Advise Candidates of an Early Completion Option for "experienced and exceptional" Candidates.
- 5. Arrange for and monitor California State University, Chico, and Simpson University Continuing Education Units for Candidates and Mentors.
- 6. Provide professional development for Site Administrators (topics may include Induction program preconditions and standards, their role in the Induction program, mentor selection, mentoring skills to support the Individualized Learning Plan, the importance of new teacher professional development, and the working conditions that optimize a Candidate's success).
- 7. Maintain a database for tracking each Candidate's progress toward completion of PROGRAM requirements.
- 8. Submit Clear Credential recommendations to the CCTC for Candidates who have successfully completed the requirements of the PROGRAM.





E. Communication:

- 1. Inform Candidates of the completion of requirements for the Clear General Education Credentials (Multiple and/or Single Subject), Preliminary and Clear Designated Subjects Career Technical Education Credentials, and/or Clear Education Specialist Credentials.
- 2. Inform the DISTRICT of the Candidate's and Mentor's progress toward completion of PROGRAM requirements.

F. Stakeholder Engagement:

- Convene PROGRAM Regional Advisory Council meetings a minimum of two times per year and Leadership Team meetings a minimum of two times per year to engage stakeholders in the decision making process and to support the continuous improvement of services provided to Mentors and Candidates.
- 2. Administer Mid-Year and End-of-Year surveys to Site Administrators, Mentors, and Candidates for the purpose of PROGRAM evaluation.

G. Financial:

- 1. Develop, establish, and process payment for contracts with Mentors (see Table A: 2022-2023 Fee Schedule) to participate in the PROGRAM Mentor trainings (coaching and mentoring skills, goal setting, use of appropriate mentoring instruments, and best practices in adult learning), reflect on their mentoring practice, engage with mentoring peers in professional learning networks, and meet weekly for an average of not less than one hour per week with each Candidate (35 hours total).
- Establish and fulfill contracts with outside vendors for professional services as needed and/or required.
- 3. Assume overall fiscal responsibility for the administration of the PROGRAM budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or California Department of Education (CDE).

V. DISTRICT Responsibilities

A. Personnel

1. Appoint a DISTRICT Coordinator (<u>Attachment 1</u>) whose assignment includes dedicated time to fulfill the DISTRICT Coordinator's roles and responsibilities (may include Human Resource personnel, Site Administrator, Instructional Coach, or Curriculum and Instruction Administrator/Coordinator, etc.).

B. Enrollment and Mentor Selection

- 1. Upon hire, identify all Candidates who are eligible for PROGRAM services, as described by state guidelines (Eligibility for Induction Guide <u>Attachment 5</u>).
- Notify each new Candidate of his or her responsibility to enroll in an Induction program in order to clear his or her Preliminary General Education, Education Specialist, and/or Designated Subjects Career Technical Education teaching credential and provide Candidates access to the PROGRAM enrollment web-page.
- 3. Enroll Year 2 Candidates by June 30, 2022, Year 1 Candidates by July 30, 2022 and late hires by August 31, 2022 to allow the PROGRAM support staff sufficient time to confirm their eligibility and provide timely notifications before the start of the academic year. Teachers hired after the August 31, 2022 deadline will be considered on a case by case basis.





- 4. Assign a qualified Mentor, who meets CCTC identified criteria, to each eligible Candidate within 30 days of the Candidate's enrollment in the PROGRAM. Qualifications for Mentors must include, but are not limited to:
 - a) Mentors must hold a Clear Credential which is a match to that of the Credential Candidate (exceptions may be made for Career Technical Education).
 - b) Mentors must have 3 or more years of effective teaching experience.
 - c) Mentors must have knowledge of the context and content of the Candidate's teaching assignment.
 - d) Mentors must demonstrate commitment to professional learning and collaboration.
 - e) Mentors must have the ability, willingness, and flexibility to meet the Candidate's needs for support.
 - f) Mentors must have the availability to attend the professional learning required.
 - g) Mentors must possess basic computer skills (e.g. word processing, Web navigation, email, and file downloads/uploads).
- 5. Assure the PROGRAM that the Mentor assigned to the candidate does not have any supervisory role or responsibilities over the Candidate they are assigned to mentor.
- 6. Notify the PROGRAM of the Mentor selection via the district enrollment form and provide Mentors access to the PROGRAM enrollment web page.

C. Services Provided

- 1. Provide Candidates and Mentors release time for formal and informal observations (a minimum of 2 per year for the Mentor and 2 per year for the Candidate).
- 2. Ensure each Mentor and Candidate has access to a personal or district-issued computer and an internet connection to participate in professional learning via the PROGRAM designated web-conference platform and to complete program requirements.
- 3. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties. For Candidates assigned a "challenging" setting, the DISTRICT will mitigate working conditions by appropriating support services.
- 4. Conduct an initial orientation for Candidates that includes an introduction to the school's staff in order to build a learning community climate within the school.
- 5. Ensure that each Candidate receives an average of not less than one hour per week of individualized support and mentoring (a total of 35 hours or 2100 minutes).
- 6. Provide Candidates the opportunity to participate in professional learning that correlates with and supports their Individualized Learning Plan (ILP) professional growth goals.
- 7. Ensure that district and school site administrative staff support the confidential nature of the Candidate-Mentor relationship. The ILP is designed and implemented solely for the professional growth and development of the Candidate and not for evaluation for employment purposes. PROGRAM assessments and activities shall not be considered in the Candidate's school and/or district evaluation.
- 8. Assist the PROGRAM in ensuring that all Mentors and Candidates attend required training and complete PROGRAM requirements, including providing release time as necessary.

Teacher Induction Program

Tehama Teacher Induction Program



D. Communication

- The District Coordinator will communicate PROGRAM requirements and Expectations of Site Administrators (<u>Attachment 2</u>) to site administrators with candidates enrolled in the PROGRAM.
- 2. Notify PROGRAM staff within 10 business days of any changes in the employment status, leaves of absence, or changes in teaching assignment of the enrolled Candidate(s) and Mentor(s).
- 3. Notify PROGRAM staff of a need for a Mentor reassignment.
- 4. Notify PROGRAM staff of any Candidate who discontinues PROGRAM participation (Table B: 2022-2023 Refund Schedule).

E. Input

- 1. Participate in PROGRAM evaluation by providing feedback via the Site Administrator Mid-Year and End-of-Year surveys.
- 2. Participate in the CCTC Accreditation Cycle (Site Review interviews, etc.) as needed.
- 3. DISTRICT appoints a minimum of one liaison to serve on the PROGRAM'S Regional Advisory Council. The liaison(s) should be a designee authorized by the DISTRICT to fulfill the roles and responsibilities assigned to him or her. The liaison supports the PROGRAM by providing ongoing updates, communication, and information to and from the DISTRICT.

F. Financial

- 1. The DISTRICT will assume financial responsibility of all PROGRAM Fees for each Candidate enrolled in the PROGRAM. Refer to Table A: 2022-2023 Fee Schedule.
 - a) The PROGRAM may provide a refund to the DISTRICT in the event that a Candidate discontinues PROGRAM participation. Refer to Table B: 2022-2023 Refund Schedule.
- 2. Provide Candidates and Mentors release time for formal and informal observations (a minimum of 2 per year per Mentor and 2 per year per Candidate).
- 3. Provide Candidates and Mentors release time, as needed, to participate in the PROGRAM'S professional development.

G. Expectations

- 1. Expectations of Site Administrator: The DISTRICT shall ensure that each district employee who is designated as a Site Administrator understands that the knowledge, attitudes, and actions of the Site Administrator are critical to the success of the Induction Program. The DISTRICT shall provide each Site Administrator with a copy of the responsibilities set forth in Expectations of Site Administrators Attachment 2.
- 2. Expectations of District Coordinator: The DISTRICT shall ensure that each district employee who is designated as a District Coordinator for the Induction Program has certain responsibilities, including but not limited to those set forth in <u>Attachment 1</u>. The DISTRICT shall provide the District Coordinator with a copy of the responsibilities set forth in Expectations of District Coordinators <u>Attachment 1</u>.
- 3. **Expectations of Mentor**: The DISTRICT shall ensure that each Mentor, whom the district/school assigns to provide support services to a Candidate, complies with the terms and conditions set forth in Expectations of Mentors <u>Attachment 3</u>.
- 4. **Expectations of Candidate**: The DISTRICT shall ensure that each Candidate who participates in one or more Induction Programs complies with the terms and conditions set forth in Expectations of Candidates <u>Attachment 4</u>.





VI. Compliance with CTC Requirements

Pursuant to Education Code Section 4427(a) both parties agree to adhere to the General and Program Preconditions established by the CTC, which are linked to this MOU as Attachments 9-11 and incorporated into the MOU.

VI. Non-Discrimination Clause

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations. TCDE and DISTRICT agree to make all personnel decisions without unlawful discrimination, including decisions regarding the admission, retention or graduation of students, and decisions regarding the employment, retention or promotion of employees.

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. 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. Both parties as certified by the signatures below agree to the provisions of this agreement:

Signature - Superintendent/Authorized Agent
Vared Caylor Print Name
Superintendent District Name
$\frac{6/27/22}{\text{Date}}$



Tehama Teacher Induction Program



Table A: 2022-2023 Fee Schedule			
Clear Credential Program	Fee		
 includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, and Clear Education Specialist Credential, or includes enrollment of one Candidate in the Clear Designated Subjects (CTE) credential program includes a Mentor Stipend Fee of \$1,700 	Enrollment fee before 9-2-22: \$4,200 Enrollment fee after 9-5-22: \$4,400		
 Dual Credential Program includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential, and a concurrent enrollment in a Clear Designated Subjects (CTE) credential program includes a Mentor Stipend Fee of \$1,700 	\$4,450 per year		
 Early Completion Option Program includes enrollment of one Candidate in an accelerated program for one of the following credentials: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential the Candidate must be an experienced and exceptional teacher, and must meet the program criteria to gain admission in the Early Completion Option (ECO) Program 	\$4,450 one-time fee		
 Second Clear Credential Program - Education Specialist (Level I) includes enrollment of one Candidate in a self-paced independent study Education Specialist Program to meet PROGRAM requirements the Candidate must have completed teacher induction for a previous credential or received their first clear credential before 2002 	\$500 one-time fee		
Preliminary Credential Program - Designated Subjects (CTE) includes support with the completion and submission of form 41-4 includes appraisal of requirements for the preliminary and clear credentials	\$250 one-time fee		
 Second Clear Credential Program - Designated Subjects (CTE) includes enrollment of one Candidate in a self-paced independent study Designated Subjects (CTE) Program the Candidate must have completed teacher induction for a previous credential or received their first clear credential before 2002 the Candidate must hold a Clear General Education or Clear Education Specialist Credential 	\$500 one-time fee		
Extended Year Credential Program If the Candidate goes beyond the two-year program due to lack of progress or missing requirements, an additional fee of \$1000 per year, per Candidate will be applied. Additional yearly fees may apply if a Mentor is assigned to support the Candidate beyond the two-year program. Additional fees will be based on the length of mentoring recommended to support program completion.	Program Fee: \$1000 per year Mentor Stipend Fee: \$1,700 per year		



Tehama Teacher Induction Program



Table B: 202	2-2023 Refund Schedule
Date PROGRAM receives written notice from DISTRICT that a Candidate and Mentor will not be participating in the Program	Amount of Refund
April 15-July 31	100% of Credential Program Fee
August 1 - August 31	80% of Credential Program Fee
September 1 - September 30	70% of the Credential Program Fee
October 1 – October 31	50% of the Credential Program Fee
November 1 – November 30	25% of the Credential Program Fee
December 1 - June 30	No refund

Expectations of District Coordinators-Attachment 1
Expectations of Site Administrators-Attachment 2
Expectations of Mentors-Attachment 3
Expectations of Candidates-Attachment 4
Eligibility for Induction Guide - Attachment 5
Teach Out Plan-Attachment 6
Request Records Form-Attachment 7
Grievance Process-Attachment 8A & Attachment 8B
General Institutional Preconditions-Attachment 9
Induction Program Preconditions-Attachment 10
Designated Subjects Preconditions-Attachment 11

Services Agreement

This Agreement, for the provision of services is entered in			, 2022	
between the SAN DIEGO COUNTY SUPERINTENDENT OF	SCHOOLS (hereinafter re	ferred to as	"SDCOE")
and Corning Union High School District	(hereinaft	er referred to	as "Contrac	ctor") who
agrees to provide the following services to the SDCOE:				

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2.Term of Agreement.

This Agreement shall be effective from the period commencing **7/01/2022** and ending **6/30/2025**, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

There is no exchange of compensation between the parties under this agreement.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third

party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE:

Sheiveh Jones, Executive Director

6401 Linda Vista Rd San Diego, CA 92111 858-295-8806 snjones@sdcoe.net

With copy to: Chief Business Officer and

SDCOE Legal Services 6401 Linda Vista Rd San Diego, CA 92111

Contractor:

uperintendent 9604 (ity, State, Zip Code)

530 824 800 (Phone number)

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employee any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	CONTRACTOR Corning Union High School District
	Ga Cl
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Jared Caylor
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Superintendent Title
	August 18,2022
Date	Date

EXHIBIT A SPECIAL PROVISIONS

A. The County agrees to:

- Act as Local Educational Agency (LEA) in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing. a. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.
- 2. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
- 3. Review and organize data from course evaluations and mentor experiences. Report findings at Credential advisory meetings.
 - 4. Organize quarterly advisory meetings.
- 5. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system's 7-year cycle of activities.
 - 6. Provide support and linkages to partnering Institution of Higher Educations (IHE). 7. Provide ongoing program improvement collaboration opportunities with IHEs, Districts, employers, and all relevant stakeholders.

B. The Contractor agrees to:

- 1. Provide supervisors (evaluative) who are:
 - a. Certificated and experienced in teaching.
 - b. Trained in supervision and support of beginning teachers.
 - c. Experienced in offering professional development opportunities.
 - d. Experienced in providing ongoing support to support providers and candidates.
 - e. Responsible for collaborating with the county program staff on selecting qualified mentors and completing all necessary paperwork.
- 2. Provide support provider (non-evaluative) mentors for each preliminary credential candidate (A. Scope of Services.

including substitute teachers) upon hire who are:

- a. Program approved and meet minimum qualifications:
 - i. Hold a valid clear California teaching credential.
 - ii. Verify a minimum of three (3) years of classroom teaching experience.
 - iii. Verify recent work experience in an educational setting.
- b. Trained in providing coaching and support to beginning teachers.
- c. Assessed by new teacher candidates for their services.
- d. Competent in providing complete, accurate and timely feedback to new teacher candidates throughout the period of the preliminary credential.
- 3. Provide staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
- 4. Ensure candidates enroll in Early Program Orientation within the first 30-days of employment.
 - 5. Identify one (1) contact person as liaison with the County.

EXHIBIT B COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

- 2. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
- a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
- b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
- c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
- 3. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
- 4. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
- 5. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
- 6. In the event of a conflict the terms of This Exhibit B shall prevail.

District Contact Information

Please complete the applicable contact information for communication from the Designated Subjects Program. This page will be removed before official routing of the contract and is for internal use only, when communicating about credential candidates with the employer.

Credential Analyst	Title	Email	Phone Number
District Contact #2	Title	Email	Phone Number
District Contact #3	Title	Email	Phone Number

Quarterly Report on Williams Uniform Complaints Education Code 35186(d)

District: Corning Unio	on High School Distric	c†	
Person completing th	is form: Jason Armstro	ong Title: Pri	ncipal
Quarterly Report Sub	mission Date: July Month	2022 Year	
Date for information t	to be reported publicly	at governing board m	eeting: <u>08/18/22</u>
Please check the box	x that applies:		
indicated abo			
☐ indicated ab	vere filed with schoove. The following these complaints.	ools in the district g chart summarizes	
General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS	0	0	0
Jared Caylor			
Print Name of District	Superintendent		
4 Colo		8/18/	22
Signature of District Su	perintendent	Date	

MEMORANDUM OF UNDERSTANDING

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

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

A. RBJUHSD agrees to:

- 1. Provide 0.40 full-time equivalent (FTE) of speech and language services during the period of July 1, 2022 through June 30, 2023. The individual(s) providing the service shall remain an employee of the RBJUHSD.
- 2. Quarterly invoice CHSD for \$10,354.40 which equates to.40 of the salary and benefits for the speech and language services staff for a total annual payment of \$41,417.60 Payment shall be due and payable thirty (30) days after receipt of the invoice by CHSD.
- 3. Quarterly invoice CHSD .40 of the material expenses associated with the position as well as the protocols used for assessments with CHSD students. Payment shall be due and payable thirty (30) days after receipt of the invoice by CHSD.
- 4. Additionally, there is a reimbursement of university coursework that will be provided to the employee. This reimbursement must be approved coursework in which RBJUHSD will invoice CHSD 40% of that amount. This will be included with the quarterly invoicing. Payment shall be due and payable thirty (30) days after receipt of the invoice by CHSD.

B. CHSD agrees to:

- 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 RBJUHSD 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 RBJUHSD 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, 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:

	7
Todd Brose, Superintendent Red Bluff Joint Union High School District	Jared Caylor, Superintendent Corning Union High School District
Date	7/19/22

10.11

Interquest Detection Canines® Of North Valley Counties (INTERQUEST)

Corning Union High School District

(the District)

This shall serve as an agreement by and between Interquest Detection Canines® of North Valley Counties and the DISTRICT for substance awareness and detection services for the period of August 2022 through June 2023.

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, firearms and ammunition, 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. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide 10** visits for the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$ 375/ visit. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. 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. The 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. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regulatory commissions as required.

INTERQUEST DETECTION CANINES® OF NORTH VALLEY COUNTIES

Ga Ose

HE DISTRICT:

Terry Bogue

President, General Partner

Please return one (1) copy of this Agreement <u>and your District calendar</u> in the enclosed envelope. Retain the other copy for school files.

10 visits represent: 10 visits to Corning Union High School / Centennial High school (together considered as one location).

Corning Union High School District Chief Business Official Professional Development Plan - 2022-23

The Board of Trustees seeks to provide all necessary support and training for the District's new CBO to be successful in the role. The Board views this position as critical to the ongoing success and stability of the District. This plan has been created in response to objectives listed in Section E of the Superintendent Objectives for 2022-23.

Weekly Support from Tehama County Department of Education:

Throughout last year, the District sought support from auxiliary county office business staff that had been brought out of retirement to support local districts. As the year wore on, it became clear that this staff was stretched too thin throughout the county. As a result, Superintendent Caylor met with county office staff in June to discuss how to move forward with more consistent support. The county has suggested the District CBO work directly with the county administrative business staff for support approximately one day per week. This weekly support has already begun and will continue throughout the year as the District seeks to proactively plan for major budget approvals (closing, 1st interim, and 2nd interim).

Outside Consulting Assistance:

The District is in contact with a consultant that is affiliated with the National Center for Executive Leadership and School Board Development. Over the coming weeks, Distinct staff will meet with this person, explore pricing, and determine whether this support will be beneficial, necessary, and feasible for the District.

California Association of School Business Officials (CASBO):

The CBO will continue to enroll in CASBO courses as they are available and feasible based on time demands from the District. In the spring of 2023, the CBO will research the process for attaining her CASBO CBO Certification and the District will consider how to help facilitate this.

Association of California School Administrators (ACSA)

The CBO will participate in local, regional, and statewide trainings and meetings sponsored by ACSA in order to develop a more well rounded view of public school programs and leadership.

Corning Union High School District Superintendent Professional Development Plan - 2022-23

This plan has been created in response to objectives listed in Section H of the Superintendent Objectives for 2022-23.

Professional Development Completed in 2021-22

ACSA Superintendents Symposium - January 2022

Professional Development to Be Completed in 2022-23

- CSBA Annual Conference (w/ Board) Fall 2022
- ACSA Superintendents Symposium Winter 2023
- ACSA Region 1 Conference Spring 2023
- SSDA Roundtable Monthly throughout school year

Board Governance Handbook Supurites

The Board of Education is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality education is provided to each student.

Board of Trustees

William Mache, President
Todd Henderson, Trustee
Jim Bingham, Trustee
James Scott Patton, Trustee
Larry Glover, Trustee

Superintendent

Jared Caylor

The mission of the Corning Union High School District is to develop students who are responsible, respectful and ready for all post-secondary opportunities they choose to pursue.

Unity of Purpose, Roles and Responsibilities, Norms, Agreements

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, norms and coming to agreement on protocols for formal structures that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.

Roles and Responsibilities

The role of Trustees is to stay focused on the big picture while fulfilling five responsibilities in a series of job areas. These five responsibilities are:

- We set the direction.
- We establish the structure.
- We provide support.
- We ensure accountability.
- · We act as community leaders.

We carry out these responsibilities in each of the following job areas:

- Setting the District's Direction
- Student Learning and Achievement
- Finance
- Facilities
- Human Resources
- Policy
- Judicial Review
- Collective Bargaining
- Community Relations and Advocacy

The Superintendent assists the Board in carrying out its responsibilities in each of the job areas and leads the staff toward the accomplishment of the agreed upon District vision and goals.

Board Governance Protocols

1. Leadership Responsibility and Roles of the Board

1.1. Board:

- Board members carry authority only as a Board, not as individuals. Individuals can request action by bringing up a new idea, explaining their interest in a particular course of action and working to get a Board majority to support moving in that direction. When a majority of the Board, sitting in a formal meeting, requests action, that request should be made in the context of the intended results (what is to be accomplished), not the methods used to achieve those results
- 1.2. In order to be effective representatives of the Board and District, members will:
 - Behave in a manner that reflects positively on the District.
 - Refrain from obligating the Board and/or administration by actual speech or implication, unless authorized to do so by the Board.
 - Represent the Board at various school events.
 - Refer any concerns, questions, or comments to the Superintendent as specified in the protocol on Responding to Concerns.
 - Reinforce with the community the key messages agreed upon by the Board.

- Sessions may be scheduled and shall be scheduled at the discretion of the Board.
- 2.3. The design of the Board agenda will follow the historical structure utilized by the Board. The design of the agenda may only be altered with the approval of the Board.
- 2.4. Board members will review the information provided to them and be open to ongoing professional development and training.
- 2.5. The Superintendent, with the support of staff, will create each Board Agenda. In advance of the preparation of the Board Agenda, Board members may request items to be placed on the agenda. The Board President and the Superintendent will discuss the contents of the agenda and the process that will be followed at the meeting, in advance of the Board Meeting.
- 2.6. The Superintendent and Board believe that the need for information and/or clarification on agenda items is best accomplished by the submission of questions/requests for such ahead of meetings. This will allow for in-depth consideration of items without unduly lengthening the meeting time.
- 2.7. Board members will make every effort to submit, prior to the meeting, questions they intend to ask so that the Superintendent and district staff has the opportunity to prepare to answer Board members' questions at Board meetings.
 - 2.7.1. When an individual Board member requests information, that information will be provided to all Board members. If unforeseen questions arrive during the meeting, Trustees will acknowledge their question or comment as spontaneous and that they understand that staff may not have the information on hand to answer the question.
 - 2.7.2. Any request of the staff, which will take more than 30 minutes to fulfill, must be made by the majority of the Board so as not to detract staff from focused efforts that are meant to move the district toward achieving the year's goals.
- 2.8. Individual Board members are expected to self-monitor compliance to Public Meeting laws, including limiting Closed Session to the legally appropriate agenda item(s).
- 2.9. Public Participation

limited to not more than 10 minutes, unless prior approval of the President is received.

- 2.10.2. Input from the Community
- 2.10.3. Board Discussion and Deliberation
- 2.11. Board members individually and collectively demonstrate confidentiality as appropriate and as outlined through the mandates of the California Education Code, the Brown Act, and other compliance criteria established by law or legislation. Respecting the confidentiality of information maintains the Board's judicial review role.
- 2.12. The use of email and social communication is subject to the Public Meeting Law. The Superintendent shall forward questions and answers to all Board members. Board members, when responding, may not "reply to all."
- 2.13. The use of social media by Board members will be limited to personal topics not related to the school District, except in the case where the Board member is reposting informational items published by the District and about the District, including District approved organizations such as Parent Teacher Associations/Boosters, etc.
- 2.14. The Board wishes to maintain a culture of professionalism, stay focused, and respect the need of trustees to be available to their families:
 - 2.14.1. Electronic devices will be set for 'silent' or vibrate.
 - 2.14.2. Trustees will be discreet in checking electronic devices.
- 2.15. The Board believes that when no legal reason exists of a conflict of interest, its members have a duty to vote on issues before them. If a Board member abstains, they will explain the rationale for doing so.
 - 2.15.1. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action
 - 2.15.2. Abstentions are most appropriate in cases where there is a personal relationship between a litigant and a member

procedures as its guide to managing the agenda of each Board meeting.

- 2.19.1. Upon the request of an individual Board member, a roll call vote will be provided.
- 2.19.2. The protocol for recording the votes of the individual Board members shall follow the rotation established by the Board.
- 2.20. Whenever Board members are appointed or elected to serve on the Board, the Superintendent shall administer the Oath Office at a meeting of the Board.
- 2.21. During the portion of the meeting reserved for Board Member Comments, Board Members shall only provide information (i.e. activities or professional development they have attended as a Board Member). They shall not make statements having an effect on pupils, employees, fellow Board Members or services provided by the District. It is important that this time in the agenda not be used to engage in discussion on items not on the agenda or for partisan political statements. Board Member comments will be limited to 3 minutes per member.

2.22. Chart of Policy Revision Process – <u>Step 1:</u>

District Receives Policy Update Packet from CSBA

Step 2:

 Administrative Assistant Prints Policies for Superintendent Review and Comments

Step 3:

 Superintendent Reviews Updated Recommended Policy Changes
 Superintendent provides to the Board at Board Meeting 1, in typed form, appropriate comments and edits. The backup information will include both the original policy and the proposed updated policy.

Step 4 - Board Meeting 1:

- **3.1.2.** When a Board member is approached by a community or staff member with an issue or concern, he/she will:
 - **3.1.2.1.** Receive: Listen without interruption and without preparing a response to the person's issues or concerns, except...
 - 3.1.2.2. Recuse: When the issue is one that may come before the Board in our role as a judicial/appeals body (such as personnel and expulsion hearings). In which case, Board members will explain to the constituent that they are unable to hear any information on that topic. Listening further would require a Board member to recuse him/herself when the item comes before the Board, much the same way that a juror would be dismissed from a court proceeding if he/she hear evidence about a case in advance and outside the courtroom. Remind the constituent of the importance of your presence at the hearing.
 - 3.1.2.3. Repeat: If it is appropriate for us to listen to the concern, we will paraphrase or ask a clarifying question to ensure understanding of what has been said.
 - 3.1.2.4. Request: Ask what the person sees as the solution to the problem or concern. Ask what they would have us do with the information they have given us.
 - 3.1.2.5. Review: The conversation (and next steps, if any)
 - 3.1.2.6. Redirect: Put the person back into the system at the appropriate place.
 - 3.1.2.7. Report: Notify the Superintendent of the conversation so that he has the full picture and can follow through as appropriate and/or necessary.
- 3.2. When interacting with the public and their constituents, Board members will hold to the highest level of professional and ethical conduct, including emphasizing the positive aspects of the District.
- 3.3. When individually visiting schools or departments in your capacity as a Board member, as a professional courtesy, Board members are encouraged to notify the Superintendent that they will be visiting a school or department, and may provide input to the Superintendent on issues or concerns that may arise from such a visit.

- 4.1.5. Expect, as the representative of the Board, that the Superintendent will ensure that the Board, collectively and individually, is informed on the issues and strategies implemented within the collective bargaining process.
- 4.1.6. The Superintendent is the Collective Bargaining Spokesperson for the Board.

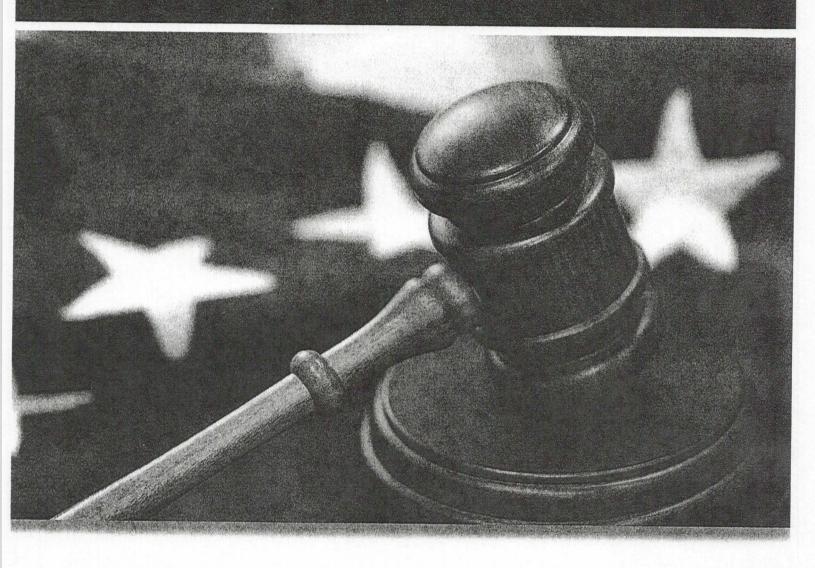
5. The Board's Relationship with the Superintendent

- 5.1. The Board will commit to work through and with the Superintendent on issues regarding the running of the District. The Superintendent will inform the Board as soon as possible of:
 - serious safety concerns
 - serious disciplinary action
 - serious / unexpected personnel changes or disciplinary issue
 - serious illness or death of a student, a staff member
 - legal or liability concerns
 - notable achievements
 - Anytime law enforcement or fire (for a fire) is on a site during business hours for an emergency
 - When a student is missing from a school site or event.
 - In all matters, the Board and Superintendent are expected to protect confidential information.
- 5.2. It is the Superintendent's responsibility to organize the staff in the manner that best serves the needs of the District. As a professional courtesy, the Superintendent shall provide appropriate notice to the Board in advance of action being taken.
- 5.3. As the norm, the Superintendent speaks on behalf of the Board. The Board President is authorized to speak on behalf of the Board, when necessary.

- 6.2. Within 90 days of the election/appointment of a new Board member or appointment of a new superintendent, a Study Session of the whole Board will be held for the purpose of reviewing/updating the governance protocols of the Board.
 - 6.2.1. Upon the request of two or more Board members, a special study session will be called for the purpose of reviewing/updating of the governance protocols of the Board.

7. What do we do when someone violates one of the protocols?

- 7.1 Principles/Assumptions
 - We should expect that we will make mistakes.
 - Self-monitoring our own behavior can be very difficult.
 - Behavior in conflict with agreements erodes trust.
 - Behavior that is not challenged is condoned.
 - Confronting another team member can:
 - · Be difficult. If done poorly, it can be damaging.
 - If done correctly, it demonstrates that the Board is a highly functional team!



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

* Ferenced in Board Governance

Handbook



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — Robert's Rules of Order — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then Robert's Rules of Order is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of Rosenberg's Rules of Order.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

- Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
- Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
- Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
- 4. Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

- 1. The chair can ask the maker of the motion to repeat it;
- 2. The chair can repeat the motion; or
- The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move ..."

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

- 1. Inviting the members of the body to make a motion, for example, "A motion at this time would be in order."
- 2. Suggesting a motion to the members of the body, "A motion would be in order that we give a 10-day notice in the future for all our meetings."
- 3. Making the motion. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

Services Agreement

This Agreement, for the provision of services is entered in			, 2022	
between the SAN DIEGO COUNTY SUPERINTENDENT OF	SCHOOLS (hereinafter re	ferred to as	"SDCOE")
and Corning Union High School District	(hereinaft	er referred to	as "Contrac	ctor") who
agrees to provide the following services to the SDCOE:				

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2.Term of Agreement.

This Agreement shall be effective from the period commencing **7/01/2022** and ending **6/30/2025**, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

There is no exchange of compensation between the parties under this agreement.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third

party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE:

Sheiveh Jones, Executive Director

6401 Linda Vista Rd San Diego, CA 92111 858-295-8806 snjones@sdcoe.net

With copy to: Chief Business Officer and

SDCOE Legal Services 6401 Linda Vista Rd San Diego, CA 92111

Contractor:

uperintendent 9604 (ity, State, Zip Code)

530 824 800 (Phone number)

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employee any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	CONTRACTOR Corning Union High School District
	Ga Cl
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Jared Caylor
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Superintendent Title
	August 18,2022
Date	Date

EXHIBIT A SPECIAL PROVISIONS

A. The County agrees to:

- Act as Local Educational Agency (LEA) in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing. a. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.
- 2. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
- 3. Review and organize data from course evaluations and mentor experiences. Report findings at Credential advisory meetings.
 - 4. Organize quarterly advisory meetings.
- 5. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system's 7-year cycle of activities.
 - 6. Provide support and linkages to partnering Institution of Higher Educations (IHE). 7. Provide ongoing program improvement collaboration opportunities with IHEs, Districts, employers, and all relevant stakeholders.

B. The Contractor agrees to:

- 1. Provide supervisors (evaluative) who are:
 - a. Certificated and experienced in teaching.
 - b. Trained in supervision and support of beginning teachers.
 - c. Experienced in offering professional development opportunities.
 - d. Experienced in providing ongoing support to support providers and candidates.
 - e. Responsible for collaborating with the county program staff on selecting qualified mentors and completing all necessary paperwork.
- 2. Provide support provider (non-evaluative) mentors for each preliminary credential candidate (A. Scope of Services.

including substitute teachers) upon hire who are:

- a. Program approved and meet minimum qualifications:
 - i. Hold a valid clear California teaching credential.
 - ii. Verify a minimum of three (3) years of classroom teaching experience.
 - iii. Verify recent work experience in an educational setting.
- b. Trained in providing coaching and support to beginning teachers.
- c. Assessed by new teacher candidates for their services.
- d. Competent in providing complete, accurate and timely feedback to new teacher candidates throughout the period of the preliminary credential.
- 3. Provide staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
- 4. Ensure candidates enroll in Early Program Orientation within the first 30-days of employment.
 - 5. Identify one (1) contact person as liaison with the County.

EXHIBIT B COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

- 2. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
- a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
- b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
- c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
- 3. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
- 4. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
- 5. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
- 6. In the event of a conflict the terms of This Exhibit B shall prevail.

District Contact Information

Please complete the applicable contact information for communication from the Designated Subjects Program. This page will be removed before official routing of the contract and is for internal use only, when communicating about credential candidates with the employer.

Credential Analyst	Title	Email	Phone Number
District Contact #2	Title	Email	Phone Number
District Contact #3	Title	Email	Phone Number

Quarterly Report on Williams Uniform Complaints Education Code 35186(d)

District: Corning Unio	on High School Distric	c†	
Person completing th	is form: Jason Armstro	ong Title: Pri	ncipal
Quarterly Report Sub	mission Date: July Month	2022 Year	
Date for information t	to be reported publicly	at governing board m	eeting: <u>08/18/22</u>
Please check the box	x that applies:		
indicated abo			
☐ indicated ab	vere filed with schoove. The following these complaints.	ools in the district g chart summarizes	
General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS	0	0	0
Jared Caylor			
Print Name of District	Superintendent		
4 Colo		8/18/	22
Signature of District Su	perintendent	Date	

MEMORANDUM OF UNDERSTANDING

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

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

A. RBJUHSD agrees to:

- 1. Provide 0.40 full-time equivalent (FTE) of speech and language services during the period of July 1, 2022 through June 30, 2023. The individual(s) providing the service shall remain an employee of the RBJUHSD.
- 2. Quarterly invoice CHSD for \$10,354.40 which equates to.40 of the salary and benefits for the speech and language services staff for a total annual payment of \$41,417.60 Payment shall be due and payable thirty (30) days after receipt of the invoice by CHSD.
- 3. Quarterly invoice CHSD .40 of the material expenses associated with the position as well as the protocols used for assessments with CHSD students. Payment shall be due and payable thirty (30) days after receipt of the invoice by CHSD.
- 4. Additionally, there is a reimbursement of university coursework that will be provided to the employee. This reimbursement must be approved coursework in which RBJUHSD will invoice CHSD 40% of that amount. This will be included with the quarterly invoicing. Payment shall be due and payable thirty (30) days after receipt of the invoice by CHSD.

B. CHSD agrees to:

- 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 RBJUHSD 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 RBJUHSD 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, 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:

	7
Todd Brose, Superintendent Red Bluff Joint Union High School District	Jared Caylor, Superintendent Corning Union High School District
Date	7/19/22

10.11

Interquest Detection Canines® Of North Valley Counties (INTERQUEST)

Corning Union High School District

(the District)

This shall serve as an agreement by and between Interquest Detection Canines® of North Valley Counties and the DISTRICT for substance awareness and detection services for the period of August 2022 through June 2023.

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, firearms and ammunition, 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. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide 10** visits for the contract period. The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$ 375/ visit. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. 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. The 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. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regulatory commissions as required.

INTERQUEST DETECTION CANINES® OF NORTH VALLEY COUNTIES

Ga Ose

HE DISTRICT:

Terry Bogue

President, General Partner

Please return one (1) copy of this Agreement <u>and your District calendar</u> in the enclosed envelope. Retain the other copy for school files.

10 visits represent: 10 visits to Corning Union High School / Centennial High school (together considered as one location).

Corning Union High School District Chief Business Official Professional Development Plan - 2022-23

The Board of Trustees seeks to provide all necessary support and training for the District's new CBO to be successful in the role. The Board views this position as critical to the ongoing success and stability of the District. This plan has been created in response to objectives listed in Section E of the Superintendent Objectives for 2022-23.

Weekly Support from Tehama County Department of Education:

Throughout last year, the District sought support from auxiliary county office business staff that had been brought out of retirement to support local districts. As the year wore on, it became clear that this staff was stretched too thin throughout the county. As a result, Superintendent Caylor met with county office staff in June to discuss how to move forward with more consistent support. The county has suggested the District CBO work directly with the county administrative business staff for support approximately one day per week. This weekly support has already begun and will continue throughout the year as the District seeks to proactively plan for major budget approvals (closing, 1st interim, and 2nd interim).

Outside Consulting Assistance:

The District is in contact with a consultant that is affiliated with the National Center for Executive Leadership and School Board Development. Over the coming weeks, Distinct staff will meet with this person, explore pricing, and determine whether this support will be beneficial, necessary, and feasible for the District.

California Association of School Business Officials (CASBO):

The CBO will continue to enroll in CASBO courses as they are available and feasible based on time demands from the District. In the spring of 2023, the CBO will research the process for attaining her CASBO CBO Certification and the District will consider how to help facilitate this.

Association of California School Administrators (ACSA)

The CBO will participate in local, regional, and statewide trainings and meetings sponsored by ACSA in order to develop a more well rounded view of public school programs and leadership.

Corning Union High School District Superintendent Professional Development Plan - 2022-23

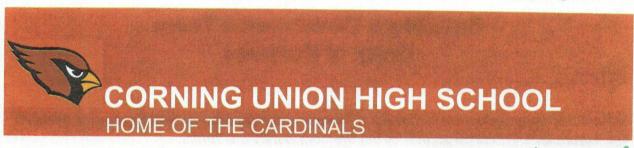
This plan has been created in response to objectives listed in Section H of the Superintendent Objectives for 2022-23.

Professional Development Completed in 2021-22

ACSA Superintendents Symposium - January 2022

Professional Development to Be Completed in 2022-23

- CSBA Annual Conference (w/ Board) Fall 2022
- ACSA Superintendents Symposium Winter 2023
- ACSA Region 1 Conference Spring 2023
- SSDA Roundtable Monthly throughout school year



Board Governance Handbook Supurites

The Board of Education is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality education is provided to each student.

Board of Trustees

William Mache, President
Todd Henderson, Trustee
Jim Bingham, Trustee
James Scott Patton, Trustee
Larry Glover, Trustee

Superintendent

Jared Caylor

The mission of the Corning Union High School District is to develop students who are responsible, respectful and ready for all post-secondary opportunities they choose to pursue.

Unity of Purpose, Roles and Responsibilities, Norms, Agreements

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, norms and coming to agreement on protocols for formal structures that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.

Roles and Responsibilities

The role of Trustees is to stay focused on the big picture while fulfilling five responsibilities in a series of job areas. These five responsibilities are:

- We set the direction.
- We establish the structure.
- We provide support.
- We ensure accountability.
- · We act as community leaders.

We carry out these responsibilities in each of the following job areas:

- Setting the District's Direction
- Student Learning and Achievement
- Finance
- Facilities
- Human Resources
- Policy
- Judicial Review
- Collective Bargaining
- Community Relations and Advocacy

The Superintendent assists the Board in carrying out its responsibilities in each of the job areas and leads the staff toward the accomplishment of the agreed upon District vision and goals.

Board Governance Protocols

1. Leadership Responsibility and Roles of the Board

1.1. Board:

- Board members carry authority only as a Board, not as individuals. Individuals can request action by bringing up a new idea, explaining their interest in a particular course of action and working to get a Board majority to support moving in that direction. When a majority of the Board, sitting in a formal meeting, requests action, that request should be made in the context of the intended results (what is to be accomplished), not the methods used to achieve those results
- 1.2. In order to be effective representatives of the Board and District, members will:
 - Behave in a manner that reflects positively on the District.
 - Refrain from obligating the Board and/or administration by actual speech or implication, unless authorized to do so by the Board.
 - Represent the Board at various school events.
 - Refer any concerns, questions, or comments to the Superintendent as specified in the protocol on Responding to Concerns.
 - Reinforce with the community the key messages agreed upon by the Board.

- Sessions may be scheduled and shall be scheduled at the discretion of the Board.
- 2.3. The design of the Board agenda will follow the historical structure utilized by the Board. The design of the agenda may only be altered with the approval of the Board.
- 2.4. Board members will review the information provided to them and be open to ongoing professional development and training.
- 2.5. The Superintendent, with the support of staff, will create each Board Agenda. In advance of the preparation of the Board Agenda, Board members may request items to be placed on the agenda. The Board President and the Superintendent will discuss the contents of the agenda and the process that will be followed at the meeting, in advance of the Board Meeting.
- 2.6. The Superintendent and Board believe that the need for information and/or clarification on agenda items is best accomplished by the submission of questions/requests for such ahead of meetings. This will allow for in-depth consideration of items without unduly lengthening the meeting time.
- 2.7. Board members will make every effort to submit, prior to the meeting, questions they intend to ask so that the Superintendent and district staff has the opportunity to prepare to answer Board members' questions at Board meetings.
 - 2.7.1. When an individual Board member requests information, that information will be provided to all Board members. If unforeseen questions arrive during the meeting, Trustees will acknowledge their question or comment as spontaneous and that they understand that staff may not have the information on hand to answer the question.
 - 2.7.2. Any request of the staff, which will take more than 30 minutes to fulfill, must be made by the majority of the Board so as not to detract staff from focused efforts that are meant to move the district toward achieving the year's goals.
- 2.8. Individual Board members are expected to self-monitor compliance to Public Meeting laws, including limiting Closed Session to the legally appropriate agenda item(s).
- 2.9. Public Participation

limited to not more than 10 minutes, unless prior approval of the President is received.

- 2.10.2. Input from the Community
- 2.10.3. Board Discussion and Deliberation
- 2.11. Board members individually and collectively demonstrate confidentiality as appropriate and as outlined through the mandates of the California Education Code, the Brown Act, and other compliance criteria established by law or legislation. Respecting the confidentiality of information maintains the Board's judicial review role.
- 2.12. The use of email and social communication is subject to the Public Meeting Law. The Superintendent shall forward questions and answers to all Board members. Board members, when responding, may not "reply to all."
- 2.13. The use of social media by Board members will be limited to personal topics not related to the school District, except in the case where the Board member is reposting informational items published by the District and about the District, including District approved organizations such as Parent Teacher Associations/Boosters, etc.
- 2.14. The Board wishes to maintain a culture of professionalism, stay focused, and respect the need of trustees to be available to their families:
 - 2.14.1. Electronic devices will be set for 'silent' or vibrate.
 - 2.14.2. Trustees will be discreet in checking electronic devices.
- 2.15. The Board believes that when no legal reason exists of a conflict of interest, its members have a duty to vote on issues before them. If a Board member abstains, they will explain the rationale for doing so.
 - 2.15.1. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action
 - 2.15.2. Abstentions are most appropriate in cases where there is a personal relationship between a litigant and a member

procedures as its guide to managing the agenda of each Board meeting.

- 2.19.1. Upon the request of an individual Board member, a roll call vote will be provided.
- 2.19.2. The protocol for recording the votes of the individual Board members shall follow the rotation established by the Board.
- 2.20. Whenever Board members are appointed or elected to serve on the Board, the Superintendent shall administer the Oath Office at a meeting of the Board.
- 2.21. During the portion of the meeting reserved for Board Member Comments, Board Members shall only provide information (i.e. activities or professional development they have attended as a Board Member). They shall not make statements having an effect on pupils, employees, fellow Board Members or services provided by the District. It is important that this time in the agenda not be used to engage in discussion on items not on the agenda or for partisan political statements. Board Member comments will be limited to 3 minutes per member.

2.22. Chart of Policy Revision Process – <u>Step 1:</u>

District Receives Policy Update Packet from CSBA

Step 2:

 Administrative Assistant Prints Policies for Superintendent Review and Comments

Step 3:

 Superintendent Reviews Updated Recommended Policy Changes
 Superintendent provides to the Board at Board Meeting 1, in typed form, appropriate comments and edits. The backup information will include both the original policy and the proposed updated policy.

Step 4 - Board Meeting 1:

- **3.1.2.** When a Board member is approached by a community or staff member with an issue or concern, he/she will:
 - **3.1.2.1.** Receive: Listen without interruption and without preparing a response to the person's issues or concerns, except...
 - 3.1.2.2. Recuse: When the issue is one that may come before the Board in our role as a judicial/appeals body (such as personnel and expulsion hearings). In which case, Board members will explain to the constituent that they are unable to hear any information on that topic. Listening further would require a Board member to recuse him/herself when the item comes before the Board, much the same way that a juror would be dismissed from a court proceeding if he/she hear evidence about a case in advance and outside the courtroom. Remind the constituent of the importance of your presence at the hearing.
 - 3.1.2.3. Repeat: If it is appropriate for us to listen to the concern, we will paraphrase or ask a clarifying question to ensure understanding of what has been said.
 - 3.1.2.4. Request: Ask what the person sees as the solution to the problem or concern. Ask what they would have us do with the information they have given us.
 - 3.1.2.5. Review: The conversation (and next steps, if any)
 - 3.1.2.6. Redirect: Put the person back into the system at the appropriate place.
 - 3.1.2.7. Report: Notify the Superintendent of the conversation so that he has the full picture and can follow through as appropriate and/or necessary.
- 3.2. When interacting with the public and their constituents, Board members will hold to the highest level of professional and ethical conduct, including emphasizing the positive aspects of the District.
- 3.3. When individually visiting schools or departments in your capacity as a Board member, as a professional courtesy, Board members are encouraged to notify the Superintendent that they will be visiting a school or department, and may provide input to the Superintendent on issues or concerns that may arise from such a visit.

- 4.1.5. Expect, as the representative of the Board, that the Superintendent will ensure that the Board, collectively and individually, is informed on the issues and strategies implemented within the collective bargaining process.
- 4.1.6. The Superintendent is the Collective Bargaining Spokesperson for the Board.

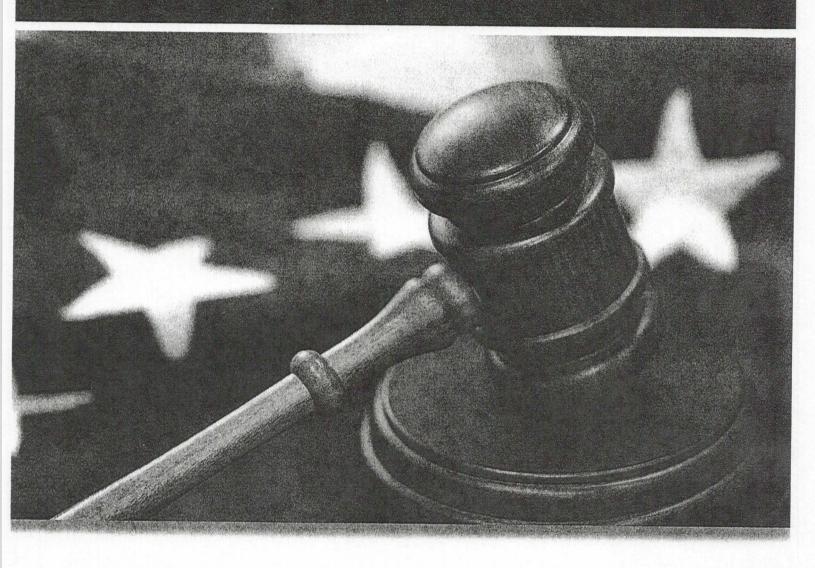
5. The Board's Relationship with the Superintendent

- 5.1. The Board will commit to work through and with the Superintendent on issues regarding the running of the District. The Superintendent will inform the Board as soon as possible of:
 - serious safety concerns
 - serious disciplinary action
 - serious / unexpected personnel changes or disciplinary issue
 - serious illness or death of a student, a staff member
 - legal or liability concerns
 - notable achievements
 - Anytime law enforcement or fire (for a fire) is on a site during business hours for an emergency
 - When a student is missing from a school site or event.
 - In all matters, the Board and Superintendent are expected to protect confidential information.
- 5.2. It is the Superintendent's responsibility to organize the staff in the manner that best serves the needs of the District. As a professional courtesy, the Superintendent shall provide appropriate notice to the Board in advance of action being taken.
- 5.3. As the norm, the Superintendent speaks on behalf of the Board. The Board President is authorized to speak on behalf of the Board, when necessary.

- 6.2. Within 90 days of the election/appointment of a new Board member or appointment of a new superintendent, a Study Session of the whole Board will be held for the purpose of reviewing/updating the governance protocols of the Board.
 - 6.2.1. Upon the request of two or more Board members, a special study session will be called for the purpose of reviewing/updating of the governance protocols of the Board.

7. What do we do when someone violates one of the protocols?

- 7.1 Principles/Assumptions
 - We should expect that we will make mistakes.
 - Self-monitoring our own behavior can be very difficult.
 - Behavior in conflict with agreements erodes trust.
 - Behavior that is not challenged is condoned.
 - Confronting another team member can:
 - · Be difficult. If done poorly, it can be damaging.
 - If done correctly, it demonstrates that the Board is a highly functional team!



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

* Ferenced in Board Governance

Handbook



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — Robert's Rules of Order — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then Robert's Rules of Order is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of Rosenberg's Rules of Order.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

- Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
- Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
- Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
- 4. Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

- 1. The chair can ask the maker of the motion to repeat it;
- 2. The chair can repeat the motion; or
- The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move ..."

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

- 1. Inviting the members of the body to make a motion, for example, "A motion at this time would be in order."
- 2. Suggesting a motion to the members of the body, "A motion would be in order that we give a 10-day notice in the future for all our meetings."
- 3. Making the motion. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

office of education with which the district has a memorandum of understanding to provide the instruction.

- 3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
- 4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
- 5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

- 6. Examinations shall be administered by a proctor.
- 7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

- 9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
- 10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
- 11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
- 12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
- 13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
- 14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
- 15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
- 16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

- 1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
- 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
- 3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
- 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
- The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- 6 A statement detailing the academic and other cunnorts that will be provided to address the needs of students

program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

- 7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
- 8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
- 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
- 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
- 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
- 12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

- 1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
- 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
- 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
- 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
- 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
- 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Management Resources

California Department of Education Publication Description

California Digital Learning Integration and Standards Guidance, April 2021

California Department of Education

Elements of Exemplary Independent Study

Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Website	California Department of Education, Independent Study
Website	California Consortium for Independent Study
Website	Education Audit Appeals Panel
State 5 CCR 11700-11703	Description Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Federal 20 USC 6301	Description Highly qualified teachers

RESOLUTION No. 447

BEFORE THE CORNING UNION HIGH SCHOOL DISTRICT (CUITAUTHORIZING PARTICIPATION IN THE HVIP PUBLIC SCHOOL BUS SET-ASIDE FOR SMALL AND MEDIUM AIR DISTRICTS (PUBLIC SCHOOL BUS SET-ASIDE)
WHEREAS, on 6/18, 2022, the Board of Directors of the
WHEREAS, California Climate Investments are funded by the State proceeds from Cap-and-Trade auctions. These funds provide an opportunity for the State to invest in projects that help achieve our climate goals and provide benefits to disadvantaged communities; and
WHEREAS, the California Air Resources Board (CARB) created the Public School Bus Set-Aside, and has allocated funding from the California Climate Investments; and
WHEREAS, CALSTART has been selected to administer the Public School Bus Set-Aside on behalf of CARB; and
WHEREAS, CALSTART requires the submission of information, on standardized forms (application forms), to determine eligibility and to prioritize projects; and
WHEREAS, if selected to receive funding, in order to participate in the Public School Bus Set-Aside, the grantee is required to enter into an agreement with CALSTART wherein the fulfillment of terms and conditions is required in order to receive the funding.
authorizes the submission of applications for the Public School Bus Set-Aside; and
BE IT FURTHER RESOLVED, that if selected for funding, the
On motion of Todd Henders On Seconded by Larry Glover, the foregoing resolution is hereby PASSED and ADOPTED BY the Corning Union High School Governing Board on this 8/18/22, 2022 by the following votes:
AYES: 5 NOES: ABSTAIN: ABSENT: Ø
CORNING UNION HIGH School District William Mache, Chair
alerk of the Board JAMED CAYLOR SECRETARY OF the Board) Jim Bingham SUPERINTENDENT (SECRETARY OF the Board)

CORNING UNION HIGH SCHOOL DISTRICT FACILITIES MASTER PLAN 2022-23

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EXECUTIVE SUMMARY

The Corning Union High School District is in the midst of finishing up approximately 5 years of facility projects that were funded in part or fully by Measure K, a local bond that was passed in November of 2016, which generated \$8.3 million in funding for various projects. In addition to Measure K funding, the District utilized local developer fees, general fund revenue, state CTE facility grant funding, and one-time federal Covid funding to complete 22 new classrooms, new student and staff restrooms, a new bell/PA system, a new roof on the North Gym, a new all-weather track, and other stadium upgrades.

Most, if not all of the projects completed over the past five years were "overdue", and the Governing Board now desires to plan for future facility improvement and schedule projects to avoid falling behind on facility maintenance again.

Through preliminary discussion with staff, community members, and the Board, it has been determined that there are facility needs in each of the following categories throughout the District:

- Safety
- Classrooms
- Athletics
- Transportation
- Food Service
- Maintenance & Operations
- Energy/Water
- Rodgers Ranch
- Administration
- Miscellaneous

The District has experienced slow but steady growth in student population over the past 5 years, and current enrollment projections indicate enrollment will hold fairly steady over the next 10 years.

THE DISTRICT

Board of Trustees

William Mache – President James Bingham – Clerk Todd Henderson – Member Scott Patton – Member Larry Glover – Member

<u>Administration</u>

Superintendent – Jared Caylor
Chief Business Official – Diana Davisson
Corning Union High School (CUHS) Principal – Jason Armstrong
CUHS Associate Principal – Justine Felton
CUHS Associate Principal – Charlie Troughton
Director of Educational Options – Special Education – Heather Felciano
Director of Educational Options – Alternative Education – Audri Bakke

The Corning Union High School District is a 9-12 public school district in Corning, California. It serves approximately 1,100 students at three schools, Corning Union High School, Centennial High School (Continuation), and Corning Independent Study. The continuation school and independent study school are housed on the same site, but are separate schools.

The District is one of three in the county serving high school students. It is located approximately 100 miles north of Sacramento, 50 miles south of Redding, and 20 miles northwest of Chico. Corning proper has a population of just under 8,000, with the county population sitting at approximately 65,000.

The community takes great pride and interest in the happenings of Corning Union High School District, and has consistently expressed a desire for programs that allow students to pursue college preparatory courses, career technical education courses, and rich music, art, and extracurricular programs.

COMMUNICATION WITH STAKEHOLDERS

The District has had ongoing communication with the District over the past 9-10 years. This process started when the District pursued a local bond measure for facility upgrades. Through this process, the community identified classroom facilities as the top priority for projects. Behind that were safety upgrades and athletic facilities.

As a result of this feedback, the District replaced 18 old portable classrooms with 22 new modular classrooms, added a new student restroom, added a new PA system (communication during emergencies), upgraded surveillance, and replaced the North Gym roof.

While completing these projects over the course of approximately 5 years, the District continued to receive input and feedback from the community about other facility needs. Specifically, there is ongoing concern from parents, staff, and the school Board about the safety of students loading and unloading before and after school. This is due to very limited parking on campus, and all three areas of student traffic (personal vehicles, buses, parent vehicles) loading/parking in close proximity to one another. The other primary need identified by parents and students were upgraded athletic facilities for both softball and soccer. These fields were NOT updated in the last round of facilities upgrades.

In addition to the projects identified above, the staff of CUHS, Career Technical Education (CTE) partners (through CTE advisory meetings), along with parents of students in CTE programs have requested an expansion and modernization of their facilities. The Board is supportive of this improvement due to the opportunity that exists in our region for high paying CTE careers and the increasing number of students that are taking shop classes (CUHS has increased its CTE teaching staff by two FTE over the past five years).

Lastly, the District surveyed staff in the spring of 2022 to identify any other facility needs throughout the District. There were several miscellaneous needs identified that are listed as part of phase V in this plan.

MASTER PROGRAM BUDGET

- General Fund \$3.15 million (\$1.4 million in 22-23 adopted budget, \$1.75 million in "new" money from approved state budget)
- Modernization Grant \$750,000
- New Construction Grant \$3.5 million
- Capital Facilities (Developer Fees) \$100,000
- State Energy Grants TBD

Total Current Budget - \$7.5 million

MASTER PROGRAM SCHEDULE

Phase I – CUHS Quad Completion – Fall 2022 through Summer 2023

<u>Phase II</u> – Parking, Loading, Athletics Relocation: Spring/Summer 2023

Phase III - Shops & Agriculture Classrooms: Fall 2023 through August 2024

Part A: New Classrooms - Fall 2023 through Winter 2024

Part B*: Shop Modernization - Winter 2024 through Summer 2024

Phase IV* – Transportation Facility: Winter 2024 through Spring 2025

<u>Phase V*</u> – Kitchen, Ranch, Energy/Water, District Office, Campus Fencing: Summer 2025

^{*}Funding sources to be determined, timelines for bids depend on future unidentified revenue. These projects to be completed after all others or with special funding streams that cannot be used on projects listed in other phases.

PHASE I

Description:

Part A: Finish all concrete work in quad, including new stage area, sidewalks, etc. Install two 40'x40' shade structures with lighting and sound systems. Install new benches, tables. Install retaining curb along entire west side of H wing. Install landscaping throughout the quad and along entire west side of H wing and south side of I wing.

Part B: Install archway at entrance, time capsules, wall of fame, other historical recognition.

Estimated Cost: \$1.5 million

Part A: \$1 million Part B: \$500,000

Timeline:

Part A: Bidding in Process, Completion Fall of 2022 Part B: Bid in January 2023, Complete Summer 2023

Revenue Source: General Fund

PHASE II

Description:

Part A: Convert stadium playing surface to artificial turf.

Part B: Convert Hockey Field to student parking lot.

Part C: Move JV softball field to east end of current boys soccer field.

Convert west end of boys soccer field, batting cage, and gravel parking area to bus loading and turn around so all bus traffic remains on North St before and after school. Improve staff parking behind South Gym.

Estimated Cost: \$2.5 million

Part A: \$1 million Part B: \$750,000 Part C: \$750,000

Timeline:

Part A: Bid in November 2022, Complete Spring 2023
Part B: Bid in March 2023, Complete Summer 2023
Part C: Bid April 2023, Complete Summer 2023

Revenue Source: General Fund, State Facility Grants

Note: Upon completion of phase 2, the District will ask the City to consider making on street parking unavailable during school hours to reduce pedestrian traffic on Blackburn Ave. before and after school. Also upon completion of phase 2, all soccer and field hockey games will be played in Cardinal Stadium.

PHASE III

Description:

Part A: Build 3-4 new classrooms directly north of the current metal shops. Number of classrooms and usage of square footage are to be determined, but there is a need for increased classroom space, lab space and storage space.

Part B: Modernize the metal and wood shops, create new entryway to Ag/CTE wing.

Estimated Cost: \$10.5 million

Part A: \$3.5 million (\$1000 per square foot for 3500 square feet)

*Part B: \$7,000,000 (\$750 per square foot for approximately 9,300 square

feet)

Timeline:

Part A: Bid in June 2023, Complete Fall 2023

*Part B: Bid in February 2024, Complete Summer 2024

Revenue Source: Part A, State Facility Grants, Developer Fees. Part B, Unknown.

PHASE IV*

Description:

Demolish existing "bus barn". Build new transportation shop across the street from current bus barn. Level lot of old bus barn, pave, stripe, fence, install lighting and surveillance.

Estimated Cost:

\$4 million (based on quotes from approximately 6 years ago (\$2.5 million) and construction cost escalation from that time)

Timeline:

Bid in Fall of 2024, Complete Spring of 2025

Revenue Source: Unknown

PHASE V*

Description:

This phase includes various miscellaneous projects that were identified by staff, students, and community members as future needs. Specifically, there is work to be done in the following areas: Kitchen, Ranch, Energy/Water, District Office, Campus Fencing.

A comprehensive list of ALL facilities projects was created last spring and is included in this plan. All projects that do not fall in Phases I-IV should be considered to fall in Phase V unless special funding becomes available for the project ahead of time. The District continues to pursue funding sources, specifically around energy upgrades, kitchen remodel, Ranch projects, and water conservation.

Timeline:

2025-26 school year

Revenue Source: Unknown

FACILITIES REQUESTS MADE IN SPRING 2022

(NOT ALL INCLUDED IN PLAN SO FAR)

	Estimated Cost	Notes
Instructional		
South Gym Electrical	\$200,000	
South Gym HVAC	\$100,000	
Adult Education Classroom	\$500,000	Long Term Replacement Plan Needed
Centennial Portables	\$2,500,000	Long Term Replacement Plan Needed
Mat Shack HVAC	\$10,000	
Ag Wing Modernization/Replacement	\$8,000,000	
Mat Shack Flooring	\$5,000	
Foods Class Cabinet Removal	\$5,000	
Life/Work Prep Room	\$500,000	Potential to Relocate on Campus
Leadership Room	\$500,000	Potential to Relocate on Campus
SOAR Classroom	\$500,000	Potential to Relocate on Campus
C wing HVAC Noise	\$500,000	
Cardinal Nest Serving Window	\$5,000	
Cardinal Nest Double Doors	\$10,000	
Drainage North of D wing	\$250,000	
Cardinal Nest Flooring/Walls	\$10,000	
Woodshop Storage Building	\$50,000	Potentially Part of Ag Wing Modernization
Woodshop Electrical Drops	\$3,000	Potentially Part of Ag Wing Modernization
Woodshop Air Drops	\$3,000	Potentially Part of Ag Wing Modernization
Woodshop Outdoor Covered Area	\$200,000	Potentially Part of Ag Wing Modernization
Woodshop Restroom/Cabinet/Sinks	\$5,000	Potentially Part of Ag Wing Modernization

		Subtotal	\$13,856,000	
Safety				
Parking	\$1,500,000			
Bus Loading	\$250,000			Part of Parking?
Parent Loading	\$250,000			Part of Parking?
Battery/Generator Back Up	\$150,000			
Centennial/Adult Ed Path of Travel	\$75,000			
District-wide Campus Fencing	\$200,000			
South Gym (west) Repave Parking	\$100,000			
		Subtotal	\$2,425,000	
Athletics				
Stadium Lighting	\$750,000			
Stadium Restrooms	\$400,000			
Stadium Concessions	\$300,000			
Stadium Path of Travel	\$100,000			
Soccer Field Lights	\$750,000			Move Soccer to Main Stadium?
Soccer Field Seating	\$200,000			Move Soccer to Main Stadium?
Soccer Field Concessions	\$300,000			Move Soccer to Main Stadium?
Soccer Field Restrooms	\$400,000			Move Soccer to Main Stadium?
Soccer Field Path of Travel	\$100,000			Move Soccer to Main Stadium?
South Gym Floor/Other Renovations	\$200,000			
Soccer Field Turf	\$1,200,000			If Soccer Moves to Stadium, Turf in Stadium
S. Gym Locker Rm Remodel	\$150,000			
S. Gym Concession Remodel	\$20,000			
Glass Displays in Cafeteria	\$10,000			
Enclosed Batting Cage	\$100,000			
JV Softball Field Upgrade	\$15,000			Potentially Higher (Relocation for Parking)
JV Softball Dugouts	\$30,000			

		Subtotal	\$4,995,000	
Administrative				
District Office	\$500,000			
Marquee Upgrade	\$50,000			
Main Office Layout Remodel	\$250,000			
Staff Restrooms C/G Wing	\$500,000			
Library Remodel	\$250,000			
		Subtotal	\$1,550,000	
Transportation				
New Shop	\$3,000,000			
		Subtotal	\$3,000,000	
Food Service				
Kitchen Remodel	\$400,000			
Trash Compactor Relocation	\$350,000			
		Subtotal	\$750,000	
Maintenance & Operations				
Mower/Cart Storage	\$50,000			
		Subtotal	\$50,000	
Energy/Water Upgrades				
Irrigation Upgrades/Filters	\$50,000			
LED's in Classroom/s w/ Motion Det	\$500,000			
Thermostats w/ O2 Sensors	\$50,000			
Auto Restroom Faucets/Toilets	\$250,000			
		Subtotal	\$850,000	
Miscellaneous				
Bathroom Tile	\$250,000			
Landscaping	\$100,000			
		Subtotal	\$	350,000
Rodgers Ranch				
Covered Outdoor Area	\$750,000			
Lawn Area	\$25,000			
Updated Classroom	\$50,000			

Heated Area in Barn for Goats/Chicks	\$40,000			
Expanded Chicken Run	\$50,000			
BBQ Area/Outdoor Kitchen	\$50,000			
Lamb Pens	\$50,000			
Bridge	\$200,000			
Feed Storage	\$40,000			
Hot Water Heater (Classroom)	\$2,000			
Trail	\$100,000			
		Subtotal	\$1,357,000	
			Total Need	\$29,183,000
			Combined	\$22,802,000
			*Combined Total Removes most items w/ notes above	
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CORNING UNION HIGH SCHOOL TITLE IX PROGRAM ASSESSMENT

2021 - 2022



CORNING UNION HIGH SCHOOL TITLE IX PROGRAM ASSESSMENT TABLE OF CONTENTS

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A. Accommodation of Interests and Abilities

The goal of this area is to have the percentage of male and female athletic participants equal to the general student body. If you are like most School Districts/Schools you will find that the percentage of male and female students participating not equal to their percentage of the student body enrollment. There are several easy steps that School Districts/Schools can do to help correct this problem and meet your Title IX obligations regardless of the source of funding.

- Conduct a yearly Interest Survey of your Student Body
- Present the results of the "Worksheet" to the School Board, Superintendent, Principals, etc.
- Present the results of the "Interest Survey" to the School Board, Superintendent, Principals, etc.
- Using the results of the Worksheet and Survey, add sports and teams to your athletic program.

Are interscholastic level participation opportunities for male and female students provided in numbers substantially proportionate to their respective enrollments? (Complete table below to determine the answer.)

	BOYS	GIRLS	TOTAL
Number Enrolled	507	455	962
Percentage Enrolled	52.7%	47.3%	100%
Number of Athletes	266	207	473
Percentage of Athletes	52.5%	45.5%	100%
Difference	-5.6%	+3.5%	

- 1. If your District If your District has not achieved substantial proportionality, can you show a history and continuing practice of program expansion which is demonstrably responsive to the developing interests of the underrepresented sex? (has the District added sports or levels of sports (varsity, j.v., soph)?
 - Yes The Corning Union High School District has a recent history of program expansion. The district added Girls Wrestling in 2020 and changed Boys Golf to Co-ed Golf.
- 2. If not, can the District show that the interests and abilities of the members of the under-represented sex have been and effectively accommodated by the present program? Does the District have an assessment tool, such as a survey, to determine whether the current athletic program is meeting students' athletic interests? (attach Sample Student Survey)
 - The Corning Union High School District has created a Student Interests and Abilities survey (see attachment A). The district is continuing to pursue different methods of administering the survey in order to capture as many students as possible. The district is currently considering the use of Google Forms to administer the survey in social science classes which will capture the entire student body. The district will analyze and assess the results of the survey to determine if programs need to be added to meet student interests and abilities.

- 3. Do boys' and girls' teams compete at equivalent levels of competition? (similar section/state classification levels)
 - Yes Both boys' and girls' teams compete at equivalent levels of competition based on section and state
 classifications. However, with the California Interscholastic Association moving to "competitive equity"
 seeding in state playoffs, state levels of competition are subject to change.
- 4. Do you have a written policy or procedure for determining whether, how and which sports will be added to the girls' and boys' interscholastic athletic programs?
 - No The Corning Union High School District is in the process of determining how to analyze and assess
 the upcoming results of the Student Interests and Abilities survey. The initial plan is to assess the
 survey results and potentially add programs and/or levels of competition if student interest and ability
 level reach a point where the district would be able to create a full team that is capable of competing
 with similar size schools.
- 5. Does the District have a "cut" policy that is equivalent for athletes who try-out for boys' and girls' teams?
 - Yes All sports teams are required to submit a finalized team roster to the athletic director prior to the start of their season of sport. Each sports program determines the number of athletes that they choose to keep and/or cut based on the ability of the athletes and the overall number of athletes that the coaching staff can effectively manage and provide instruction for. Overall, very few of the athletic programs routinely feel the need to "cut" players who choose to participate and meet all of the team expectations and academic guidelines.
- 6. Does athletic participation in intramural sports indicate interest that would warrant elevating those sports to interscholastic status?
 - N/A The Corning Union High School District does not have an intramural sports program.
- 7. Does athletic participation in club sports indicate interest that would warrant elevating those sports to interscholastic status?
 - No Athletic participation in club sports by students in the Corning Union High School District has historically been limited to sports that are already offered (i.e. volleyball, basketball, soccer, and baseball).
- 8. Does the District offer all the sports which are available in neighboring districts/regions?
 - No The Corning Union High School District does not offer some sports that are offered in neighboring districts. However, the majority of the neighboring districts that offer additional sports not offered at CUHS have significantly more students and a better ability to field complete teams without significantly drawing athletes away from other sports programs. For example, some of the neighboring districts with student enrollments largely greater than CUHS offer boys' volleyball in the spring season. Some of these same districts offer girls' golf in the fall season, however, many of these schools do not offer girls' field hockey, which is offered at CUHS.

B. Equipment and Supplies

The goal is to ensure that regardless of gender or team, the students should be supplied with equal caliber equipment. The cost of equipment will vary by sport, but the quality of the equipment and supplies must be equivalent. Booster clubs purchasing equipment and supplies is considered to be part of the "school" and must be taken into account when answering questions in this area.

- Record and track all equipment purchases, make sure quality is equal regardless of team or gender
- Monitor, oversee and direct your "booster club" or support services groups to ensure that both genders are being treated equally
- 1. Does the District have a written nondiscriminatory policy or procedure for providing maintaining, and replacing equipment and supplies?
 - Yes The Corning Union High School District has a nondiscriminatory policy for maintaining, and replacing equipment and supplies as outlined in the Coaches Checklist which is distributed and discussed with coaching staffs prior to the start of their season (see attachment B I.E "Budgets/ASB Requisitions").
- 2. Does the District have a maintenance and replacement schedule for equipment, supplies and uniforms which is equitable for all teams?
 - Yes/No The Corning Union High School District does not have a specific schedule which determines the replacement of equipment and uniforms. Each individual program is equally responsible for the care and condition of their equipment and uniforms. They each have the authority to decide what equipment and/or uniforms need to be replaced along with the freedom to create their own timeline for replacement. In the sport of Football, CIF and NOCSAE guidelines require the yearly reconditioning of helmets and the discontinued use of helmets that are ten years old.
- 3. Do boys' and girls' teams receive new uniforms and equipment on an equitable rotation?
 - Yes Each individual athletic program at Corning Union High School is allowed to determine when it is appropriate to purchase new equipment and uniforms. They consider the condition of their equipment and uniforms along with their budgets to determine their rotation. Most programs purchase new uniforms every three to four years. However, in order to spread out the cost, programs will often set up a rotation over a three to four year period where they replace certain items on a yearly basis. For example, they may choose to replace home uniforms one year, away uniforms the next year, and general equipment the following year. A small number of programs choose to rotate new uniforms every year due to the athletes' desire to purchase and keep their uniform at the conclusion of the season.
- 4. Are boys' and girls' teams provided an equivalent number of uniforms?
 - Yes Both boys' and girls' teams consistently possess, replace, and maintain enough uniforms to provide for their entire team. Some programs such as football and track & field have many uniforms due to their high level of participation. Programs with a small number of participants such as golf and tennis will have fewer uniforms. In programs with equitable levels of participation such as boys' and girls' basketball, the number of uniforms is very equitable. For example, both boys' and girls' basketball programs typically have fifteen uniforms for each level of competition in their inventory.
- 5. Are any teams required to share uniforms? If so, is uniform sharing equitable for boys' and girls' teams?
 - No Athletic teams at Corning Union High School District are not required to share uniforms.

- 6. Are boys' and girls' teams provided with an equivalent amount of other equipment and supplies?
 - Yes Both boys' and girls' teams are provided with equivalent equipment and supplies. However each
 program is given the ability to determine and prioritize what equipment and supplies are most
 necessary to meet the needs of their athletes. Each program also has the equal ability to make requests
 to the district to receive additional equipment and supplies beyond their budget.
- 7. Are boys' and girls' teams provided with an equivalent quality of uniforms?
 - Yes Both boys' and girls' teams are provided with equal opportunity to determine the quality of the uniforms they purchase. Each individual program/team has the task of evaluating their budget when considering the quality of their uniforms. Teams with a relatively low number of participants such as basketball' often purchase name brand uniforms of very high quality. For example, both the boys' and girls' basketball teams have Under Armour uniforms. Other programs with high participation, such as football and track & field, typically purchase generic brand uniforms which are less expensive.
- 8. Are boys' and girls' teams provided with an equivalent quality of other equipment and supplies?
 - Yes Both boys' and girls' teams are provided with equipment and supplies that are of equivalent quality. The Corning Union High School District supports the provision of high quality equipment especially when it is determined to be safety equipment (helmets, catcher's gear, goalie pads, etc.).
- 9. Do the equipment storage areas provide an equivalent amount of storage space for girls, and boys, teams?
 - Yes In many cases the equipment storage areas are shared by girls' and boys' teams. Storage facilities are shared by girls' and boys' basketball, soccer, junior varsity baseball/junior varsity softball, and track & field teams. Teams that have practice facilities in distant areas of campus, such as field hockey, varsity baseball and varsity softball have their own individual storage facilities.
- 10. Are the locations of equipment storage areas equivalently convenient for boys' and girls' teams, e.g., distance from locker rooms, practice and competitive facilities?
 - Yes All storage facilities are relatively close to each team's practice facility. The distance from practice facilities to the locker rooms is equal for both girls' and boys' teams. The greatest distance between the locker rooms and practice facilities occurs in varsity softball, varsity baseball and both girls' and boys' soccer due to the location of their fields on the perimeter of campus.
- 11. Are the hours the equipment storage is open and equipment available, equivalent for girls' and boys' teams?
 - Yes All storage facilities at Corning Union High School have equally accessible hours for both girls' and boys' athletic teams. All teams also have equal access to available equipment under the supervision of their respective coaching staffs.
- 12. Are student managers equivalently available to girls' and boys' teams?
 - Yes Each individual girls' and boys' team has equal access to student team managers. Coaches are allowed to determine whether or not they would like to have a team manager. Upon choosing a student team manager, girls' and boys' coaches are required to follow the same procedures.
- 13. Are equivalent uniform laundry services available to girls' and boys' teams?
 - Yes All boys' and girls' teams have access to laundry services in their respective locker rooms.
- 14. Are boys' and girls' teams provided with equipment and supplies of equivalent suitability (e.g., equipment that is regulation, officially sanctioned, meets rules or specifications)?
 - Yes All provided safety equipment provided to athletes by the Corning Union High School District
 meets standards established by the National Operation Committee on Standards for Athletic
 Equipment (NOCSAE). Football helmets are inspected and recertified every year in accordance with
 NOCSAE requirements.

C. Scheduling

The goal is to ensure that regardless of gender or team, the students should be participating in equivalent number of contests and the "preferred" time for practices and contests.

- Make corrections to any schedules to make sure that both genders have "equivalent opportunities" and equal access to "preferred" times.
- Review with your league and make any corrections necessary
- 1. Does the District have a written nondiscriminatory policy or procedure for establishing competitive and practice schedules and permitting pre-season or post-season competition?
 - Yes The Corning Union High School District has created practice schedules for shared facilities such as the two gymnasiums. Practice schedules are created by the boys' and girls' basketball coaches and approved by the administration during the winter season (see attachment C). Practice schedules for the gymnasiums are created by athletic director during the spring season, with equal time being divided between the baseball, softball, track, and tennis programs (see attachment D).
- 2. Are teams scheduled to compete in an equivalent percentage of their maximum allowable number of competitions?
 - Yes The athletic director works with each program individually to create the various sports' schedules. Most indoor teams such as volleyball, basketball, and wrestling schedule the maximum allowable contests under CIF guidelines. Other sports such as cross country, soccer, and track & field participate in athletic competition at the same time which automatically results in the same number of competitions. Additionally, both the girls' soccer team and boys' soccer team compete in one or two tournaments. Boys' and girls' tennis, although in different seasons have the same number of contests although at times non-league contests are lost due to inclement weather and/or air quality conditions. Softball will typically have more contests than baseball due to the CIF pitching regulations that apply only to baseball.
- 3. Do boys' and girls' teams share the prime time, or preferred, competitive time slots?
 - Yes The boys' and girls' teams at Corning Union High School share prime time slots for competitions. Boys' and girls' teams play at the same times and on the same dates unless requests are made by the official's associations to move dates due to the availability of officials. On some occasions, girls' and boys' basketball schedules will be altered to accommodate Homecoming activities. The girls' basketball team plays prior to boys' team in order to allow girls' players who are members of the CUHS Drill Team to have time to change into their outfits and perform in their dance routine during halftime of the boys' game.
- 4. Do boys' and girls' teams share the preferred time for scheduled practice?
 - Yes The Corning Union High School District has created practice schedules for indoor facilities where preferred times are equally distributed between girls' and boys' teams (see attachments C and D). Practice schedule times take into consideration the time that off-campus coaches are available. For example, some basketball coaches who work off campus are not able to start their practice immediately after school due to their work schedule and therefore request late practice times. Teams that practice outdoors have facilities that are solely dedicated to them and the coaching staffs are allowed to determine what their preferred practice time will be.

- 5. Review which days of the week practices are scheduled. Are girls' and boys' teams provided equivalent opportunity to practice on the preferred days?
 - Yes The Corning Union High School District has created practice schedules for indoor facilities where practice days are equally distributed between girls' and boys' teams (see attachments C and D). Teams that practice outdoors have facilities that are solely dedicated to them and the coaching staffs are allowed to determine what their preferred practice days will be.
- 6. Review the length of each practice session. Are boys' and girls' teams provided an equivalent amount of practice time?
 - Yes The Corning Union High School District has created practice schedules for indoor facilities where the length of practices is equally distributed between girls' and boys' teams (see attachments C and D). Teams that practice outdoors have facilities that are solely dedicated to them and the coaching staffs are allowed to determine what their practice lengths will be provided they remain within the allowable practice time regulations of CIF.
- 7. Are boys' and girls' teams practicing an equivalent number of days each week?
 - Yes Similar teams at Corning Union High School practice the same number of days each week. For example the boys' and girls' basketball teams practice the same number of days largely due to the fact that they have the same length of season and the same number of allowable contests. The same is true for similar sports such as boys' and girls' tennis, boys' and girls' soccer, and baseball and softball. However, sports such as football that only have one competition per week have more practice days than teams that have multiple competitions within the span of a week.
- 8. If available, are girls' and boys' teams given equivalent opportunity to participate in pre-season competition?
 - Yes The Corning Union High School District has allowed for pre-season competition during the summer. Both the boys' and girls' basketball programs participate in a number of pre-season scrimmages in the early part of the summer vacation. Corning Union High School does not allow for pre-season competition for any sport once the fall season of sport begins.
- 9. Are boys' and girls' teams given equivalent opportunity to participate in postseason competition?
 - Yes The Corning Union High School District gives equal opportunity for each boys' and girls' athletic
 team to participate in post-season competition within the guidelines established by the California
 Interscholastic Federation and the Northern Section.

D. Travel and Per Diem

The goal is to ensure that regardless of gender or team, that the students should receive equal transportation, time to warm-up and pre/post game meals. At the interscholastic level, most districts provide transportation. However, you cannot have a luxury charter bus for the one team and a standard school bus for another. Most of the housing issues are not applicable to the high school level. Districts/Schools will need to discuss and solve the "pre-game" meal that is provided in some sports and not others.

- Review with "booster clubs" and other support groups the pre/post game meals and make necessary changes to ensure that both genders are treated equally
- 1. Does the District have a written nondiscriminatory policy regarding travel arrangements, amount of traveling time to allow adequate warm-up time, factors in determining how a team will travel, and per diem allowances?
 - No The Corning Union High School District does not have a written policy which determines travel time, method of travel, and per diem allowances. The CUHS administration has a non-written policy of using Google maps to determine travel times and setting departure times to ensure that teams arrive at their location with a minimum of one hour to warm-up. Teams travel on district vans when possible but will use busses when necessary. Football teams are typically given extra time due to the length of time it takes for their players to put on their equipment and uniforms. CUHS provides per diem allowances only for state CIF competitions.
- 2. Are girls' and boys' teams provided with an equivalent type of transportation, such as school bus, private car, or district owned vans?
 - Yes All teams travel on district owned buses or vans. If district vehicles are not available, the district contracts with a local bus line.
- 3. Are male and female athletes allowed an equivalent amount of excused time from school for attending their athletic events?
 - Yes All athletes are excused from school 15 minutes prior to departure time.
- 4. When traveling to away competitions, are teams provided an equivalent amount of warm-up time before competition, based on the needs of each sport?
 - Yes The Corning Union High School District schedules teams to arrive 1 hour prior to game time.
- 5. Are all athletes provided with an equivalent amount of meal money, for example, when traveling to state competitions?
 - Yes Meals are reimbursed from State CIF at a flat rate when traveling to state competitions.
- 6. Are pre-game and post-game meals provided equivalently for girls' and boys' teams?
 - Yes Pre-game meals are not provided by the Corning Union High School District and students pay for their own meal post game if they travel more than 1.5 hours. No meal stops, pre or post, are scheduled for games less than one hour away. All teams have the opportunity to request to-go lunches from the cafeteria staff for games that require travel. Coaches make requests via email with the number of lunches they would like. They also inform the cafeteria staff if there are any dietary issues such as nut allergies. The varsity football team will commonly conduct a pre-game dinner through parent volunteers for home games. Every team in the district has the option of conducting similar pre-game dinners if they choose.
- 7. If the District provides housing and meals when traveling, are boys' and girls' teams provided an equivalent quality of hotel and restaurant?
 - Yes All teams in the Corning Union High School District are provided meals and hotels of equal quality when overnight travel is necessary.

- 8. If the District provides housing when teams travel, are the number of athletes assigned to each room equivalent for boys and girls?
 - Yes When provided housing all teams have 4 athletes to a room.



E. Coaches

Title IX can help many Districts/Schools in leveling the playing field in pay for coaches and in staffing ratio. Use the worksheet to gather data, then use that information to help validate the need to increase pay for coaches.

- Present data to Principal, Superintendent, School Board etc...
- Work with your District and "bargaining unit" to make changes in pay and staffing
- 1. Does the District have a written nondiscriminatory policy or procedure for determining the number of coaches (full-time, part-time, head, assistant and volunteer) assigned to teams and coaches' qualifications?
 - Yes The Corning Union High School District has a written nondiscriminatory policy for determining the number of coaches assigned to teams in the Corning Independent Teachers Association (CITA) contract. The contract is the result of collective bargaining between the district and the elected bargaining team representing teachers. The contract includes nondiscriminatory policies and procedures for the compensation of head and assistant coaches. There is no limit to the number of volunteer coaches that teams are allowed to include in their staff. All coaches must meet the minimum requirements established by the California Interscholastic Federation (CIF) such as completion of "Fundamentals of Coaching" course provided by the National Federation of High Schools (NFHS). Coaches must also have a current certificate verifying that they are CPR and First Aid trained. They must also have certificates for the "Concussion in Sports", "Sudden Cardiac Arrest", and "Heat Illness Prevention" courses also provided by NFHS. These certificates must be renewed every two years.
- 2. Does the District apply the same criteria when hiring coaches of girls' and boys' teams? Such as: experience, training, background, other non-coaching duties at the District.
 - Yes The Corning Union High School District has nondiscriminatory criteria for hiring coaches of boys' and girls' teams. Varsity head coaching positions are publicly advertised first within the certificated staff of the district as required by the California Education Code section 44919, subdivision (b). If no certificated staff member expresses interest in the position or no certificated staff member meets the minimum requirements as determined by the administration, the position is advertised publicly through the social media and on Edjoin. All applicants are equally evaluated based on their experience, recommendations, and coaching philosophy.
- 3. Are a similar percentage of male and female athletes staffed with an equivalent number of coaches? Determine the coach to athlete ratio. Determine the ratio of the total number of coaches to the total number of participants in each program and compare the ratios. (May not include coaches of coed teams or volunteer coaches.)
 - Yes Male and female athletes are staffed with an equivalent number of coaches (see attachment E)
- 4. Do head coaches of coed teams spend an equivalent amount of time with female and male athletes?
 - Yes The Corning Union High School District only has co-ed participation in Golf. The coaches work all athletes equally in individual and small group drills. They also dedicate the same amount of time to coaching both female and male athletes during competitions. Although they are technically different teams, boys' and girls' cross country, wrestling, and track and field teams practice together. Boys' and girls' cross country and track and field teams attend the same competitive events. Boys' and girls' wrestling teams will compete at the same dual events, co-ed tournaments, and sometimes separate to compete in tournaments that are specific for boys and girls.

- 5. Is the number of volunteer coaches equivalent for boys, and girls' teams?
 - Yes/No The Corning Union High School District does not have a limit on the number of volunteer coaches that a team is allowed to have on their staff. Therefore, the number of volunteer coaches will vary from year to year. For example, in the 2017-2018 school year, the girls' soccer program had two unpaid volunteer coaches but the boys' soccer program did not have any. Similarly, in 2021-2022 the softball program had three unpaid volunteer coaches and the baseball program had two. In a typical year, the football program will have two to three unpaid volunteers.
- 6. Are coaches of boys' and girls' teams available to athletes for an equivalent amount of time? For example: are boys' teams coaches teaching at the school and available to athletes during the school day, but girls' teams coaches are para-professionals available only during practice? Do girls' and boys' team coaches have equivalent length of contracts? (for example: number of months or sport season)
 - Yes The coaches in the Corning Union High School District are equally available to athletes. However this may vary from year to year and sport to sport. All coaching contracts are for an entire season, starting from the first practice and ending at the last contest. Many coaches are on-campus teachers and/or para-professionals that are available to athletes throughout the school day but several coaches do not work on campus and are only available after school (see list below for breakdown of on-campus coaches that are available to athletes during the school day):
 - Boys' Cross Country Head Coach on-campus
 - Girls' Cross Country Head Coach on-campus
 - JV Field Hockey Head Coach off-campus
 - Varsity Field Hockey Head Coach on-campus
 - Frosh Football Did not have a Frosh Football team in 2021-2022
 - JV Football Head Coach on-campus
 - Varsity Football Head Coach on-campus
 - Girls Tennis Head Coach off-campus
 - Frosh Volleyball Head Coach off-campus
 - JV Volleyball Head Coach on-campus
 - Varsity Volleyball Head Coach on-campus
 - Frosh Boys Basketball Head Coach and Assistant Coach on-campus
 - JV Boys Basketball Head Coach off-campus
 - Varsity Boys Basketball Head Coach on-campus
 - Frosh Girls Basketball Head Coach and Assistant Coach on-campus
 - JV Girls Basketball Head Coach off-campus
 - Varsity Girls Basketball Head Coach off-campus with Assistant Coach on-campus
 - Boys Soccer Head Coach off-campus
 - Girls Soccer Head Coach on-campus
 - Boys Wrestling Head Coach on-campus
 - Girls Wrestling Head Coach off-campus
 - JV Baseball Head Coach off-campus
 - Varsity Baseball Head Coach and Assistant Coach on-campus
 - JV Softball Head Coach on-campus
 - Varsity Softball Head Coach off-campus with Assistant Coaches on-campus
 - Golf (co-ed) Head Coach on-campus
 - Boys' Tennis Head Coach on-campus
 - Boys' Track & Field Head Coach on-campus
 - Girls' Track & Field Head Coach on campus

- 7. Are coaches of girls' and boys' teams receiving equivalent compensation?
 - Yes The Corning Union High School District has a non-discriminatory salary schedule for all paid coaching positions (see attachment F)
- 8. Do coaches of girls' and boys' teams have equivalent qualifications
 - Yes The Corning Union High School District has the same expectations of all coaches regardless of
 whether they are coaching girls' or boy's athletic teams. The district expects all coaches to be
 knowledgeable in their sport and to consistently display an effective ability to create a positive,
 competitive, and enjoyable learning environment for their athletes.



F. Locker Rooms, Practice and Competitive Facilities

The goal is to have the locker rooms and practice/game facilities on an equivalent basis. This area presents the biggest challenge for high schools in California. Many schools and facilities were constructed prior to Title IX and CIF girl's athletics, thus creating a facility dilemma. Many parts of this section are easy to change and accommodate both genders, outdated facilities present a bigger challenge. Low cost, simple additions may help such as dugouts for softball to match your baseball facility. These types of additions can show a Districts/School commitment to adhering to the intent of Title IX.

- Make a practice schedule that reflects equal "prime time" use for both the boys and girls teams.
- Meet with your District/School facility planners and review possible changes in your present facility that can be made to better "equalize" your facilities. Keep written documentation.
- Meet with your District/School facility planners and develop long term plans to make significant changes that may be needed. Keep written documentation.
- 1. Does the District have a written nondiscriminatory policy or procedure for determining the use and availability of locker rooms, practice, and competitive facilities?
 - Yes The Corning Union High School District has a nondiscriminatory policy/practice for the use of all athletic facilities. The policy is written in the Coaches Checklist and the game/practice schedules for each season. All teams have access to the locker rooms in both the North and South gym when using them for practices and competitions. Schedules are created prior to the winter season that provide equal access to both gyms for the boys' and girls' basketball teams. Teams may switch gyms and times by mutual consent. For outdoor facilities, most teams have a dedicated practice field that also serves as their competition field. However, football teams do not practice in the main stadium with the exception of the day prior to competitions. The varsity field hockey team will commonly use the main stadium to warm up prior to their home contests (while the JV game is taking place) because it is adjacent to their game field.
- 2. Are the competitive facilities for boys' and girls' teams available to male and female athletes on an equivalent basis?
 - No The main stadium field is typically only used for football games and track & field meets. All other outdoor sports have their own dedicated field that serves as both their practice and competition field. Indoor sports all have equal access to competitive facilities.
- 3. Are the competitive facilities for boys' and girls' teams of an equivalent quality?
 - Yes The competitive facilities for boys' and girls' teams are of equivalent quality. In many sports, such as tennis, cross country, basketball, and track & field, both the boys and girls use the same facility. The remaining teams have competition facilities that are fairly close in terms of their quality. Recent improvements have been made to the varsity baseball field and varsity baseball dugouts to make them the equivalent quality of the varsity softball field. The JV baseball field has gone through recent improvements and the JV softball field is scheduled for similar improvements next year (see action plans).
- 4. Are the practice facilities for boys, and girls' teams available to female and male athletes on an equivalent basis?
 - Yes The practice facilities are shared equally by boys' and girls' teams. Teams that use the gyms share time based on a schedule that is created prior to the start of practices. With the exception of gym use, each team has their own dedicated practice facility.

- 5. Are the practice facilities for boys, and girls' teams of an equivalent quality?
 - Yes The practice facilities for boys' and girls' teams are of equivalent quality. In many sports, such as tennis, cross country, basketball, and track & field, both the boys and girls use the same facility. The remaining teams have practice facilities that are fairly close in terms of their quality. Recent improvements have been made to the varsity baseball field and varsity baseball dugouts to make them the equivalent quality of the varsity softball field. The JV baseball field has gone through recent improvements and the JV softball field is scheduled for similar improvements next year (see action plans).
- 6. Do boys' and girls' teams share the prime facility?
 - Yes/No The Corning Union High School District has two "prime" facilities. The North gym is shared equally by boys' and girls' teams. The main stadium is shared by both boys' and girls' track & field teams but is used solely by the football team during the fall season.
- 7. If any teams get "bumped" out of their scheduled facility, does it happen to both girls' and boys' teams?
 - Yes The Corning Union High School District does not "bump" teams from their scheduled facility. Three or four times per year the wrestling team will host a match in the South Gym but these dates are known prior to the creation of the gym schedules. The basketball programs schedule around these dates and neither the boy's nor girls' are "bumped" from practice time.
- 8. If any teams have to share their practice facility with other activities, such as intramural sports or PE classes, does it happen to both boys, and girls' teams?
 - Yes Athletic teams at Corning Union High School have priority over all PE class and other activities. The Corning Union High School District does not schedule other activities in any facility if it conflicts with team practices of competitions.
- 9. Are girls, and boys' teams equivalently responsible for the maintenance and preparation of their practice and competitive facilities? Such as, sweeping or cleaning the facilities before practice, or raking/weeding the softball or baseball fields.
 - Yes Athletic teams at Corning Union High School are responsible for the basic maintenance of their facilities. The basic responsibilities consist of sweeping gym floors after use, properly storing equipment and raking specific dirt areas such as the mound and home plate on the baseball and softball fields.
- 10. Are boys' and girls' teams provided an equivalent quality, size and number of locker rooms?
 - Yes The locker rooms that both boys' and girls' teams use are of similar size and quality. Both boys' and girls' teams use the locker rooms in the North and South gyms. Lockers for football players are larger due the amount and size of the equipment they need to store.
- 11. Is the assignment of individual lockers equivalent for female and male athletes?
 - Yes Athletes in the Corning Union High School District are assigned athletic lockers upon their request. Some teams take advantage of the available lockers although many athletes choose not to use them.
- 12. Are boys' and girls' lockers of comparable size?
 - Yes/No While the majority of the athletic lockers issued to athletes at Corning Union High School are equal in quality and size, the lockers issued to football players are larger due the amount of equipment that must be stored.

- 13. Are boys' and girls' locker rooms within equivalent proximity to practice and competitive facilities, training rooms, and weight rooms?
 - Yes The locker rooms at Corning Union High School for both boys and girls are placed with equivalent proximity to other facilities. Both boys' locker rooms and both girls' locker rooms are part of the two gymnasiums and both have indoor access to the courts as well as outdoor access. Some competitive facilities are located a greater distance away from the locker rooms than others such as varsity baseball, varsity baseball, and girls' and boys' soccer.
- 14. Are boys' and girls' teams provided equivalent exclusivity of locker rooms, i.e., are teams provided their own locker room during their teams' season?
 - Yes Some athletic teams have exclusive access to locker room facilities during team sessions during games. However, on a daily basis locker rooms are shared by athletes from different teams from different programs. The boys' and girls' basketball programs share a team room in the North gym that is exclusive available to them during their practices and games in that facility. Likewise, they have exclusive access to the weight room during halftime and pregame when they play games in the South gym. The football team uses their equipment storage room for their halftime meetings.

G. Medical and Training Facilities and Services

Be sure and follow the premise, Medical Emergencies First, then First Come, First Served. The athletic trainer needs to be available to both genders on an equal basis and equal qualifications.

- Make corrections in schedules of the athletic trainers and medical staff to ensure equal access to both genders
- Make corrections in weight room times to ensure that both genders have access to "prime time" usage.
- If you have a boys and girls weight room, be sure they are equipped with equal caliber equipment
- 1. Does the District have a written policy or procedure for providing medical and training facilities and services to male and female athletes?
 - Yes The Corning Union High School District follows the same written nondiscriminatory policies in regards to medical and training facilities. The district has a single employee with athletic training experience who is available to male and female athletes. He will be retiring this year but has volunteered to help with training services for all teams. He will also be conducting taping clinics for all coaches prior to each season. The written policy requires the coach to contact the trainer and provide him with information on the nature of the injury. After a basic evaluation, the trainer may make suggestions about treatments or may refer the athlete to seek medical attention from a doctor or hospital. On some occasions, he may also set up an appointment for the athlete to meet with a licensed therapist who volunteers to assist athletes, male and female with injury evaluation and recovery.
- 2. Are medical personnel equivalently available to male and female athletes? For example, do physicians attend boys' and girls' team competitions and practices?
 - Yes The Corning Union High School District does not require medical personnel to be available at either male or female athletic practices and/or competitions. Due to California Interscholastic Federation guidelines, the district is required to have emergency personnel present at football games. The Corning City Volunteer Fire Department provides this service free of charge.
- 3. Does the District provide equivalent access to the weight room for male and female athletes?
 - Yes The weight room at Corning Union High School is open to athletes during the school day as a physical education class. The class is co-ed and both male and female athletes, are given priority enrollment. The weight room is also open to male and female students outside of the school day through the Stars program. Both boys' and girl's teams have the ability to reserve time in the weight room outside of the school day however this typically only occurs during the summer due to practice time allowance limitations established by the California Interscholastic Federation (CIF).
- 4. Are girls' and boys', teams scheduled times for using the weight room on an equivalent basis? Prime times?
 - Yes Both boys' and girls' teams at Corning Union High School District have access to the weight room on an equal time basis and during times that they consider to be "prime" for their program and their athletes.
- 5. Does the District provide weights and workout equipment on an equivalent basis for female and male athletes?
 - Yes The weight room at Corning Union High School is a shared facility and all equipment is available to male and female athletes on an equivalent basis.

- 6. Are weight training and/or strength conditioning programs available on an equivalent basis for male and female athletes?
 - Yes The Corning Union High School District counseling department enrolls male and female athletes into the various Strength and Conditioning classes on an equivalent basis. Any student may request to take these classes but preference is equivalently distributed among male and female athletes. Each individual athletic team and/or program can request time in the weight room although very few make this request largely due to practice time allowance limitations established by CIF.
- 7. Does the District provide equivalent access to the training room for female and male athletes?
 - Yes The Corning Union High School District does not have a specific training room for female or male athletes that is available during the school day. The district employee who provides training services has a small room where he provides equitable access to both male and female athletes. With the retirement of this district employee this year, the room will be reassigned to a different purpose and coaches will provide training services in their classrooms or designated training areas.
- 8. Is any team given priority access to training room services?
 - No Every coach at Corning Union High School is instructed to contact the district employee who provides training services if they have an athlete that they want evaluated and/or treated. Every team has equal opportunity to take advantage of this service although it is used more by sports with higher injury rates.
- 9. Are all athletes served on a first come, first served basis?
 - Yes All athletes are evaluated and/or treated based on a first come, first serve basis after school. In some cases, coaches may make specific appointment times during the school day. This practice usually only occurs on competition days when the athlete in need of training services will be leaving campus prior to the end of the school day.
- 10. Is the training room located within an equivalent proximity to boys, and girls' locker rooms, practice and competitive facilities?
 - Yes The room that Corning Union High School uses to provide training services to athletes is located next to the boys' and girls' South locker rooms.
- 11. Are athletic trainers equivalently available for female and male athletes during practice and competition?
 - Yes The district employee who provides training services is available at the same time after school for both male and female athletes. Each coach, regardless of the gender of their sport has the opportunity to make appointments for training services after the school day. Furthermore, because the employee who provides training services is a football coach, he is available to male and female fall athletes on Monday through Thursday afternoons from the start of school until November. Because the district employee is a football coach, he is available at football competitions only. However, he frequently attends other athletic competitions as a spectator and often provides training services for those competitions.
- 12. Are the athletic trainers assigned to boys' and girls' teams equivalently qualified (certified trainers or student trainers)?
 - Not Applicable The Corning Union High School District does not employ a certified trainer and currently does not have a student trainer program.
- 13. Are girls and boys provided access to weight, training, and conditioning facilities of equivalent quality?
 - Yes All of the weight, training, and conditioning facilities at Corning Union High School are shared by male and female athletes. The weight room facility, gyms, and track are all shared by boys' and girls' teams, making them equivalent in terms of quality.

- 14. Are boys and girls provided equivalent access to health, accident, and injury insurance coverage?
 - Yes The Corning Union High School District provides information and applications for health and accident insurance on an equal basis for both male and female athletes. Any athlete has the opportunity to get an information sheet an application for accident insurance in the main office. None of the plans available to students and their families are gender specific. There are multiple insurance plans available depending on the amount of coverage desired. However, there is a specific plan that must be purchased to provide accident coverage for tackle football.



H. Publicity

Work with your school newspaper and yearbook advisors to ensure that the boys and girls sports are treated equally in regards to the amount of coverage and space provide. Review with the pep squad and band advisors the intent of Title IX.

- Make corrections with school newspaper and year book advisors
- Make corrections with pep squad and band advisors
- Make corrections with ASB regarding school bulletins/daily announcements and marquee advertising
- Review with booster clubs and "special event" groups regarding programs
- 1. Does the District have a written nondiscriminatory policy or procedure for providing publicity services to boys', and girls' interscholastic athletic programs?
 - Yes The Corning Union High School District has written guidelines in the Coaches Checklist (see attachment A) for coaches in regards to publicity services. Coaches are required to post their team information on the appropriate website for their athletic program. For most teams, the appropriate website is Maxpreps but high school cross country and track & field programs use Athletic.net. All coaches are also asked to provide contest results to the ASB administrative assistant so they can be added to the daily bulletin.
- 2. If sports information services are available (e.g., specific personnel assigned to covering teams' events, keeping statistics, reporting scores, etc.), are they equivalently available to girls' and boys' teams?
 - Not Applicable The Corning Union High School District does not have specific individuals assigned to specific sports information services. Athletic teams that choose and/or are required to keep statistics usually accept student volunteers to assist them. Some coaches allow community volunteers or have family members take statistics for them. Coaches are responsible for reporting their scores and do not have district personnel assigned to their teams.
- 3. Are girls' and boys' teams provided with sports information personnel of equivalent quality?
 - Not Applicable The Corning Union High School District does not have specific individuals assigned to specific sports information services.
- 4. Are the following publicity resources equivalently available to male and female athletes?
 - Trophy Cases: Yes CUHS only has one old trophy case in the South gym which equivalently displays boys' and girls' trophies from the 1970s through the 1990s. The district does not have a trophy case which displays current awards won by either boys' or girls' teams. There are too many awards to effectively display all trophies on an equal basis
 - <u>Banners Displayed:</u> Yes CUHS has banners for all league and section championships won by boys' and girls' teams displayed in the North gym.
 - <u>Posters Displayed:</u> Yes Teams that create posters have them displayed around campus and in their competition facility. This practice is most prevalent in the North gym for the volleyball and boys' and girls' basketball teams. Posters usually consist of team slogans, team rosters, and encouraging messages. The school's leadership class also promotes boys' and girls' sports equivalently by hanging posters around campus encouraging students to attend home contests and support their peers.
 - <u>Team Photographs:</u> Yes Team photographs are taken for every athletic program at CUHS. The athletic director sets a date for each program's team pictures using Visual Sports out of Folsom. However, programs have the ability to choose a different photographer if they feel it is more suitable to their needs. Currently only the volleyball and track & field programs take advantage of this option.



July 19, 2022

Corning Union High School District Attn: Jared Caylor 643 Blackburn Ave Corning, CA 96021

Re: Modern Acreage Planting Contract No. 1199

Dear Jared,

My name is Tina Harrison, and I would like to welcome you as a new grower to Musco Family Olive Co. I am here to help you manage your grower account. Any questions concerning your grower account may be directed to me. Our field service team of Dennis Burreson, VP of Field Operations, and Heath Burreson, Field Representative, are available to assist you in managing your orchard. Please find our contact information below.

Dennis Burreson – VP of Field Operations & Industry Affairs – phone 530-624-4475 Heath Burreson – Field Representative – phone 530-624-4477 Tina Harrison – Grower Relations / Operations Supervisor – phone 530-865-4112

Enclosed, please find a copy of your Modern Acreage Planting Contract. Keep this copy for your records. A grower account number has been assigned, which is referenced above and written on the contract. Also included with your contract are two forms that need to be completed and returned. The two forms W-9 Request for Taxpayer ID and COC Application for Grower ID may be returned in the pre-addressed envelope provided. If you have any questions about the forms, please call our office at 530-865-4111. Our office staff are available Monday through Friday, 7:30 am to 4:30 pm. We are closed for lunch from 12 pm to 1 pm daily. Thank you for choosing Musco Family Olive Co as your business partner!

Sincerely,

Tina Harrison

MUSCO FAMILY OLIVE CO.

Enclosures:

Copy of Modern Acreage Contract

W-9 Request for Taxpayer ID COC Application for Grower ID

Return Envelope

- b. <u>Payment Schedule:</u> Buyer shall pay to Seller a harvesting advance in an amount as determined by Buyer in its sole discretion. The amount of the harvesting advance shall be determined annually on a per ton basis and shall be paid within two weeks after delivery. The remaining balance of the Purchase Price shall be due on or before April 15th of the year immediately following delivery.
- 6. Improvements and Compensation: The parties to this Contract recognize that to increase the long-term viability and profitability of Seller's Lands certain improvements need to be made and will incur costs associated with the preparation of Seller's Land and subsequent planting (the "Development") and in addition may result in a lower yield of olives for the initial years following such Development. Due to the foregoing, Seller shall complete the Development described in Exhibit B, Section 1 or 2, as appropriate in exchange for the contribution from Buyer as described in Exhibit B, Section 3.
- 7. Point of delivery: Seller shall deliver all olives to Buyer at Buyer's closest receiving station. Buyer may change the designated point of delivery at any time during the term of this Contract upon three (3) days prior oral or e-mail notice to Seller. Deliveries shall be made during times and dates specified by Buyer. Buyer reserves the right to accept delivery of the olives at roadside of Seller's Land. Buyer and Seller agree that it is essential to Buyer's quality control efforts, and to the safe and efficient operation of Buyer's processing facilities, that a sufficient supply of olives must be available for the operation of those facilities. Consequently, Buyer reserves the right to close its processing facilities and receiving stations at any time after October 31 as determined in Buyer's sole discretion. Buyer shall pay to Seller a hauling allowance for olives delivered by Seller to Buyer's receiving station and accepted by Buyer. A hauling allowance schedule will be published annually by Buyer. In the event Buyer does not publish a hauling allowance schedule in any year, the hauling allowance paid by Buyer in the previous year shall remain in effect.
- 8. Grading: Grading shall be provided by Buyer or its agent in conformance with the standards and procedures established by the state of California Inspection Service and/or the administrative body of the federal marketing order, if in effect. If no state or federal grade standards exist, the grade standards and procedures applicable to Seller's olives shall be as reasonably determined by Buyer in Buyer's sole discretion. The sample grade reflected on the Weight and Grade Report (Form COC-3A, or other form in effect at the time of harvest) shall establish the grade for the entire delivery represented by the sample.
- 9. Rejections: Olives delivered by Seller shall be suitable for canning and shall conform to the variety, grade and quality standards in this Contract. Olives that fail to meet the requirements of this Contract may, at Buyer's option, be rejected. All costs associated with disposal of rejected olives will be charged back to the Seller. Buyer may, but shall have no obligation to accept or pay the Contract price for olives that are rejected. Buyer shall also have the option of buying any olives covered by this Contract grown on the Seller's Land although not conforming to the grade and quality specified herein, at a price mutually agreed to by the parties.
- 10. Passage of Title and Delivery: The olives sold hereby shall be identified and title thereto shall pass hereunder to Buyer only after Buyer has completed the grading and accepted the olives. All risk of loss, depreciation and damage shall remain with Seller until actual acceptance by Buyer.

11. Seller's Warranties:

a. <u>Pesticide Warranty:</u> Seller represents and warrants that all olives sold under this Contract have not been nor will be treated with any "pesticide" as defined in the Federal Insecticide, Fungicide, and Rodenticide Act (17 U.S.C. Section 136 et seq.) and the California Food and Agriculture Code (Section 12501 et. seq.) or any amendments thereto and regulations adopted hereunder other than (1) those shown on Buyer's "Pesticide Schedule" furnished by Buyer and applicable for the crop year in which the olives are to be harvested or (2) as otherwise agreed in writing with Buyer. Buyer may amend its pesticide list at any time. Seller agrees that upon receiving written notice of any such amendment by Buyer it will not use any pesticide other than those shown in the amended Pesticide Schedule and in accordance with the restrictions thereon.

Seller agrees to furnish Buyer an accurate and complete written statement of the pesticide treatment of the crop sold hereunder at least one month (30 days) in advance of crop delivery. Pesticide treatments made after the submission of the treatment statement must be reported in a written format on a weekly basis until the final week before harvest when treatments must be reported on a daily basis until completion of harvest of said crop. Additionally, all pesticide treatments must be found to be in compliance with federal, state and local pesticide laws and regulations before initiation of crop harvest. Buyer, at its sole option and cost, may conduct a pesticide residue analysis on the crop. Should Seller breach any of these provisions (which is conclusively presumed if residues exceed tolerances set forth by the U.S. or California Environmental Protection Agencies), in addition to other remedies, Buyer may refuse to accept delivery of the crop and/or may immediately terminate this Contract. If Buyer refuses to accept delivery, it shall not be required to pay for nor shall it have any other obligations with respect to said crop, and Seller may dispose of the crop free of this Contract. If Seller is indebted to Buyer for material, services or monies furnished in connection with such crop, said indebtedness and security therefore shall, however, continue to exist.

performance shall be excused to the extent that it is materially prevented, delayed or rendered impractical. Performance by the Party so excused shall begin again whenever such cause or circumstance has been eliminated.

- a. an act of God, war, terrorism or civil insurrection,
- b. fire, flood, levee breach or storm,
- c. labor strike, lock-out or labor shortage,
- d. total or partial failure of transportation or delivery facilities,
- e. interruption of power or unexpected limitation of processing capacity,
- f. any material change in the market for table olives that renders the performance of either Party's obligations under this Contract financially unsustainable or imposes financial distress on either Party,
- g. any law, regulation, order of any federal, state, county, or municipal authority,
- h. any other cause beyond the reasonable control of such Party,
- 17. Seller Not An Agent: Seller is not an agent or servant of Buyer, and Seller shall have exclusive possession of the property upon which the crop is to be grown; Seller shall not be subject to discharge and shall be deemed and held as an original Seller and Buyer reserves and holds no control over it in the performance hereof other than as to the results to be accomplished. Seller shall have the right to employ such laborers, as it desires to carry out this Contract. Such laborers shall be the servants or agents of Seller and not of Buyer.
- 18. Notices: Unless provided otherwise in this Contract, any notice or demand hereunder may be given personally, by delivery through messenger or overnight service, or by sending registered and through the U.S. mail, or by e-mail to the individual identified in Section 2, above.
- 19. Binding Contract and Assignment: As long as there is a commercially viable olive crop produced on Seller's Land identified in Exhibit A, then this Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Seller shall not assign this Contract or any rights hereunder without the prior written consent of the Buyer; such consent shall not be unreasonably withheld. Seller shall notify any such approved successor of the existence of this Contract and shall be responsible for assuring that the successor complies with its terms. Buyer shall have the right to assign this Contract or any rights hereunder so long as the successor complies with its terms.

20. Buyer's Remedies for Seller's Breach:

- a. If Seller does not, for any reason, complete the Development steps described in Exhibit B, Section 1 or 2 as appropriate on all or any portion of Seller's Land then Buyer shall be entitled to obtain immediate temporary and permanent injunctive relief compelling Seller to complete the Development and otherwise fully perform its obligations under this Contract. If, for any reason, Buyer is unable to compel Seller to complete the Development then Buyer shall be entitled to recover its reasonable damages resulting from Seller's breach of this Contract. Such damages include, but are not limited to, the expenses Buyer incurs in producing or causing to be produced the olive tree rootstock for Seller as described in Exhibit B, Section 3 plus interest at the LIBOR rate plus 3%, and the value of Buyer's lost opportunities from delaying or refraining from signing other sellers to this Contract.
- If Seller completes the Development steps described in Exhibit B, Section 1 or 2, as appropriate, but then the olive trees are removed or Seller, or Seller's successor or assignee, otherwise fails or refuses for any reason to deliver the olives produced on Seller's Land to Buyer during the entire Term of this Contract, in addition to any other rights and remedies that Buyer may have arising out of Seller's failure to perform its obligations under this Contract, the parties agree that Buyer will have forgone opportunities to contract with other sellers and will have made a substantial contribution towards the Development of Seller's Land. Therefore, Buyer's inability to purchase olives produced on Seller's Land identified in Exhibit A for the full 20 year Term of this Contract will cause Buyer irreparable damages. Accordingly, Seller agrees that as long as there is a commercially viable olive crop produced on Seller's Land identified in Exhibit A, in the event Seller, or Seller's successor or assignee fails or refuses, for any reason, to sell its olives to Buyer for the full 20 year term of this Contract then Buyer shall be entitled to obtain temporary and permanent injunctive relief compelling Seller or Seller's successor or assignee to perform its obligations under this Contract. If, for any reason, Buyer is unable to compel Seller, or Seller's successor or assignee to deliver the olives produced on Seller's Land to Buyer during the entire Term of this Contract, then Buyer shall be entitled to recover its reasonable damages resulting from Seller's breach of this Contract. Such damages include, but are not limited to \$1,000.00 per acre plus interest thereon at the LIBOR rate plus 3% (beginning from the date of rootstock delivery) as compensation for the expenses Buyer incurs in producing or causing to be produced the olive tree rootstock for Seller as described in Exhibit B, Section 3, and in addition the value of Buyer's lost opportunities from delaying or refraining from signing other sellers to this Contract.

Exhibit A Olives

1. Seller's Land and Crop

Year Planted	Acres	Variety	Plants per acre	Spacing	County	Description of Seller's Land (APN and Address or specific location)
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	grane b		i had or th			
			r det			
						el pattae i kasettlereketistiskika i 19
				of mediter II. moliteride		

CALIFORNIA OLIVE COMMITTEE GROWER IDENTIFICATION NUMBER (GIN) APPLICATION FOR THE 2022-2023 FISCAL YEAR

Date:

I hereby apply for a Grower Identification Number (GIN) for the 2022-23 Fiscal Year, and certify that I am, and/or expect to be, a producer of conventional ripe olives during the 2022-23 Fiscal Year.

I hereby certify that the properties listed on this form are a true and complete list, to date, of all my properties upon which conventionally ripe olives are being produced under this GIN Name. If any additional properties are acquired by, or transferred to me, I will notify the California Olive Committee promptly, and request that such additional acreage be added to this list.

APPLICATION	FOR GIN:				
GIN Name:					return die gerande een de steel
Additional delivery	identification:		mber or name that may be use	d to identi	fy these olives)
Bell Carter Foods (Grower Number:		Musco Olive Company Grov	P. Pro Kolkenkja	BOUNDER SCHOOL STORM SON
Grower/Applicar	nt Name:				
Address:	6.8	City:_	Sta	te:	Zip:
Phone:	Fa	x:	_Email Address:	a fire and against a second	
I want to receive	inspection certif	icates via: (indicate or	ne)		
Email	Website	Regular Mail	Pick up at Plant		Fax
	esercial materials	FARM MAN	AGEMENT		enga satifica, nansan entar Sea santana et supagas
Name of the enti	ty, (other than ab	ove) engaged in farm	ing or providing farm m	anageme	nt of your property.
Farm Manageme	nt Name or Cont	act Person:			
			(Type or Print)		
Should they have	access to inspec	tion certificates identi	fied with this GIN Nam	e? Yes_	No
Phone Number:_		Emai	l Address:		

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB 0581-0178. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



Grower Payment - Electronic Funds Transfer (EFT) Agreement Form

Authorization Agreement

I hereby authorize Musco Family Olive Company to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold Musco Family Olive Company responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Musco Family Olive Company receives a written notice of cancellation from me or my financial institution, or until I submit a new agreement form to Musco Family Olive Company.

Account Infor	mation
Account Name: (Exact Name)	
Name of Financial Institution:	
ACH Routing Number:	
Account Number:	
Signatur	
Signatu	re
Authorized Signature (Primary):	Date:
Authorized Signature (Joint):	Date:

Please attach a voided check and return this completed form to Musco Family Olive Company, Orland, CA – Fax # (530) 865-5204