

Corning Union High School Regular School Board Meeting

DATE: February 15, 2018

TYPE OF MEETING:

Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

Todd Henderson

PLACE: Corning Union High School
Library

VISITORS:

MEMBERS PRESENT:

Jim Bingham
Pauletta Bray, Scott Patton
Ken Vaughan

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent
Christine Towne, Chief Business Officer
Charlie Troughton, CUHS Principal
Sally Tollison, Associate Principal
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

- 1. CALL TO ORDER:** The meeting was called to order at 5:48 p.m. by Board President Jim Bingham.
- 2. PLEDGE OF ALLEGIANCE:** Board President, Jim Bingham asked the Board and audience to stand and salute the flag.
- 3. ROLE CALL:** Board President, Jim Bingham asked for a roll call. Attendance is as follows:
 - Jim Bingham
 - Ken Vaughan
 - Pauletta Bray
 - Scott Patton

Todd Henderson is absent.

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

Superintendent, Jared Caylor shared that the only reordering would be to move 5.1 immediately after the Board adjourns from closed session. Nathan Fletcher was unaware of the ordering of the agenda and plans to be reporting a bit later as normal.

5. REPORTS:

**5.1 ENROLLEMENT
REPORT:**

Superintendent Jared Caylor shared the following with the Board and audience:

District Total = 963
CUHS Total= 904
Ind. Study Total= 26
Centennial Total= 33

The CUHS total last year was 926.

Growth is holding steady, has increased & holding more steady than it has in past years.

**5.2 CUHS PRINCIPALS
REPORT:**

The Board received information shared from the CUHS Principal, Charlie Troughton:

Principal, Charlie Troughton wanted to first off, thank Pauletta Bray for her service at Corning Union High School District. The main topic that he will be sharing with the board is Professional Development. There are some great teachers that teach at Corning Union High School and that is in all departments. The district has a contract with the California Writing Project and has a strong focus on literacy.

Principal, Charlie Troughton shared a packet which is an overview of the California Writing Project along with the CUHS Mission Statement.

In January, Charlie Troughton completed 42 different classroom walkthroughs. There was clear learning objectives, gradual learning and was proud of all of the teachers. They were not trying to impress the Principal, but simply trying to teach the students and were very passionate in doing so.

The WASC visit is in approximately one year but the district does not plan to spend the entire year preparing. The school is in a very good place already and will take the fall semester to study and prepare for the visit. The last WASC visit is what helped in creating the CUHS Mission Statement.

Board Member, Scott Patton asked how the Math Department was doing as it has been one of the weakest subjects in the past. There was a discussion and it was shared that there are currently five sections of Integrated III Math. The math department has gotten better each year. There is tutoring available for the students who do struggle. Board President, Jim Bingham shared, how he would like students to be able to use basic math as they will need it in their future on a daily basis. Board Member, Scott Patton hopes that the relationship between the elementary district and the high school continues to bridge the gap and help the students.

Superintendent, Jared Caylor shared that the district is working to structure math courses and grading policies so math doesn't serve as a gatekeeper. Also, the Elementary District, with the help of the Promise Neighborhood Grant is focusing some funds on the 6th grade math. The quality of instruction is one of the biggest tools and some of these things are often taken for granted. The teachers at Corning Union High School do a great job.

**5.3 SUPERINTENDENT
REPORT:**

The Board received the following information from Superintendent, Jared Caylor:

Our classroom plans have been submitted and approved by DSA. Construction will begin with replacing J Wing in the summer of 2019 and aim to replace the H and I wings in the summer of 2020. The district may see some inflation on construction costs by not beginning this summer, this timeline works better with our scheduled bond disbursement and the timeline for receiving money for modernization and new construction from the state. Also, this will allow for demo and rebuild on the mod/severe classrooms in the same phase. Now that DSA has approved the plans, the next step will be to submit our application to the CDE for our additional state funds.

Bid packets for the North Gym roof have been completed. It is listed on our website and will be advertised in the Corning observer for the next two weeks. Also, we have sent packets to specific contractors that have expressed interest. The bid window closes March 7th and we will hope to bring a bid for your approval to the March meeting.

Superintendent, Jared Caylor distributed an invitation from The Tehama County Department of Education and Expect More Tehama to attend the School Board Appreciation Dinner on March 7th.

**6. PUBLIC COMMENT /
ON CLOSED SESSION:**

There were no public comment cards filled out.

**7. ADJOURN TO
CLOSED SESSION:**

The Board adjourned to closed session at 6:22 p.m.

**8. REOPEN TO
PUBLIC SESSION:**

Board President, Jim Bingham called to reopen public session at 7:22 p.m.

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

Superintendent, Jared Caylor reported that in closed session, the Board adopted a resolution to non-reelect probationary certificated employees. The vote was unanimous with Board Member, Todd Henderson absent.

10. REPORT:

**STUDENT
BOARD MEMBER:**

Nathan Fletcher reported on the following:

Prom name will be Nigh of Diamonds & Risers
ASB voted on the float theme for homecoming which will be Board Games
Media & Design are working on the posters for the Art Festival.
Posters were shared with the Board Members and audience

**11. CONSENT AGENDA
ITEMS:**

A motion was made by Scott Patton and seconded Ken Vaughan by to approve the consent agenda items listed.

The vote is as follows:

Ken Vaughan	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Pauletta Bray	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Todd Henderson	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> X </u>	Abstain:	<u> </u>
Scott Patton	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Jim Bingham	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>

11.1 MINUTES:

Regular School Board Minutes of January 18, 2017

11.2 WARRANTS:

40158744-40158900, 40158901-40159222, 40159222-40159223
40159223-40159538, 40159538-40159550, 40159785-40159797
40159797-40159809, 40159810-40159823, 40159823-40159834
40159834-40159845

Check # 40157840

Check # 40159222

**11.3 INTERDISTRICT
ATTENDANCE
REQUEST:**

Interdistrict Attendance Request:

Luis Valendiz

**11.4 HUMAN
RESOURCE
REPORT:**

Dan Proctor	CTE Change	2/15/17
Minerva Martinez	Health Aide	1/1/18
Minerva Martinez	Star Facilitator	1/1/18
Justine Felton	Associate Principal I	2/1/18
Joseph Torres	Para Educator	1/30/18
Andrea Martinez	Para Educator	1/22/18

Extra Duty/Temporary/Coaching Authorizations listed on HR Report.

**11.5 CUHSD
DONATIONS:**

DHL Enterprise -Brightstar Healthcare- Donna Zimmerman Statistics
Statistics Panel MPCW-6 \$9,000 for Basketball/Volleyball statistics panel

**11.6 SURPLUS
EQUIPMENT/
OBSOLETE
EQUIPMENT
FORM:**

There were none.

**11.7 AMENDMENT
TO AGREEMENT
BETWEEN CUHSD &
TEHAMA TRINITY
JOINT COMMUNITY
COLLEGE:**

This agreement is entered for the period of June 1st, 2015 through
June 30, 2019 for services in the secondary Partner Agreement
in alignment with the grant awarded from the California Department of
Education, Career Pathways Trust.

**11.8 MOU BETWEEN
SAN DIEGO COUNTY
SUPERINTENDENT
OF SCHOOLS & CUHSD
FOR
DESIGNATED SUBJECTS
ADULT & CAREER TECH
ED PROGRAMS:**

This agreement is entered for the period February 15th -June 30, 2022
with San Diego County Superintendent of School and the Corning Union
High School District for 2017-2022 Designated Subjects Adult and
Career Technical Education Credentials Program.

12. PUBLIC COMMENT:

There were no public comment cards.

**13.1 CUHS &
CENTENNIAL
SAFETY PLAN
2017-18-**

A motion was made by Pauletta Bray and seconded by Ken Vaughan
to approve the CUHS & Centennial Safety Plan which was shared
with the Board and audience by Superintendent, Jared Caylor.

Highlights are as follows:

Annual adoption prior to March 1st

There have not been many revisions

Associate Principal, Justine Felton will be focusing on Alice Training Fence issues are still an option and Mr. Caylor will be doing a walkthrough with Director of Maintenance, Brandon Lengtat and a company to shared cost and information. This will give the district an idea of what is involved. This information will be shared with the Board.

There being no further discussion, the Board voted unanimously to approve the safety plans as presented.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**13.2 RATIFICATION
OF TENTATIVE
AGREEMENT
BETWEEN CUHSD
&
CUHSD/ESP/CTA/NEA:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve the tentative agreement between CUHSD & CUHSD/ESP/CTA/NEA. The agreement is effective 7/1/17 to 6/30/18.

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

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**13.3 DESINGATION
OF ADULT
EDUCATION
BLANK GRANT (AEBG)
REPRESENTATIVES:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve that Associate Principal, Jason Armstrong be elected as the designee for the Adult Education Block Grant Representative. There being no further discussion, the Board voted unanimously to approve that Jason Armstrong be elected as the representative.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	<u>X</u>	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**13.4 RESOLUTION
#402
REQUEST FOR
PROPOSALS
FOR JOINT
OCCUPANCY
OF RODGERS
RANCH:**

A motion was made by Scott Patton and seconded by Pauletta Bray to approve Resolution No. 402 which outlines the information and instructions for completing proposals for development and joint occupancy of district property. The resolution process started a few month ago and we are now requesting proposals. In May a final decision will be made. There being no further discussion, the Board voted unanimously to approve Resolution No. 402.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Pauletta Bray	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**13.5 ANNUAL BOARD
RETREAT:**

There was a discussion and the suggested dates to hold the annual board retreat are Friday, March 23rd and Saturday, March 24th. All agreed that those dates would work. The location and format will be the same as last year. No action is required.

**13.6 SCHOOL
RESOURCE
OFFICER
AGREEMENT
WITH THE CITY
OF CORNING:**

A motion was made by Scott Patton and seconded by Pauletta Bray to approve the agreement between the City of Corning and the Corning Union High School District. This term of this agreement is February 1, 2018 and shall terminate on June 30, 2019. This agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this agreement as an addendum. Board Member, Pauletta Bray asked with the recent shootings at schools, if our SRO was armed at all times and it was shared that Office Pryatel was always armed, just as he would be out on duty. There being no further discussion, the Board voted unanimously to approve the agreement.

The vote is as follows:

Ken Vaughan	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Pauletta Bray	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Todd Henderson	Aye: <u> X </u>	No: <u> </u>	Absent: <u> X </u>	Abstain: <u> </u>
Scott Patton	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>
Jim Bingham	Aye: <u> X </u>	No: <u> </u>	Absent: <u> </u>	Abstain: <u> </u>

**13.7 FUTURE
AGENDA
ITEMS:**

There were no additional future board agenda items. Some future items currently are:

Deferred Maintenance
Potential Fence project
Roof Bids

14. ADJOURNMENT:

A motion was made by Ken Vaughan and seconded by Scott Patton to adjourn the meeting. The meeting was adjourned at 7:35 p.m.

Approved

James Bingham, President

Todd Henderson, Clerk

Corning Union High School District Regular School Board Meeting

Date of Meeting: February 15, 2018

Time of Meeting: 5:45 P.M.

Place of Meeting: Corning Union High School Library

Public Comment: Citizens wishing to address the Board of Trustees in a Board meeting should first complete a public comment card. The cards are available with the District Administrative Assistant and should be completed prior to the public comment agenda item on which you wish to speak.

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA/REORDERING OF AGENDA/ADDITION OF ITEMS Discussion/Action
5. REPORTS
 - 5.1 Student Board Member - Nathan Fletcher Information
 - 5.2 Enrollment Report - Superintendent Jared Caylor Information
 - 5.3 CUHS Principals Report- Principal Charlie Troughton Information
 - 5.4 Superintendent Report - Superintendent Jared Caylor Information
6. PUBLIC COMMENT ON CLOSED SESSION

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

7. ADJOURN TO CLOSED SESSION

7.1 CONFERENCE WITH LABOR NEGOTIATOR

District Representative: Superintendent Jared Caylor
Represented Employees: CITA and ESP

7.2 PUBLIC EMPLOYEE EVALUATION

Title: Superintendent

7.3 Public Employee Discipline/Dismissal/Release

7.4 Conference with Real Property Negotiators

Property: 642 Blackburn Avenue, Parcel 075-080-029-000

Agency Negotiators: Jared Caylor, Superintendent

Negotiating Parties: Corning Union High School District and City of Corning

Under Negotiation: Price and Terms of Lease

8. REOPEN TO PUBLIC SESSION

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

10. CONSENT AGENDA ITEMS

Discussion/Action

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

10.1 Approval of Regular Board Minutes of January 18, 2018

10.2 Approval of Warrants

10.3 Interdistrict Attendance Requests

10.4 Human Resources Report

10.5 Corning Union High School District Donations

10.6 Surplus Equipment/Obsolete Equipment Form

10.7 Amendment to Agreement between CUHSD & Shasta Tehama Trinity Joint Community College

10.8 MOU between San Diego County Superintendent of School and Corning Union High School District for designated subjects Adult and Career Technical Education Programs

11. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

The board wishes to obtain complete information on all matters within its jurisdiction. Individual speakers will be allowed up to 3 minutes to address the board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.

12. ITEMS FOR ACTION AND DISCUSSION

- 12.1 Corning Union High School & Centennial High School Safety Plan 2017-18 -** **Info./Action**
- The Board will be asked to approve the 2017-18 Safety Plan.*
- 12.2 Ratification of Tentative Agreement Between CUHSD and CUHSD ESP/CTA/NEA** **Info./Action**
- The Board will consider ratifying a tentative agreement with the classified bargaining unit that includes changes to compensation, job descriptions, and contractual language.*
- 12.3 Designation of Adult Education Block Grant (AEBG) Representatives** **Info./Action**
- The Board will consider designating Jason Armstrong as the primary AEBG representative for CUHSD and designating Jared Caylor as his proxy.*
- 12.4 Resolution # 402 - Request for Proposals for Joint Occupancy of Rodgers Ranch** **Info./Action**
- The Board will consider adopting a resolution to solicit and accept proposals for the development and joint occupancy of District-owned property (Rodgers Ranch).*
- 12.5 Annual Board Retreat-** **Info./Discussion**
- The Board will discuss and choose the dates for the Annual Board Retreat.*
- 12.6 School Resource Officer Agreement with the City of Corning** **Info./Action**
- The Board will consider approving an agreement to pay the City of Corning for providing a School Resource Officer.*
- 12.7 Future Agenda Items** **Discussion**
- The Board will discuss the need for any future agenda items.*

13 ADJOURNMENT

Request for documents that are public record and are provided at the time of the meeting to a majority of the Governing Board regarding an open session item will be made available for the public inspection upon request to the Superintendent's Office located at 643 Blackburn Avenue, Corning, CA during normal business hours. Any individual that requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's Office.

Month	CUHS	IND	CEN	District Totals
September	932	17	26	975
October	926	18	29	973
November	922	25	23	970
December	918	27	26	971
January	915	24	27	966
February	904	26	33	963
March				
April				
May				
June				

Corning Union High School

2017-2018

Active Students by Grade

2/15/2018

Grade	Female	Male	Total
9	123	121	244
10	117	125	242
11	103	107	210
12	110	98	208
Grand Total:	453	451	904

Corning Independent Study HS

2017-2018

Active Students by Grade

2/15/2018

Grade	Female	Male	Total
9	4	1	5
10	3	2	5
11	8	2	10
12	5	1	6
Grand Total:	20	6	26

Centennial Continuation High School

2017-2018

Active Students by Grade

2/15/2018

Grade	Female	Male	Total
9	3	2	5
10	3	4	7
11	5	5	10
12	6	5	11
Grand Total:	17	16	33

Corning Union High School Regular School Board Meeting

DATE: January 18, 2018

TYPE OF MEETING:
Regular

TIME: 5:45 P.M.

MEMBERS ABSENT:

PLACE: Corning Union High School
Library

MEMBERS PRESENT:

Jim Bingham
Todd Henderson
Pauletta Bray, Scott Patton
Ken Vaughan

VISITORS:

Chris Goniea, Jan Foley
Larry Glover, Deanna Glover
Bill Mache, Kurt Wilkins
Kol Zuppan, Ed Curiel

SCHOOL DISTRICT REPRESENTATIVES:

Jared Caylor, District Superintendent
Charlie Troughton, CUHS Principal
Sally Tollison, Associate Principal
Jason Armstrong, Associate Principal
Brandon Lengtat, Director of Maintenance and Operations
Jessica Marquez, Administrative Assistant to Superintendent

THE CORNING UNION HIGH SCHOOL -

- 1. CALL TO ORDER:** The meeting was called to order at 5:48 p.m. by Board President Jim Bingham.
- 2. PUBLIC COMMENT /
ON CLOSED SESSION:** There were no public comment cards filled out.
- 3. ADJOURN TO
CLOSED SESSION:** The Board adjourned to closed session at 5:50 p.m.
- 4. REOPEN TO
PUBLIC SESSION:** Board President, Jim Bingham called to reopen public session at 6:44 p.m.

12. ITEMS FOR ACTION AND DISCUSSION

- 12.1 Corning Union High School & Centennial High School Safety Plan 2017-18 -** Info./Discussion

The Board will be asked to approve the 2016-17 Safety Plan.

- 12.2 Ratification of Tentative Agreement Between CUHSD and CUHSD ESP/CTA/NEA** Info./Action

The Board will consider ratifying a tentative agreement with the classified bargaining unit that includes changes to compensation, job descriptions, and contractual language.

- 12.3 Designation of Adult Education Block Grant (AEBG) Representatives** Info./Action

The Board will consider designating Jason Armstrong as the primary AEBG representative for CUHSD and designating Jared Caylor as his proxy.

- 12.4 Annual Board Retreat-** Info./Discussion

The Board will discuss and choose the dates for the Annual Board Retreat.

- 12.5 School Resource Officer Agreement with the City of Corning** Info./Action

The Board will consider approving an agreement to pay the City of Corning for providing a School Resource Officer.

- 12.6 Future Agenda Items** Discussion

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

13 ADJOURNMENT

Request for documents that are public record and are provided at the time of the meeting to a majority of the Governing Board regarding an open session item will be made available for the public inspection upon request to the Superintendent's Office located at 643 Blackburn Avenue, Corning, CA during normal business hours. Any individual that requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's Office.

5. ROLE CALL:

Board President, Jim Bingham asked for a roll call. Attendance is as follows:

- Todd Henderson
- Jim Bingham
- Ken Vaughan
- Pauletta Bray
- Scott Patton

6. PLEDGE OF ALLEGIANCE:

Board President, Jim Bingham asked the Board and audience to stand and salute the flag.

7. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

Board President, Jim Bingham announced that no action was taken in closed session.

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

Item 12.4 will be removed from the agenda. This item only needs to be approved every 3 years and it is currently good through July 2018. A motion was made by Scott Patton and Seconded by Todd Henderson to approve the agenda with removing 12.4. There being no further Discussion, the Board voted unanimously to approve the agenda.

The vote is as follows:

Ken Vaughan	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Pauletta Bray	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Todd Henderson	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Scott Patton	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Jim Bingham	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>

9. CONSENT AGENDA ITEMS:

A motion was made by Pauletta Bray and seconded by Todd Henderson to approve the consent agenda items listed.

The vote is as follows:

Ken Vaughan	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Pauletta Bray	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Todd Henderson	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Scott Patton	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Jim Bingham	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>

9.1 MINUTES:

Regular School Board Minutes of December 14, 2017

9.2 MINUTES:

Special School Board Minutes of December 20, 2017

9.3 WARRANTS:

40157458-40157471, 40157472-40157715, 40157716-40157826
40157827-40157840, 40157840-40158073, 40158073-40158387
40158387-4058401, 40158401-40158407, 40158407-40158422
40158422-40158681,

Ck # 40159222 1/11/18

Ck# 40159223 1/11/18

**9.4 INTERDISTRICT
ATTENDANCE
REQUEST:**

Interdistrict Attendance Request:

Eduardo Rodriguez, Alexa Zuniga
Lysandra Zuniga, Cooper Wilkins

**9.5 HUMAN RESOURCE
REPORT:**

Minerva Martinez	Health Aide	1/1/18	Position Change
Sonya Mendoza	ATP Facilitator	1/1/18	Position Change

9.6 CUHSD DONATIONS: There were none.

**9.7 SURPLUS
EQUIPMENT/
OBSOLETE
EQUIPMENT
FORM:**

2 Old Engines at \$0 value and not being used.
2 Metal Shevles \$10 value no longer needed.

**9.8 QUARTERLY
REPORT
WILLIAMS UNIFORM
COMPLAINT
JANUARY 2018:**

The January 2018 states that no complaints were filed with any school in the district during the quarter indicated.

**9.9 MOU BETWEEN
CUHSD
& SHARON SINCLAIR
FOR NURSING
SERVICES:**

This agreement is entered into by and between the Corning Union High School District and Sharon Sinclair for the provision of school nursing services for CUHSD. The term is January 1, 2018 through June 30, 2018.

**9.10 CONTRACT
ACCOUNTABLE
SCHOOL STAFFING
& CUHSD
SPEECH THERAPY
SERVICES:**

This agreement is between CUHSD and Accountable Healthcare Staffing, Inc. This agreement will commence when signed and remain in effect until terminated in writing by either party.

**9.11 OUT OF STATE
TRAVEL:
10. REPORTS:**

Mike Albee 2/18-2/10 Seattle, WA Volleyball Clinic

**10.1 STUDENT
BOARD MEMBER:**

Nathan Fletcher reported on the following:

The new track is up and ready for use.
Wrestling and other sports are going well this winter.
Exchange students will be coming back to visit CUHS soon.
Media & Design are working on the posters for the Art Festival.

**10.2 ENROLLEMENT
REPORT:**

Superintendent Jared Caylor shared the following with the Board and audience:

District Total = 966
CUHS Total= 915
Ind. Study Total=24
Centennial Total=27

The CUHS total last year was 865.
Centennial is down 15 from last year.

Growth is holding steady and the district anticipates increased enrollment over the next few years.

**10.3 ACADEMIC
REPORT:**

The Board received information from Associate Principal, Jason Armstrong on the following:

- The model of teaching has changed at Centennial.
- There is now a learning center at Centennial for one on one learning, partnership, independent learning and online curriculum.
- Teachers are learning how to grade and track student learning with this new process.
- There is one teacher now teaching Independent study and Marci Fonseca also helps with Independent Study Students.
- Adult Ed, Dan Drum is doing a great job. There was a spike in enrollment when he came on board and many students are now graduating as a result.
- Adult Ed will attempt to try a program one day per week in Rancho Tehama at the community center along with Los Molinos library or community center.
- CTE Adult Ed class is ran by Lance Alldrin at Centennial and that is going well. The second session will begin in the spring.
- CUHS programs are going well. One highlight includes the manufacturing class that Gary Pope teaches.
- Welding and Manufacturing are working together to create some items that many potentially be produced and sold in the Cardinal Nest.

All programs are running well. Board Member, Scott Patton was very impressed with the picture of the work shared which was completed by the two classes. He would really like to see some of the students continue with this type of work and see if there is an opportunity for them to market the products made.

Mr. Armstrong plans to speak with Gary Pope a bit more to see how the district can move forward with this recommendation.

10.4 WINTER COACHES PRESENTATIONS:

The Board received information from the winter coaches:

Kurt Wilkins and Larry Glover, Varsity Boys Basketball Coaches
Kol Zuppan, Varsity Girls Basketball Coach
Ed Curiel, Girls Soccer Coach

Kurt Wilkins and Larry Glover reported on the following:

- Successful program this year.
- 26 games were played in June and CUHS hosted a 3 game event.
- Summer youth program went well with 20+ kids in a 4 game event.
- The high school students help coach the youth with this program.
- Freshman has 12 boys, JV has 10 and Varsity has 16
- There is a new fundraiser with Klean Kanteen bottles. These were designed by a student on campus and sold for \$25.
- Student athletes are good kids and get along well.
- They give 100% and work well together.

Kol Zuppan, Girls Varsity Basketball Coach reported on the following:

- Thanked the Board for allowing the girls to attend the trip to Folsom.
- Thanked Administration for the support and watching the program grow. This year there were 8 teams at their tournament and it went well.
- Skill level of program needs to be there so now they have a camp for the youth. Rotary helps fund this program. The kid pay \$20 and they also receive a t-shirt for their participation.
- Fundraisers are going well. The Crab Feed is coming up on Saturday, February 10th and also the girls will be selling fireworks again this June/July.
- The students feel like a family and that makes him proud.
- Shared that a team is like flying on plane. Everyone has a different destination, but they are all in it together.

Ed Curiel, Girls Soccer Coach reported on the following;

- Ed has coached many of these girls from the time that they were 11 years old.
- There have been some impressive wins this season
- The girls have progressed as a team and individually.
- In league the team is 2, 1 and 1.
- Thanked the Board and Administration for the ongoing support and he is thankful to have been able to work with these girls and watch them grow over the past 5 or 6 years.

10.5 SUPERINTENDENT REPORT:

The Board received the following information from Superintendent, Jared Caylor:

Benynon Track Care Info:

Brandon, Zane and Jared met with the Beynon rep last week to walk the track and discuss maintenance and other issues. He gave written guidance on maintaining the track and were able to ask questions as needed. He shared that the district will want to spend \$150 k every 8-10 years on redoing the surface. He shared if any damage was noticed to please phone them and let them know. Additionally, the district is looking into a time locking system for the north gate that would allow us to lock the gate automatically at designated times. This would help during the evenings, during the long summer days and over breaks and weekends. This would run about \$1,500.00 but we are going to look into the effectiveness before making a purchase.

South End of Stadium:

Working on a plan to install artificial turn throughout the south end of the stadium. This will prevent mud/dirt/rocks from ending up on the all-weather surfaced. The Board feels that this is highly important and would like to see possibly putting granite or something that will help to protect the track surface.

Parking Lot:

Superintendent, Jared Caylor plans to meet with the City Manager soon to discuss the lease of the 3 acre property across the street. This is the first option after gathering feedback and will bring an agreement back for final action once an agreement is reached.

Classrooms:

The next appointment to submit plans for classrooms to DSA is next week. The goal remains to build 14 Gen 7 classrooms and a restroom to replace the H and I wings, and build 8 pitched roof classrooms to replace the J wing. The timing is still uncertain.

North Gym:

Superintendent, Jared Caylor received the necessary documents to solicit bids on the North Gym roof and will be working on getting the information out to the public within the next couple of weeks.

11. PUBLIC COMMENT: There were no public comment cards.

12.1 DISTRIBUTION OF STATEMENT OF ECONOMIC INTEREST:

The California Form 700 Fair Political Practices Commission Public Document was distributed to each Board Member. Each Board Member is required to fill out and file this document on an annual basis.

This is an information item only. No action is needed.

12.2 LCAP UPDATE:

LCAP must describe the goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) and it must address each of the state priorities and any locally identified priorities.

This spring, we will be working on our annual update based on our goals, expected outcomes, actions/services and budgeted expenditures from last year's LCAP.

Our goals from last year:

1. Increase the number of student who are prepared for whatever postsecondary opportunity they chose to pursue.
2. Create responsibility among students.

If any additional services or actions are needed to work toward a goal, we can look to add them. If services or actions need to be changed, we can make adjustments.

This is an information item only. No action is needed.

**12.3 2016/17 AUDIT
REPORT:**

A motion was made by Scott Patton and seconded by Todd Henderson to approve the 2016-17 audit report as presented by Superintendent, Jared Caylor.

Page # 55 should read James Scott Patton rather than Henderson

Page #72 Internal Control

Material Weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis.

1. Travel Expense reimbursements and credit card charges made by the Superintendent were not reviewed and approved by the governing board.
2. Student was paid a scholarship award from the student store funds.
3. Checks being written for cash for cash box start up moneys. Checks should be made payable to the person who is going to the bank to cash the check and using the "Memo" part of the check to indicate "startup funds" so that is clear what the check was intended for.
4. Cash receipts- during test of internal controls over the cafeteria account, it was noted that deposits were not being transferred to the County Treasury on a timely basis (two timer per year). These are to be done monthly.

The vote is as follows:

Ken Vaughan	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Pauletta Bray	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Todd Henderson	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Scott Patton	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>
Jim Bingham	Aye:	<u> X </u>	No:	<u> </u>	Absent:	<u> </u>	Abstain:	<u> </u>

**12.4 GASB 45
ACTURIAL REPORT**

This items was removed.

**12.5 APPROVAL OF
RESOLUTION
NO. 401:**

A motion was made by Scott Patton and seconded by Ken Vaughan to approve Resolution No. 401 to amend joint exercise of powers agreement and bylaws of Northern California Schools Insurance Group (NSIG). There being no further discussion, the Board voted unanimously to approve Resolution No. 401.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.6 1ST INTERIM
BUDGET:**

Tehama County Department of Education thanked the district for submitting in a timely manner. Based on the review the following was noted:

- 2018/19 budget will be addressed in the 2nd interim report as more information becomes available.
- MYP – each LEA faces its own challenges and there is no “one size fits all plan’ LEA’s should consider building in contingencies for emerging and fixed expenditure obligations.
- Cash Flows remains important to closely monitor throughout the year to ensure that the June 30 cash balance will be sufficient.
- Deficit Spending is reflected and failure to minimize deficit spending could jeopardize the financial standing of the district.
- Negotiations- the district has not settled negotiations yet. If this should change, the district will publicly disclose costs related to any bargaining agreements prior to the Superintendent Board of Trustees approval.

The vote is as follows:

Ken Vaughan	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Pauletta Bray	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**12.7 FUTURE
AGENDA
ITEMS:**

There were no additional future board agenda items.

13. ADJOURNMENT:

A motion was made by Ken Vaughan and seconded by Pauletta Bray to adjourn the meeting. The meeting was adjourned at 7:56 p.m.

Approved

James Bingham, President

Todd Henderson, Clerk

Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40158744	01/02/2018	ARK DESIGN CONSTRUCTION & ROOF ING	14-6200	DEF MAINT - NORTH GYM ROOF MATERIAL/LABOR		14,650.00
40158745	01/02/2018	BEYNON SPORTS SURFACES	21-6170	BOND- PHASE 1 - TRACK SURFACE		178,619.75
40158746	01/02/2018	CALIFORNIA'S VALUED TRUST	01-3402	JAN 2017 TRUSTEE M/D/V	4,906.35	
			01-3701	JAN 2017 RETIREE M/D/V	6,119.95	
			01-3702	JAN 2017 RETIREE M/D/V	5,099.78	
			76-9513	ADJ NOV-DEC MED	2,040.00	
				JAN 2017 MEDICAL	139,712.00	
			76-9551	JAN 2017 LIFE	131.10	
			76-9552	ADJ NOV-DEC DEN	297.90	
				JAN 2017 DENTAL	18,258.29	
			76-9553	ADJ NOV-DEC VSN	46.36	
				JAN 2017 VISION	2,355.45	178,967.18
40158747	01/02/2018	DIVISION OF STATE ARCHITECT	21-6220	CUHSD APP#02-115933		3,412.90
40158748	01/02/2018	EWING IRRIGATION	21-6170	EWING IRRIGATION TRACK/BOND		288.72
40158749	01/02/2018	ROBERTSON ERICKSON	21-6170	ENGINEERING SVC - CONTRACT COMPLETE		6,900.00
40158750	01/02/2018	SNL GROUP, INC.	21-6170	RETAINAGE UNBILLED - FINAL		57,139.25
40158893	01/04/2018	A-Z BUS SALES	01-4300	BUS 22 TRANSPORTATION OPEN PO 2017-18	636.87	
40158894	01/04/2018	AMERIPRIDE UNIFORMS SERVICES	01-5500	M&O LAUNDRY SERVICE CUSTODIAL 2017-18 SCHOOL YEAR	2.14-131.60	634.73
40158895	01/04/2018	CORNING ACE HARDWARE	01-5508	TRANS LAUNDRY SERVICE 2017-18 SCHOOL YEAR	99.86	
40158896	01/04/2018	CORNING LUMBER COMPANY	01-4300	M&O LAUNDRY SERVICE UNIFORMS 2017-18 SCHOOL YEAR	170.62	402.08
40158897	01/04/2018	DM TECH	01-5903	2017/18 MAINTENANCE ACE (ADDITIONAL FUNDS)		47.91
40158898	01/04/2018	ECOAIR & REFRIGERATION	01-5800	OPEN PO CORNING LUMBER 2017/18 MAINTENANCE		155.04
40158899	01/04/2018	HUE & CRY INC.	01-5507	CTE IG RODGERS RANCH WIFI		471.34
40158900	01/04/2018	HUNT & SONS, INC	01-4300	OPEN PO 2017/18 ECO AIR MAINTENANCE		142.50
				ALARM/FIRE SERVICE 2017-18 SCHOOL YEAR		1,130.24
			01-4311	SOLVANT	270.99	
			01-4312	GASOLINE	2,713.95	
				DIESEL	5,269.43	8,254.37

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Checks Dated 01/01/2018 through 01/31/2018

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40158901	01/04/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	OPEN PO MCCOY'S 2017/18 MAINTENANCE ADDED FUNDS	312.72	
40158902	01/04/2018	MJB WELDING SUPPLY	19-4300	OPEN PO MCCOY'S HARDWARE 2017/18 RANCH	196.84	509.56
40158903	01/04/2018	MT. SHASTA SPRING WATER CO.INC	01-4300	AG SHOP CYLINDER EXCHANGE		612.19
40158904	01/04/2018	NAVMAN WIRELESS NORTH AMERICA	01-5900	TRANS WATER SERVICE 2017-18 SCHOOL YEAR		17.87
40158905	01/04/2018	NOR-CAL TOILET RENTALS	01-5600	NAVMAN SERVICE (GPS) 2017-18 SCHOOL YEAR		245.15
				CUHS SOCCER/TENNIS RENTAL 2017-18 SCHOOL YEAR	86.52	
				TRANS-STAGE COACH RD 2017-18 SCHOOL YEAR	148.65	235.17
40158906	01/04/2018	P G & E	01-5503	6274316218-2 CUHSD/TRANS/CENT ELEC/GAS 2017-18	3,213.93	
			01-5504	6274316218-2 CUHSD/TRANS/CENT ELEC/GAS 2017-18	2,472.52	5,686.45
40158907	01/04/2018	U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	PHONE SERVICE 149142 2017-18 SCHOOL YEAR		484.78
40158908	01/04/2018	W.W. GRAINGER, INC.	01-4300	2017/18 MAINTENANCE		75.72
40158909	01/04/2018	WEST COAST PAPER	01-4300	OPEN PO FOR PAPER 2017-18 SCHOOL YEAR	668.57	
40159222	01/11/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4200	Unpaid Sales Tax	2.15-	666.42
			01-4300	STARS- FAMILY LITERACY	677.76	
				ANODIZED ALUMINUM ASSET TAGS	421.49	
				ASSET VANELI'S SUPPLIES-CORE	172.35	
				ASSETS- COFFEE CART OPERATIONS	369.29	
				ASSETS- CPR/ FIRST AID	76.00	
				ASSETS- MATERIALS	306.67	
				BIP FOOD	89.32	
				CAL CARD (NEW MANAGEMENT) LOCK BLOCKS	126.56	
				CREDIT ASSETS- MATERIALS	21.31-	
				FOOD/CULINARY CLASS FOOD PURCHASE	354.19	
				J2 FOOD, CLEANING SUPPLIES	346.85	
				LITERACY BASKET	86.41	
				PN GRANT	138.55	

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Checks Dated 01/01/2018 through 01/31/2018

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40159222	01/11/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4400	CREDIT AMAZON ORDERS (3) CAL CARD MAINT. 9/28/17	395.60-	
			01-5200	SHASTA PATHWAY GRANT DOCCAM ASSET BOOST CONF 5/1/18 PALM SPRINGS	1,442.47 697.96	
				CA ALL STAR MUSIC CONF SAN JOSE 2/15/18	190.00	
				CATA FALL CONF LODGING 11/3/17 - 11/4/17	154.00	
				CATA FALL CONF LODGING 11/3/17 - 11/4/17 SAFFORD	143.00	
				WIBC BAND CONF SEATTLE WA 11/17/17 -11/20/17	210.00	
			01-5800	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	3,227.52	
				AG INC-FFA NAT FFA CONV LODGING LEXINGTON	1,485.24	
				AG INC-FFA NAT FFA CONV LODGING NASHVILLE	1,163.16	
				DICKENS FAIR ENG IV NF	400.00	
				FFA NAT CONV 10/25-10/27/17-LODGING EDINBURGH, IN	1,693.32	
			01-5904	R FARMHOUSE WEBSITE SUBSCRIPTION	300.00	
				DISTRICT POSTAGE	6.65	
				UPS SHIPPING FOR IPAD SCREEN REPAIR	12.27	
			13-4300	CAFE CAL CARD AMAZON SUPPLIES 2017-2018 R:5320	706.80	14,580.92
40159223	01/11/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	01-3902	TRUSTEE HW 3 MONTHS VAUHGAN	832.29	
				TRUSTEE HW 3 MONTHS VAUHGAN SPOUSE	832.29	
			01-4200	LIBRARY BOOKS P18-00160	9.15	
			01-5200	ED LAB SERIES 11/16/17 PARKING FEE	22.75	
			01-5800	FFA LODGING R18-00544	740.41	
			13-5200	CSNA CONF LODGING 1-9/17 JUDD	306.68	
				CSNA CONF LODGING 11-9/17 RIEGEL	306.67	
				CSNA CONF LODGING 11/9/17 CARTER	853.80	
				CSNA REG CARTER 11/9/17	462.00	
				CSNA REG JUDD 11/9/17	300.00	

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40159223	01/11/2018	U.S. BANK CORPORATE PAYMENT SYSTEM	13-5200	CSNA REG RIEGAL 11/9/17	300.00	4,966.04
40159286	01/12/2018	DIVISION OF STATE ARCHITECT	01-6220	2001 MODERNIZATION CLOSEOUT		3,431.32
40159345	01/16/2018	AMERIPRIDE UNIFORMS SERVICES	13-5500	CAFE AMERRIPRIDE UNIFORM 2017-2018 SCHOOL YEAR		355.67
40159346	01/16/2018	CRYSTAL CREAMERY	13-4700	FOSTER DAIRY FARMS INS 2017-2018 SCHOOL YEAR	2,431.00	
40159347	01/16/2018	FRANZ FAMILY BAKERY	13-4700	FOSTER DAIRY FARMS OPEN PO 2017/2018 SCHOOL YEAR	740.00	3,171.00
40159348	01/16/2018	FROZEN GOURMET INC	13-4700	FRANZ FAMILY BAKERY 2017-2018 SCHOOL YEAR		563.51
40159349	01/16/2018	GOLD STAR FOODS, INC	13-4700	FROZEN GOURMET INC 2017-2018 SCHOOL YEAR		183.24
40159350	01/16/2018	HAPPY VALLEY FRESH FRUIT CO. WESTABY ENTERPRISES	13-4700	GOLD STAR FOOD INC 2017-2018 SCHOOL YEAR	2,417.92	
40159351	01/16/2018	PRO PACIFIC FRESH	13-4700	GOLD STAR FOODS INC, OPEN PO 2017-2018 SCHOOL YEAR	1,284.07	3,701.99
40159352	01/16/2018	SAV-MOR FOODS	13-4700	HAPPY VALLEY FRESH FRUIT CO 2017-2018 SCHOOL YEAR		237.00
40159353	01/16/2018	SYSCO SACRAMENTO, INC.	13-4700	PRO PACIFIC FRESH 2017-2018 SCHOOL YEAR	1,513.19	
40159354	01/16/2018	THE DANIELSEN COMPANY	13-4300	SUPPER - FOOD	876.75	2,389.94
40159536	01/18/2018	ACCOUNTABLE HEALTHCARE STAFFIN G, INC	13-4700	SAV-MOR 2017-2018 SCHOOL YEAR		125.26
40159537	01/18/2018	ALL SPORTS SCHOOL	01-5800	SYSCO SACRAMENTO 2017-2018 SCHOOL YEAR		639.18
40159538	01/18/2018	AMAZON CAPITAL SERVICES, INC	01-4100	DANIELSEN COMPANY R:5310 2017-2018 SUPPLIES	124.50	
			01-4200	THE DANIELSEN COMPANY 2017-2018 SCHOOL YEAR	2,030.10	2,154.60
			01-4300	VICHI 10/14/17	600.00	
				VICHI 10/28/17	600.00	
				VICHI 10/6/17	600.00	
				VICHI 11/18/17	656.25	2,456.25
				VOLLEYBALL COACH CLINIC 2/8/17 SEATTLE WA		260.00
				PN GRANT TEXTBOOKS	215.04	
				ELD supplemental Books	9.55	
				ASSETS- RECREATION SUPPLIES	130.83	
				CAL CARD (AMAZON) KEY CHAINS STAFF KEYS	80.40	

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40159538	01/18/2018	AMAZON CAPITAL SERVICES, INC	01-4300	CAL CARD (AMAZON) TRANS. CABLES FOR LOCKS/GATES	45.96	
				CHAIRS FOR BUSINESS OFFICE	118.48	
				CREDIT Special Ed Tech for student	30.78-	
				CTE CHILD DEVELOPMENT	50.46	
				CTE LIFE AND WORK PREP	99.20	
				MAINTENANCE SHOP NETWORK BRIDGE	225.24	
				Special Ed Tech for student	61.69	
			11-4300	CREDIT - MONITORS FOR ADULT ED	150.00-	
40159539	01/18/2018	AMPLIFIED IT, LLC	01-5833	MONITORS FOR ADULT ED	300.00	1,156.07
40159540	01/18/2018	ASSOC. OF CALIF. SCHOOL ADMIN ATTN: MEMBERSHIP PROCESSING	01-5200	CHROMEBOOK AND GOOGLE USER MANAGEMENT SOFTWARE		520.20
				ACSA - SUPT SYMPOSIUM		698.00
40159541	01/18/2018	AT&T	01-5901	CALNET 3 PHONE SERVICE 2017-18 SCHOOL YEAR	2,127.96	
			01-8699	CALNET 3 PHONE SERVICE 2017-18 SCHOOL YEAR	623.82-	1,504.14
40159542	01/18/2018	BOARD OF EQUALIZATION	01-5800	DEC 2017 DIESEL FUEL TAX		80.34
40159543	01/18/2018	CENTER FOR EVALUATION AND RESEARCH, LLC.	01-5800	ASSETS/CORE EVALUATION SVCS 2017-2018		4,375.00
40159544	01/18/2018	CORNING UNION HIGH SCHOOL	76-9212	REIMB REVOLV ALBEE STIPEND		354.45
40159545	01/18/2018	FRANCHISE TAX BOARD	01-5800	FEDERAL TAX PMT		10.00
40159546	01/18/2018	GREAT AMERICA FINANCIAL SERVICES CORPORATION	01-7438	PHONE SYSTEM LEASE 2017-18	371.92	
			01-7439	PHONE SYSTEM LEASE 2017-18	992.32	1,364.24
40159547	01/18/2018	P G & E	01-5503	1469483914-4 RFARM ELECTRIC 2017-18 SCHOOL YEAR	156.94	
				6939801749-6 TRANS GAS/ELECTRIC 2017-18	170.79	
			01-5504	6939801749-6 TRANS GAS/ELECTRIC 2017-18	222.25	
			19-5503	1427817250-8 & 0085264916-9 RANCH ELECTRIC 2017-18	533.50	1,083.48
40159548	01/18/2018	PITNEY BOWES PURCHASE POWER POSTAGE	01-5904	POSTAGE FEES 2017-18 SCHOOL YEAR		500.00
40159549	01/18/2018	RICOH USA, INC.	11-5620	72073-1021451ML ADULT ED COPIER LEASE		149.78
40159550	01/18/2018	U.S. BANK EQUIPMENT FINANCE	01-5620	CTE COPY CENTER RICOH COPIER PAYMENT 2017-18		887.05

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ESCAPE

ONLINE

Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40159785	01/23/2018	A-Z BUS SALES	01-4300	BUS 21 TRANSPORTATION OPEN PO 2017-18	90.76	
				BUSES TRANSPORTATION OPEN PO 2017-18	186.74	
40159786	01/23/2018	MICHAEL A. ALBEE	01-5202	DECEMBER 2017 MILEAGE	.55-	276.95
40159787	01/23/2018	AMAZON CAPITAL SERVICES, INC	01-4200	LIBRARY BOOKS	65.05	26.54
			01-4300	ASSETS- RECREATION SUPPLIES	468.15	
				CARDINAL NEST POS ITEMS	455.42	
				HEALTH EQUIPMENT	100.20	
				NETWORK CABLING TOOLS	13.02	
				Supplies	38.87	
40159788	01/23/2018	AMERIGAS	01-5504	TECH SUPPLIES	232.44	1,373.15
40159789	01/23/2018	AMERIPRIDE UNIFORMS SERVICES	01-5500	PROPANE	526.40	240.44
				M&O LAUNDRY SERVICE CUSTODIAL 2017-18 SCHOOL YEAR		
				TRANS LAUNDRY SERVICE 2017-18 SCHOOL YEAR	198.22	
40159790	01/23/2018	JASON A. ARMSTRONG	01-5508	M&O LAUNDRY SERVICE UNIFORMS 2017-18 SCHOOL YEAR	733.14	1,457.76
			01-5200	AERIES SCHED CONF REDDING 02/05/18 MEALS	36.00	
			01-5202	NOV & DEC 2017 MILEAGE	145.84	
			01-5211	AERIES SCHED CONF REDDING 02/05/18 MILEAGE	52.76	
40159791	01/23/2018	BAKER DISTRIBUTING COMPANY	11-5211	NOV & DEC 2017 MILEAGE	76.51	311.11
			01-4300	BLANKET II 2017/18 HVAC/ELECTRICAL ITEMS	201.62	
				Unpaid Sales Tax	.47-	201.15
40159792	01/23/2018	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505	OPEN PO 17-18 PEST CONTROL		350.00
40159793	01/23/2018	MAYRA Y. BOGARIN	01-5200	AERIES SCHED CONF REDDING 02/05/18 MEALS		36.00
40159794	01/23/2018	CALIFORNIA STATE UNIV, CHICO FFA FIELD DAY	01-5800	FFA CHICO FIELD DAY		145.00
40159795	01/23/2018	CARDINAL COPY CENTER	01-4300	PHYSICAL EDUCATION UNIFORMS		352.00
40159796	01/23/2018	JARED K. CAYLOR	01-5200	ACSA SYMP MONTEREY 1/22/18 MEALS	104.00	
			01-5202	DECEMBER 2017 MILEAGE	45.59	
			01-5211	ACSA SYMP MONTEREY 1/22/18 MILEAGE	293.21	
				DECEMBER 2017 MILEAGE	53.18	495.98
40159797	01/23/2018	CDW GOVERNMENT	01-4300	OUTLET STRIPS	156.24	

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Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40159797	01/23/2018	CDW GOVERNMENT	01-4400	CHROMEBOOK CARTS	21,455.44	
			01-5833	H WING COMPUTER OFFICE LICENSES	1,008.00	
				VMWARE SUPPORT RENEWAL	4,479.00	
40159798	01/23/2018	CHICO CERAMICS CENTER	01-6400	ATP NETWORK BRIDGE SWITCHES	1,377.05	28,475.73
40159799	01/23/2018	CITY OF CORNING	01-4300	CLAY		190.99
			01-5502	COR0037 & COR0176 CENT WATER/SEWER	385.18	
				COR0154 & COR0194 CUHS WATER/SEWER	2,847.23	
				COR0157 TRANS WATER/SEWER 2017-18	53.98	
40159800	01/23/2018	COASTAL BUSINESS SYSTEMS, INC.	01-5600	2017-18 AIRPORT LEASE AGREEMENT	1,800.00	5,086.39
			01-5620	THREE COPIER PAYMENTS 2017-18 SCHOOL YEAR		3,462.39
40159801	01/23/2018	CONSOLIDATED ELECTRICAL DIST.	01-4300	LIGHTING/ELECTRICAL PARTS 2017/18	60.31	
				Unpaid Sales Tax	.14	60.17
40159802	01/23/2018	CORNING ACE HARDWARE	01-4300	2017/18 MAINTENANCE ACE (ADDITIONAL FUNDS)	117.33	
40159803	01/23/2018	CORNING LUMBER COMPANY	01-4300	RFARMHOUSE SUPPLIES	17.44	134.77
				CENT OPEN PO CORNING LUMBER 2017/18 MAINTENANCE	184.62	
				CREDIT OPEN PO CORNING LUMBER 2017/18 MAINTENANCE	36.10	
				OPEN PO CORNING LUMBER 2017/18 MAINTENANCE	635.06	
				SHOP FORK LIFT	5.92	
40159804	01/23/2018	CSM CONSULTING, INC	19-4300	RODGERS RANCH 654 CREEK PROJECT	25.52	815.02
40159805	01/23/2018	DL FIRE PROTECTION	01-5800	ERATE CONSULTING SERVICES		1,250.00
			01-5600	CENT OPEN PO 2017/18 N.FIRE PROTECTION MAINTENANCE	125.00	
				OPEN PO 2017/18 N.FIRE PROTECTION MAINTENANCE	170.00	295.00
40159806	01/23/2018	DM TECH	01-5903	CTE IG RODGERS RANCH WIFI		228.90
40159807	01/23/2018	STEVE D. EBELL	01-4300	REIMB BIP SNACKS R18-00213		64.08
40159808	01/23/2018	EWING IRRIGATION	19-4300	OPEN PO EWING 2017/18 RANCH	118.22	
				Unpaid Sales Tax	.27	117.95
40159809	01/23/2018	GREEN WASTE OF TEHAMA	01-5506	4018-2763626 R-FARM WASTE 2017-18 SCHOOL YEAR		112.15

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Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40159810	01/23/2018	HUE & CRY INC.	01-5507	ALARM/FIRE SERVICE 2017-18 SCHOOL YEAR		1,208.24
40159811	01/23/2018	HUNT & SONS, INC	01-4311	GASOLINE	1,726.01	
40159812	01/23/2018	IEC POWER, LLC	01-4312	DIESEL	2,604.03	4,330.04
40159813	01/23/2018	JIMMY'S CUSTOM TROPHIES	01-5699	MAINT SOLAR PANEL SERVICE 2017-18 SCHOOL YEAR		1,147.37
40159814	01/23/2018	JOSTENS	01-4300	NAME PLATE - SUPT J CAYLOR	30.12	
40159815	01/23/2018	KIMBALL MIDWEST	01-4300	NAME PLATE J ARMSTRONG	30.12	
40159816	01/23/2018	SHAWNI MCBRIDE	01-5800	DISTRICT DIPLOMA COVERS	.28-	59.96
40159817	01/23/2018	MCCOY'S HARDWARE & FARM SUPPLY	01-5200	KIMBALL MIDWEST BLANKET 2018 M&O SHOP HARWARE	672.70	1,165.80
40159818	01/23/2018	MT. SHASTA SPRING WATER CO.INC	01-4300	AP PRO DEV RICHMOND 02/10/18 MEALS	1.49-	671.21
40159819	01/23/2018	NOR-CAL TOILET RENTALS	01-5600	AP PRO DEV RICHMOND 02/10/18 MILEAGE	30.00	
40159820	01/23/2018	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300	2017/18 MAINTENANCE ACE (ADDITIONAL FUNDS)	170.04	200.04
40159821	01/23/2018	NORTHERN FIRE PROTECTION NICOLINO CLEMENTE	01-5600	OPEN PO MCCOY'S 2017/18 MAINTENANCE ADDED FUNDS	321.52	
40159822	01/23/2018	OFFICE DEPOT	01-4300	OPEN PO MCCOY'S HARDWARE 2017/18 RANCH	3.87	338.94
40159823	01/23/2018	OLIVE CITY AUTO PARTS DERODA.INC	01-4300	1191151-2 I-2 OFFICE WATER OPEN PO 2017-18	32.15	
				TRANS WATER SERVICE 2017-18 SCHOOL YEAR	23.19	55.34
				CUHS SOCCER/TENNIS RENTAL 2017-18 SCHOOL YEAR	86.52	
				TRANS-STAGE COACH RD 2017-18 SCHOOL YEAR	148.65	235.17
				BUS 21 TRANSPORTATION OPEN PO 2017/18	24.48	
				BUSES TRANSPORTATION OPEN PO 2017/18	427.31	451.79
				OPEN PO 2017/18 N.FIRE PROTECTION MAINTENANCE		1,189.50
				OFFICE SUPPLIES	36.33	
				OFFICE SUPPLIES FOR DEPARTMENT	365.70	402.03
				BATTERY FOR STOCK Materials/Supplies	121.24	

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Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40159823	01/23/2018	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	BPO NAPA AUTO 2017/18 TRANS PURCHASES FOR M&O	36.32	
				BUS 22 Materials/Supplies	177.56	
				BUS 24 Materials/Supplies	196.50	
				BUS 25 Materials/Supplies	278.84	
				BUSES Materials/Supplies	7.24	
				CREDIT Materials/Supplies	136.30-	
				CREDIT TRANSPORTATION OPEN PO 2017-18	36.32-	
				M&O CARTS BPO NAPA AUTO 2017/18 TRANS PURCHASES FOR M&O	49.81	
				SHOP Materials/Supplies	270.10	
				TRANS # 22 Materials/Supplies	21.74	
				WIPER BLADES Materials/Supplies	91.44	1,078.17
40159824	01/23/2018	P G & E	01-5503	6274316218-2 CUHSD/TRANS/CENT ELEC/GAS 2017-18	2,845.56	
			01-5504	6274316218-2 CUHSD/TRANS/CENT ELEC/GAS 2017-18	5,850.79	8,696.35
40159825	01/23/2018	P&A ADMINISTRATIVE SERVICES	01-5800	FSA TERMINATION FEE		1,093.50
40159826	01/23/2018	PIERCE HIGH SCHOOL	01-5800	FFA PIERCE FIELD DAY		210.00
40159827	01/23/2018	RAY MORGAN COMPANY	01-4300	CTE Copy Center	278.20	
			01-5620	16-17 MAINT AGREEMENT CANON & RICOH	1,156.97	
				Unpaid Sales Tax	1.29-	1,433.88
40159828	01/23/2018	REBECCA RASMEN	13-8634	REFUND FOOD SERVICES		36.00
40159829	01/23/2018	RED BLUFF/NORTH VALLEY FENCE	01-5800	FENCING FOR VANS @ TRANSPORTATION RED BLUFF FENCE	5,346.67	
				Unpaid Sales Tax	119.76-	5,226.91
40159830	01/23/2018	CASSIE A. RIDDLE	01-5200	AERIES SCHED CONF REDDING 02/05/18 MEALS		36.00
40159831	01/23/2018	SAC-VAL JANITORIAL SUPPLY	01-4300	OPEN PO SAC VAL 2017/18 CUSTODIAL		510.74
40159832	01/23/2018	TECHMART COMPUTER PROD. INC. SCHOOLMART	01-4300	replacement calculators	359.87	
				Unpaid Sales Tax	24.51-	335.36
40159833	01/23/2018	TEHAMA CO DEPT OF AGRICULTURE DIVISION OF WEIGHTS & MEASURES	01-5800	RFARM SCALE CERTIFICATION		273.30
40159834	01/23/2018	TEHAMA TIRE SERVICE INC	01-4300	BUSES POWDER COAT TRANSPORTATION OPEN PO TIRES 2017-18	150.50	

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Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40159834	01/23/2018	TEHAMA TIRE SERVICE INC	01-4313	TIRES BUS 21 TRANSPORTATION OPEN PO TIRES 2017-18	709.39	859.89
40159835	01/23/2018	MARIA T. TENA	11-5211	DECEMBER 2017 MILEAGE		51.79
40159836	01/23/2018	TKO ELECTRONICS, INC	01-4400	PCS FOR H-2 AND H-3		4,635.41
40159837	01/23/2018	CLEMENTINA TORRES	01-5200	AERIES SCHED CONF REDDING 02/05/18 MEALS		36.00
40159838	01/23/2018	CHARLES D. TROUGHTON	01-5202	DECEMBER 2017 MILEAGE		22.47
40159839	01/23/2018	U.S. BANK EQUIPMENT FINANCE	01-5620	CTE COPY CENTER CANON COPIER PAYMENT 2017-18		563.99
40159840	01/23/2018	U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	PHONE SERVICE 149142 2017-18 SCHOOL YEAR		482.05
40159841	01/23/2018	UC REGENTS JAMIE DEHN	01-5800	FFA FIELD DAY DAVIS		308.00
40159842	01/23/2018	VALLEY IND. COMMUNICATIONS	01-5900	TRANS COMMUNICATIONS - ROUND MTN & SOUTHFORK		225.00
40159843	01/23/2018	W.W. GRAINGER, INC.	01-4300	2017/18 MAINTENANCE	599.08	
40159844	01/23/2018	SHARLET G. WAGNER	01-5202	CENT 2017/18 MAINTENANCE	116.37	715.45
40159845	01/23/2018	WASTE MANAGEMENT	01-5506	DECEMBER 2017 MILEAGE		12.84
				13-88262-43003 CUHS GARBAGE 2017-18	1,383.00	
				4-02058-55008 CENT GARBAGE 2017-18 SCHOOL YR	417.28	
				4-02058-65006 CUHS GARBAGE 2017-18	126.53	
				4-02059-15006 TRANS GARBAGE 2017-18 SCHOOL YR	22.02	1,948.83
Total Number of Checks					113	597,454.97

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL	92	155,302.48
11	ADULT EDUCATION	4	428.08
13	CAFETERIA SPEC REV	13	16,793.34
14	DEFERRED MAINTENANCE	1	14,650.00
19	FOUNDATION SPECIAL	5	877.95
21	BUILDING FUND	5	246,360.62
76	WARRANT/PASS-THRU	2	163,195.55

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Checks Dated 01/01/2018 through 01/31/2018

Board Meeting Date February 15, 2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	113			597,608.02
		Less Unpaid Sales Tax Liability				153.05
		Net (Check Amount)				597,454.97

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Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
10/17/2017	1729 101717 SAVMOR	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	63.58
10/11/2017	2029 101117 USPS	B18-00158	DISTRICT POSTAGE	10.49
10/12/2017	2029 101217 USPS	B18-00158	DISTRICT POSTAGE	7.14
10/18/2017	2029 101817 DOUBLE		ESCAPE CONF 10/18/17 SACRAMENTO	149.07
09/22/2017	3114 092217 AMAZON	P18-00128	PROMISE NEIGHBORHOOD GRANT	86.99
09/25/2017	3114 092517 AMAZON	P18-00135	CTE MANUFACTURING SUPPLIES	131.22
09/27/2017	3114 092717 AMAZON	P18-00139	CLASSROOM BOOKS-PETERSON	370.30
09/27/2017	3114 092717 DOLLART	B18-00152	ATP SUPPLIES SAV MOR/SAFEWAY/DOLLAR TREE	29.32
09/27/2017	3114 092717 SPNMANH	R18-00351	Music Stands and Racks	3,930.98
09/28/2017	3114 092817 AMAZON	R18-00442	AMAZON ORDERS (3) CAL CARD MAINT. 9/28/17	494.51
09/28/2017	3114 092817 CC	B18-00160	ASSETS- COFFEE CART OPERATIONS	168.28
09/30/2017	3114 093017 AMAZON	P18-00138	SPANISH BOOKS	5.99
09/30/2017	3114 093017 AMAZON2	P18-00138	SPANISH BOOKS	9.43
10/02/2017	3114 100217 SAFEWAY	R18-00211	J2 FOOD, CLEANING SUPPLIES	37.90
10/02/2017	3114 100217 SAFEWAY2	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	76.48
10/02/2017	3114 100217 WALMART	P18-00126	DRESS CODE VIOLATION SHIRTS	62.05
10/03/2017	3114 100317 AMAZON	P18-00138	SPANISH BOOKS	234.11
10/03/2017	3114 100317 AMAZON2	P18-00138	SPANISH BOOKS	14.18
10/03/2017	3114 100317 AMAZON3	R18-00442	AMAZON ORDERS (3) CAL CARD MAINT. 9/28/17	36.41
10/03/2017	3114 100317 BANDSH	P18-00148	ASSETS- Color Guard	88.60
10/04/2017	3114 100417 AMAZON	P18-00160	LIBRARY BOOKS	23.13
10/04/2017	3114 100417 AMAZON2	R18-00442	AMAZON ORDERS (3) CAL CARD MAINT. 9/28/17	46.88
10/05/2017	3114 100517 AMAZON	P18-00160	LIBRARY BOOKS	123.92
10/05/2017	3114 100517 AMAZON2	P18-00140	STARS- FAMILY LITERACY	180.03
10/05/2017	3114 100517 AMAZON3	P18-00160	LIBRARY BOOKS	26.68
10/05/2017	3114 100517 AMAZON4	R18-00360	KEYBOARD & MOUSE TRAY/AMAZON	64.64
10/06/2017	3114 100617 AMAZON	P18-00161	Classroom Books for Peterson Eng IV NF	145.26
10/06/2017	3114 100617 AMAZON2	P18-00149	COPY CENTER	12.95
10/09/2017	3114 100917 AMAZON	R18-00357	U.S. HISTORY DVD SET/AMAZON	23.60
10/11/2017	3114 101117 AMAZON	R18-00384	CTEIG Tools Farm Power	497.72
10/11/2017	3114 101117 AMAZON2	R18-00415	PROMISE NEIGHBORHOOD GRANT AMAZON	21.47
10/14/2017	3114 101417 AMAZON	R18-00412	CONFERENCE ROOM TABLE OUTLET STRIP	36.23
10/14/2017	3114 101417 AMAZON2	R18-00399	ENGLISH - CHROMEBOOK CHARGER CART #8	20.37
10/15/2017	3114 101517 AMAZON	P18-00160	CREDIT LIBRARY BOOKS	23.13-
09/28/2017	3130 092817 REPLACE	R18-00352	REPLACEMENT CHROMEBOOK KEYS BURAN	11.95
10/03/2017	3130 100317 PLURAL	R18-00303	PLURALSIGHT ONLINE TRAINING LIBRARY	299.00
10/10/2017	3130 101017 HYATT	R18-00383	HOTEL FOR AERIES CONFERENCE	389.60

Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
10/10/2017	3130 101017 HYATT2	R18-00383	HOTEL FOR AERIES CONFERENCE	389.60
09/26/2017	3148 092617 FLASH		FLASH WORKSHOP INSPIRE - SCHREIBER	74.84
10/05/2017	3148 100517 HOMED	R18-00345	HOME DEPOT ART SUPPLIES	124.51
10/10/2017	3148 101017 HYATT	R18-00243	LODGING - RIDDLE & BOGARIN AERIES USER CONF	194.80
10/10/2017	3148 101017 HYATT2	R18-00265	LODGING - FOLEY AERIES USER CONF	194.80
10/10/2017	3148 101017 HYATT3	R18-00243	LODGING - RIDDLE & BOGARIN AERIES USER CONF	219.13
10/12/2017	3148 101217 SAFEWAY	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	183.49
09/23/2017	5491 092317 AMAZON	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	235.99
09/24/2017	5491 092417 AMAZON	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	268.46
09/25/2017	5491 092517 AMAZON	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	1,086.12
09/28/2017	5491 092817 AMAZON	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	137.92
09/29/2017	5491 092917 DOLLART	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	26.94
09/30/2017	5491 093017 AMAZON	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	172.38
10/03/2017	5491 100317 VISTAPR	R18-00406	Business Card	31.49
10/04/2017	5491 100417 AMAZON4	B18-00149	CREDIT U.S BANK 2017-2018 SUPPLIES R:5310	521.44-
10/05/2017	5491 100517 CC	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	84.41
10/05/2017	5491 100517 CC2	B18-00135	CAFE CAL CARD FOOD 2017-2018 R:5310	256.50
10/05/2017	5491 100517 SAFEWAY	B18-00135	CAFE CAL CARD FOOD 2017-2018 R:5310	11.97
10/06/2017	5491 100617 SAFEWAY	B18-00135	CAFE CAL CARD FOOD 2017-2018 R:5310	23.84
10/10/2017	5491 101017 PAPA	P18-00256	PAPA MURPHY'S CAFE WELLNESS MEETING	54.00
10/17/2017	5491 101717 AMAZON	B18-00149	U.S BANK 2017-2018 SUPPLIES R:5310	689.52
09/23/2017	5779 092317 WALMART	B18-00120	ASSETS- MATERIALS	123.53
10/20/2017	5779 102017 ARC	B18-00113	ASSETS- CPR/ FIRST AID	95.00
10/20/2017	5779 102017 FOUND	R18-00244	ASSET SITE COORD. EXP LEARNING SYMP. REG/LODGING	50.00
10/21/2017	5803 102117 CRACKER	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	228.86
10/21/2017	5803 102117 VALLEY	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	58.76
10/21/2017	5803 102117 VALLEY2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	57.62
09/21/2017	6342 092117 SAFEWAY	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	72.08
09/22/2017	6342 092217 SAFEWAY	B18-00152	ATP SUPPLIES SAV MOR/SAFEMWAY/DOLLAR TREE	41.93
09/25/2017	6342 092517 DOLLAR	R18-00257	AG COSTA - DOLLAR TREE	47.41
09/27/2017	6342 092717 SAFEWAY	R18-00213	BIP FOOD	105.62
09/27/2017	6342 092717 SAFEWAY2	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	206.60
09/28/2017	6342 092817 HOMEDE	R18-00379	HOME DEPOT ATP SUPPLIES	775.75
09/28/2017	6342 092817 SAFEWAY	B18-00152	ATP SUPPLIES SAV MOR/SAFEMWAY/DOLLAR TREE	18.16
10/02/2017	6342 100217 UPS	R18-00387	Postage for Woodshop Return	30.50
10/05/2017	6342 100517 STARBUC	R18-00394	PN GRANT NAVIGATE	200.00
10/05/2017	6342 100517 SUBWAY	R18-00394	PN GRANT NAVIGATE	200.00

Payee	U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)		Check Date	12/12/2017	Check #	40157840
	P.O. BOX 790428		Register	000632	(continued)	
	ST. LOUIS, MO 63179-0428				ReqPay04a - A/P Check Attachment	
Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount		
10/05/2017	6342 100517 WALMART	R18-00394	PN GRANT NAVIGATE	200.00		

Payee **U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)**

P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Check Date **12/12/2017**

Register **000632**

Check # **40157840**

(continued)

ReqPay04a - A/P Check Attachment

Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
10/06/2017	6342 100617 JWPEPPE2	R18-00373	Music for Band and Choir	.08
10/06/2017	6342 100617 JWPEPPER	R18-00373	Music for Band and Choir	460.39
10/09/2017	6342 100917 CC	B18-00160	ASSETS- COFFEE CART OPERATIONS	119.60
10/12/2017	6342 101217 DOLLART	B18-00152	ATP SUPPLIES SAV MOR/SAFEWAY/DOLLAR TREE	5.49
10/12/2017	6342 101217 SAFEWAY	B18-00152	ATP SUPPLIES SAV MOR/SAFEWAY/DOLLAR TREE	44.02
10/19/2017	6342 101917 FEDEX	B18-00158	DISTRICT POSTAGE	48.62
10/20/2017	6342 102017 SAFEWAY	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	123.77
09/27/2017	8280 092717 VANELIS	B18-00092	ASSET VANELI'S SUPPLIES-CORE	132.75
09/30/2017	8280 093017 HOUGH		SP ED ASSESMENT	409.38
09/30/2017	9028 093017 WEAVER		FUEL FOR DIST VEHICLE - CROSS COUNTRY	40.00
09/30/2017	9028 093017 WEAVER2		FUEL FOR DIST VEHICLE - CROSS COUNTRY	40.02
Number of Items			86	15,782.54

ReqPay04a

Check Register

Register 000632 - 12/12/2017

Bank Account COUNTY - COUNTY

Number	Amount Status	Fund	Cancel Register Id	Payee
40157840	15,782.54 Cleared	01		U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)

15,782.54

Number of Items 1 Totals for Register 000632

2018 FUND-OBJ Expense Summary / Register 000632

01-4200	1,542.88	
01-4300	8,609.20	
01-4400	494.51	
01-5200	1,661.84	
01-5719	95.00	
01-5800	724.26	
01-5904	96.75	
01-9110*		13,224.44-
Totals for Fund 01	13,224.44	13,224.44-
13-4300	2,211.79	
13-4307	54.00	
13-4700	292.31	
13-9110*		2,558.10-
Totals for Fund 13	2,558.10	2,558.10-
Totals for Register 000632	15,782.54	15,782.54-

* denotes System Generated entry

Net Change to Cash 9110

15,782.54- Credit

Selection

Sorted by Check Number, Include Address:No, Filtered by (Org = 905, Starting Check Number = 40157840, Ending Check Number = 40157840, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

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905 - Corning Union High School

Generated for CHRISTINE TOWNE (CTOWNE), Feb 9 2018

8:59AM

2018 FUND-OBJ Expense Summary / Register 000632 (continued)

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Payee
U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Check Date 01/11/2018
Register 000640

Check # 40159222

ReqPay04a - A/P Check Attachment

Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
11/09/2017	1729 1109 SAFEWAY	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	71.19
11/14/2017	1729 1114 SAVMOR	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	33.26
10/26/2017	3114 1026 AMAZON	R18-00442	CREDIT AMAZON ORDERS (3) CAL CARD MAINT. 9/28/17	395.60-
11/08/2017	3114 1108 DICKENS	P18-00207	DICKENS FAIR ENG IV NF	400.00
11/04/2017	3130 1104 UPS	R18-00470	UPS SHIPPING FOR IPAD SCREEN REPAIR	12.27
11/07/2017	3130 1107 LUSTRE	R18-00476	ANODIZED ALUMINUM ASSET TAGS	421.49
11/03/2017	3148 1103 TRAILSIDE	R18-00289	CATA FALL CONF LODGING 11/3/17 - 11/4/17	154.00
11/03/2017	3148 1103 TRAILSIDE2	R18-00428	CATA FALL CONF LODGING 11/3/17 - 11/4/17 SAFFORD	143.00
11/06/2017	3148 1106 CBDACALIF	R18-00489	CA ALL STAR MUSIC CONF SAN JOSE 2/15/18	190.00
11/06/2017	3148 1106 WESTERN	R18-00490	WIBC BAND CONF SEATTLE WA 11/17/17 -11/20/17	210.00
10/23/2017	4901 1023 NEWMAN	R18-00435	CAL CARD (NEW MANAGEMENT) LOCK BLOCKS	126.56
10/27/2017	5491 1027 AMAZON	B18-00143	CAFE CAL CARD AMAZON SUPPLIES 2017-2018 R:5320	362.04
10/27/2017	5491 1027 AMAZON2	B18-00143	CAFE CAL CARD AMAZON SUPPLIES 2017-2018 R:5320	344.76
11/09/2017	5779 01109 WALMART	B18-00120	ASSETS- MATERIALS	254.30
10/23/2017	5779 1023 AMAZON	P18-00140	STARS- FAMILY LITERACY	677.76
10/24/2017	5779 1024 USPS	B18-00158	DISTRICT POSTAGE	6.65
10/25/2017	5779 1025 ARC	B18-00113	ASSETS- CPR/ FIRST AID	76.00
11/01/2017	5779 1101 C&C	B18-00160	ASSETS- COFFEE CART OPERATIONS	88.45
11/01/2017	5779 1101 COSTCO	B18-00120	ASSETS- MATERIALS	37.78
11/07/2017	5779 1107 ACT	P18-00210	ASSET BOOST CONF 5/1/18 PALM SPRINGS	495.00
11/07/2017	5779 1107 SOUTHW	P18-00210	ASSET BOOST CONF 5/1/18 PALM SPRINGS	202.96
11/13/2017	5779 1113 CC	B18-00160	ASSETS- COFFEE CART OPERATIONS	127.76
11/14/2017	5779 1114 WALMART	B18-00120	ASSETS- MATERIALS	14.59
11/14/2017	5779 1114 WALMART2	B18-00120	CREDIT ASSETS- MATERIALS	21.31-
10/22/2017	5803 1022 SANTAFE	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	304.77
10/23/2017	5803 1023 DAYS INN2	R18-00409	AG INC-FFA NAT FFA CONV LODGING NASHVILLE	290.79
10/23/2017	5803 1023 DAYS INN	R18-00409	AG INC-FFA NAT FFA CONV LODGING NASHVILLE	290.79
10/23/2017	5803 1023 DAYS INN3	R18-00409	AG INC-FFA NAT FFA CONV LODGING NASHVILLE	290.79
10/23/2017	5803 1023 DAYS INN4	R18-00409	AG INC-FFA NAT FFA CONV LODGING NASHVILLE	290.79
10/23/2017	5803 1023 LOVES	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	64.08
10/23/2017	5803 1023 LOVES2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	50.00
10/23/2017	5803 1023 PREMIER	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	13.00
10/23/2017	5803 1023 REPMIER2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	13.00
10/23/2017	5803 10236 JETS PIZ	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	63.05
10/24/2017	5803 1024 BUFFALO	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	264.88
10/24/2017	5803 1024 HENRY	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	114.00
10/25/2017	5803 1025 HILLERICH	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	127.00

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Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
10/25/2017	5803 1025 HOLIDAY	R18-00404	AG INC-FFA NAT FFA CONV LODGING LEXINGTON	371.31
10/25/2017	5803 1025 HOLIDAY2	R18-00404	AG INC-FFA NAT FFA CONV LODGING LEXINGTON	371.31
10/25/2017	5803 1025 HOLIDAY3	R18-00404	AG INC-FFA NAT FFA CONV LODGING LEXINGTON	371.31
10/25/2017	5803 1025 HOLIDAY4	R18-00404	AG INC-FFA NAT FFA CONV LODGING LEXINGTON	371.31
10/25/2017	5803 1025 KY DERBY	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	176.00
10/25/2017	5803 1025 MONTANA	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	225.38
10/25/2017	5803 1025 SHELL	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	52.09
10/25/2017	5803 1025 SHELL2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	57.81
10/26/2017	5803 1026 OLIVE	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	114.36
10/26/2017	5803 1026 OLIVE2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	73.32
10/26/2017	5803 1026 OLIVE3	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	67.45
10/26/2017	5803 1026 OLIVE4	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	78.59
10/27/2017	5803 1027 EL JEFE	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	174.83
10/27/2017	5803 1027 INDIANA	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	258.78
10/27/2017	5803 1027 INDIANA2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	68.94
10/27/2017	5803 1027 THORTONS	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	71.05
10/27/2017	5803 1027 THORTONS2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	76.54
10/28/2017	5803 1028 FOXS	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	48.94
10/28/2017	5803 1028 HOLIDAY	R18-00003	FFA NAT CONV 10/25-10/27/17-LODGING EDINBURGH, IN	423.33
10/28/2017	5803 1028 HOLIDAY2	R18-00003	FFA NAT CONV 10/25-10/27/17-LODGING EDINBURGH, IN	423.33
10/28/2017	5803 1028 HOLIDAY3	R18-00003	FFA NAT CONV 10/25-10/27/17-LODGING EDINBURGH, IN	423.33
10/28/2017	5803 1028 HOLIDAY4	R18-00003	FFA NAT CONV 10/25-10/27/17-LODGING EDINBURGH, IN	423.33
10/28/2017	5803 1028 TACO BELL	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	45.26
10/29/2017	5803 1029 GRUHN	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	10.00
10/29/2017	5803 1029 GRUHN2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	10.00
10/29/2017	5803 1029 OPRYLAND	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	180.00
10/29/2017	5803 1029 RYMAN	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	244.40
10/29/2017	5803 1029 SAC AIR	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	90.00
10/29/2017	5803 1029 SAC AIR2	R18-00410	AG INC-FFA NAT FFA CONV 10/21/17 TOURS/FUEL/MEALS	90.00
10/23/2017	6342 1023 CC	R18-00213	BIP FOOD	42.16
10/23/2017	6342 1023 CC2	B18-00160	ASSETS- COFFEE CART OPERATIONS	153.08
10/23/2017	6342 1023 SAVMOR	R18-00213	BIP FOOD	47.16
10/25/2017	6342 1025 SAFEWAY	R18-00211	J2 FOOD, CLEANING SUPPLIES	274.34
10/25/2017	6342 1025 SAFEWAY2	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	107.31
11/01/2017	6342 1101 SAFEWAY	P18-00047	FOOD/CULINARY CLASS FOOD PURCHASE	142.43
11/03/2017	6342 1103 GLOBAL	R18-00469	SHASTA PATHWAY GRANT DOCCAM	1,442.47
11/14/2017	6342 1114 SAFEWAY	R18-00211	J2 FOOD, CLEANING SUPPLIES	72.51

Payee		U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)		Check Date	01/11/2018	Check #	40159222
		P.O. BOX 790428		Register	000640	(continued)	
		ST. LOUIS, MO 63179-0428		ReqPay04a - A/P Check Attachment			

Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
10/27/2017	8280 1027 VANELIS	B18-00092	ASSET VANELI'S SUPPLIES-CORE	172.35

Payee
U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Check Date 01/11/2018
Register 000640

Check # 40159222

(continued)

ReqPay04a - A/P Check Attachment

Invoice Date	Invoice Number	Reference Number	Comment	Invoice Amount
11/05/2017	8280 1105 TJMAX	R18-00479	LITERACY BASKET	70.71
11/05/2017	8280 1105 TUESD	R18-00479	LITERACY BASKET	15.70
11/16/2017	8280 1116 ASSOC	R18-00518	PN GRANT	42.46
11/16/2017	8280 1116 CELEST	R18-00518	PN GRANT	96.09
11/16/2017	8280 1116 WEEBLY	R18-00638	R FARMHOUSE WEBSITE SUBSCRIPTION	300.00

80

Number of Items

Check Amount

14,580.92

ReqPay04a

Check Register

Register 000640 - 01/11/2018

Bank Account COUNTY - COUNTY

Number	Amount Status	Fund	Cancel Register Id	Payee
40159222	14,580.92 Cleared	01		U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)

Number	Amount Status	Fund	Cancel Register Id	Payee
40159222	14,580.92 Cleared	01		U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)

14,580.92

Number of Items

1 Totals for Register 000640

2018 FUND-OBJ Expense Summary / Register 000640

01-4200	677.76	
01-4300	2,466.37	
01-4400	1,046.87	
01-5200	1,394.96	
01-5800	8,269.24	
01-5904	18.92	
01-9110*		13,874.12-
Totals for Fund 01	13,874.12	13,874.12-
13-4300	706.80	
13-9110*		706.80-
Totals for Fund 13	706.80	706.80-
Totals for Register 000640	14,580.92	14,580.92-

* denotes System Generated entry

Net Change to Cash 9110

14,580.92- Credit

Selection

Sorted by Check Number, Include Address:No, Filtered by (Org = 905, Starting Check Number = 40159222, Ending Check Number = 40159222, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 =)

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905 - Corning Union High School

Generated for CHRISTINE TOWNE (CTOWNE), Feb 9 2018
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2018 FUND-OBJ Expense Summary / Register 000640 (continued)

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**Corning Union High School
Interdistrict Transfers
Districts of Choice**

2017-18 School Year -

Outgoing

Updated 12/7/17

Last Name	First	Grade	To	Code	Reason / Date
Allen	Katie	9th	Red Bluff	1	Pending RB's Approval
Avrit	Conner	12th	Hamilton High	1	Established 8/8/17
Avrit	Morgan	10th	Hamilton High	1	Established 8/8/17
Burrell	Deacon	9th	Los Molinos	1	Established 11/3/17
D/Andrea	Denny	11th	Los Molinos	1	Established 9/13/17
Drake	Jillian	11th	Orland Unified	1	Pending Orland's Approval
Draper	Haden Vyns	9th	Red Bluff	1	Pending RB's Approval
Engel	Rylee	9th	Hamilton Unified	1	Established 8/28/17
Farias	Adrian	12th	Chico Unified	1	Established 7/31/17
Favela	Yahid	11th	Red Bluff	1	Established 10/26/17
Gibson	Aniyah	12th	Los Molinos	1	Denied per LM 8/15/17
Graciano	Ulises	12th	Los Molinos	1	Established 8/16/17
Gruenwald	Tate	10th	Hamilton High	1	District of Choice Established 12/17/14- NOT ENROLLED
Gruenwald	Wade	9th	Hamilton High	1	District of Choice Established 9/16/15 2016-20 NOT ENROLLED
Herrera	Cesar	9th	Orland Unified	1	Established 8/14/17
Haro-Mendoza	Lisette	9th	Hamilton High	1	Established 3/15/17
Johnson	Cort	10th	Hamilton High	1	District of Choice Established 10/2/15 NOT ENROLLED
Johnston	Charliegh	11th	Los Molinos	1	Established 8/14/17
Johnston	Cordell	11th	Los Molinos	1	Established 8/14/17
Jones	Sadee	11th	Red Bluff	1	Established 8/3/16
Lomeli	Samara	9th	Orland Unified	1	Established 7/10/17
Lowen	Hannah	9th	Shasta Union High	1	District of Choice Established 12/7/16 NOT ENROLLED
Matlock	Preston	9th	Los Molinos	1	Denied per LM 8/15/17
Mills	Jason	9th	Red Bluff	1	Established 8/1/17

[illegible]

**Corning Union High School
Interdistrict Transfers
Districts of Choice**

2017-2018 School Year

Incoming

Updated 1/30/18

Last	First	Grade	From	Code	Reason / Date
Albers	Mitchell	12th	Red Bluff	1	Established 8/9/17
Albers	Tristan	12th	Red Bluff	1	Established 8/9/17
Ayers	Clint	ALL	Los Molinos	1	Established 5/3/17 for all remaining grade levels
Balmor	Brandon	12th	Los Molinos	1	Established 11/29/17
Cox	Clayton	9th	Los Molinos	1	Established 8/7/17
Delgado	Efrain	10th/11th	Red Bluff	1	Established 1/11/18
Garcia	Francisco	11th	Red Bluff	1	Established 1/11/18
Gonzalez	Andrea	9th	Orland	1	Established 8/18/17
Fry	Tyler	10th	Red Bluff	1	Established 1/27/17
Macias	Christopher	ALL	Los Molinos	1	Established 5/9/17 for all remaining grade levels
Mackintosh	David	10th	Red Bluff	1	Established 7/24/17
Mackintosh	Rebecca	12th	Red Bluff	1	Established 7/24/17
Matlock	Preston	9th	Los Molinos	1	Denied per LM 8/15/17
Mosier	Grover	9th	Red Bluff	1	Established 1/17/18
Olsen	Camren	12th	Chico Unified	1	Established 12/21/17
Ramey	Danika	10th	Orland	1	Established 8/15/17
Ramey	Julia	12th	Orland	1	Established 8/15/17
Reid	Clay	9th	Los Molinos	1	Established 8/14/17
Sanchez	Emely	9th	Los Molinos	1	Established 8/14/17
Sweringen	Max	9th	Chico Unified	1	Established 5/12/17
Vadney	Emily	11th	Los Molinos	1	Established 5/3/17
Valencia	Luis	11th	Red Bluff	1	Established 1/30/18
Velazquez-Cruz	Andrea	11&12	Orland	1	Established 4/26/17 for remaining grade levels- 17/18 & 18/19

Corning Union High School
Interdistrict Transfers
Districts of Choice

2018-2019 School Year

Incoming

Updated 1/11/18

Last	First	Grade	From	Code	Reason / Date
Delgado	Efrain	11th	Red Bluff	1	Established 1/11/18
Wilkins	Cooper	9th	Chico Unified	1	Established 12/20/17

Corning Union High School District

Human Resources Report

Board Meeting Date: 2/15/2018

<u>Action</u>	<u>Type</u>	<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Background</u>
Change	Probationary	Proctor, Dan	CTE Teacher - Construction Tech Woodshop	12/15/2017	Change from 7 hours IBI-Para at CENT to .33 FTE CTE Teacher and 4.5 hours IBI-Para at CENT
Change	Probationary	Martinez, Minerva	Health Aide	1/1/2018	Resigned from PN Project Assistant - Accepted Health Aide position: 7 hours, 182 days
New	Hourly	Martinez, Minerva	STAR Enrichment Facilitator	1/1/2018	Hourly/Timesheet Based Separate from regular assignment - Promise Neighborhood funded
Change	Position	Felton, Justine	Associate Principal I	2/1/2018	Replace Vacancy - 210 days, Column III
New Hire	Probationary	Torres, Joseph	Para Educator	1/30/2018	Replace Vacancy 182 days, Range 11, Step 1
New Hire	Probationary	Martinez, Andrea	Para Educator	1/22/2018	Replace Vacancy 182 days, Range 11, Step 3

Extra Duty/Temporary/Coaching Authorizations

<u>Effective</u>	<u>Type</u>	<u>Employee</u>	<u>Assignment</u>	<u>Terms</u>	<u>Additional Information</u>
1/30/2018	EXTRA DUTY	KEE, NOLAN	ADULT ED. TEACHER	HOURLY	2017/18 School Year, Adult Ed Pay Schedule
WINTER	EXTRA DUTY	STUDER, JOHN	LUNCH SUPERVISION	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	SCHLOM, DAVID	LUNCH SUPERVISION	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	MARTIN, BRAD	LUNCH SUPERVISION	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	WILKINS, KURT	BOY'S BASKETBALL	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	JOHNSON, JAMES	BOY'S BASKETBALL FROSH	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	STEARNS, JARED	BOY'S BASKETBALL FROSH ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	FARREL, ANDREW	CONCESSION COORD-BASKETBALL	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	ZUPPAN, KOL	GIRL'S BASKETBALL VARSITY	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	MARTINEZ, CLAUDIA	GIRL'S SOCCER ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	VANATTENHOVEN, CASEY	GIRL'S BASKETBALL ASST FROSH	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	MENDONSA, THOMAS	GIRL'S BASKETBALL ASST VARSITY	VOLUNTEER	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	EBELL, STEVE	GIRL'S BASKETBALL ASST VARSITY	STIPEND	NON-PAID
WINTER	EXTRA DUTY	BORER, NATALIE	GIRL'S BASKETBALL FROSH	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	EXTRA DUTY	PETERSON, SHERRI	GIRL'S BASKETBALL ASST JV	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	WHITE, AARON	GIRL'S BASKETBALL JV	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	PITNER, LES	BOY'S BASKETBALL ASST JV	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	GLOVER, LARRY	BOY'S BASKETBALL ASST VARSITY	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	LEQUIA, PAUL	BOY'S BASKETBALL JV	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	TORRES, VICTOR	BOY'S SOCCER	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	CASTRO, ADRIAN	BOY'S SOCCER ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	CURIEL, ED	GIRL'S SOCCER HEAD VARSITY	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	ZUPPAN, SHELBY	GIRL'S SOCCER ASST VARSITY	VOLUNTEER	NON-PAID
WINTER	WALK-ON	ROMERO, EUSEBIO	GIRL'S SOCCER VARSITY	VOLUNTEER	NON-PAID
WINTER	WALK-ON	JONES, DAN	WRESTLING	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	MIRANDA, ERIC	WRESTLING ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	NYE, GLENN	WRESTLING ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	BROWN, KODIE	WRESTLING ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	JACKSON, JOSH	WRESTLING ASST	STIPEND	PER CITA CONTRACT APPENDIX A-2
WINTER	WALK-ON	BENSON, LEE	WRESTLING ASST	VOLUNTEER	NON-PAID
WINTER	WALK-ON	DAUGHTERY, KEVIN	WRESTLING ASST	VOLUNTEER	NON-PAID

Corning Union High School District
Donation Report

Board Meeting: February 15, 2018

<u>Received From</u>	<u>Item</u>	<u>Reference</u>	<u>Amount / Value</u>	<u>Description</u>	<u>Purpose</u>
DHL Enterprises - Brightstar Healthcare - Donna Zimmerman	Statistics Panel	MPCW-6	\$9,000.00	Basketball/Volleyball statistics panel	Additon to current scoreboard in the gym

AMENDMENT TO AGREEMENT BETWEEN

Corning Union High School District

And

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

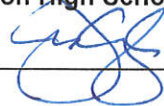
Corning Union High School District ("Partner") and SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT ("DISTRICT") entered into an agreement for the period of June 1st, 2015, through June 30, 2019, for services outlined in The **Secondary Partner Agreement** in alignment with the grant awarded from the California Department of Education, Career Pathways Trust. The following amendments shall be incorporated into said agreement as outlined below:

- 1) The California Department of Education has allowed the carry forward of funds for round two participants for an additional year. The ending date of the project shall change to **June 30, 2020** making the project five years in total.
- 2) All other terms of original agreement shall remain in force.

Corning Union High School District

By: _____

Title: _____


Superintendent

Date: _____

2/16/18



CORNING UNION HIGH SCHOOL DISTRICT

John Burch, District Superintendent

Board Members: Pauletta Bray, James Scott Patton, Jim Bingham, Todd Henderson, Ken Vaughan

SECONDARY PARTNER AGREEMENT

Corning Union High School District has agreed to be an active partner in the Northern California Pathways Project being submitted by the **Shasta-Tehama-Trinity Community College District**. The California Department of Education has allocated grant funding for a **California Career Pathways Trust (CCPT)** program that targets K-14 career pathways to provide students sequenced academic and career-based education and training aligned to current or emerging regional economic needs. Career pathway programs are designed to lead students to a postsecondary degree or certification in a high-skill, high-wage, and high-growth field. The overarching goal of the CCPT is to build robust partnerships among employers, schools, and community colleges to better prepare students for the 21st century workplace.

Shasta College is serving as the lead agency for a grant proposal along with several educational and business partners Shasta, Tehama, and Trinity counties. The proposed four-year project begins June 1, 2015. Our target pathways are:

Health Science

1. Patient Care
2. Healthcare Operational Support

Manufacturing and Product Development

1. Machining and Forming Technologies
2. Welding and Materials Joining

Corning Union High School District fully supports the Northern California Pathways Project and agrees to be an active, engaged partner for the entire four-year span of the grant and agrees to the following roles and responsibilities, contingent upon successful grant funding:

The following career pathways and number of students anticipated each year:

Pathway	#	2015-16	2016-17	2017-18	2018-19
Health-Patient Care		15	35	50	65
Healthcare Operational Support					
Machining and Forming Tech.					
Welding and Materials Joining		50	65	80	100

1. Commit to fully implement the career pathway program(s);
2. Participate in monthly collaborative Northern California Pathways Advisory Committee Meetings, to be documented through formal bylaws or other agreement, with Shasta College, other area high schools, local workforce boards, businesses, and any other community partners, and human service agencies.

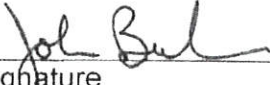
3. Develop a method or intermediary to link employers and educational institutions with work opportunities for students;
4. Develop a formal decision-making structure at the school site level, including identifying key leaders from each pathway sector;
5. Recruit a student cohort broadly representative of the overall school population, including all student subgroups, for enrollment in the career pathway;
6. Appoint a School Site Liaison with have demonstrated the ability to drive student outcomes; can provide the leadership skills essential for program success; and can integrate high school, college, and work-based learning experiences, and can represent the needs of all student subgroups;
7. Appoint a School Site Liaison to work on the career pathway program who have the authority to coordinate with Shasta College on the LEA's behalf;
8. Work with higher education, workforce development entities, and industry partners to develop seamless transitions for students into postsecondary education, employment, and or training;
9. Establish opportunities for all pathway students to:
 - ✓ Accelerate into community college courses while still in high school through dual or concurrent enrollment.
 - ✓ Participate in appropriately sequenced work-place experiences to make informed choices among postsecondary options.
 - ✓ Develop personal career readiness skills such as time management, collaboration, problem-solving, leadership, study skills, communication, and analytical skills, which are required for success in the workplace.
10. Provide relevant and ongoing professional development for administrators, and all participating teachers/instructors, including support and frequent opportunities for reflection and collaboration during the school year; and
11. Maximize available funding streams (in addition to the grant funding, to support the needs of participating students within the career pathway.

The total dollar value of the activities (in-kind contributions to the project) \$464,688

Contact Information:

Name: John Burch Title: Superintendent

Phone: 530-824-8000 Email: jburch@corninghs.org

 January 14, 2015

Signature Date

Memorandum of Understanding
2017 - 2022
Designated Subjects Adult and Career Technical Education Credentials Program

This Memorandum of Understanding (MOU), is entered into this 15th day of February, 2018 by and between the San Diego County Superintendent of Schools, herein called the "County" and Corning Union High School District herein called the "Contractor," who agrees to access the following services from the Superintendent.

SCOPE OF SERVICES

A. The County agrees to:

1. 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 and publicize annual Credential Advisory meeting.
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 (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 and submitting mentor logs to the Program Mentor Coordinator in September, March and June including information about progress toward competence.
 - e. Attend annual Credential Advisory meeting.
3. Provide staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
4. Ensure candidates complete a Program sponsored online Early Program Orientation within the first 30-days of employment.
5. Identify one (1) contact person as liaison with the County.

TOBACCO – FREE FACILITY

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

PERIOD OF MOU AND RENEWAL TERMS

This MOU shall be effective from 2/15/19 until **June 30, 2022** and is renewable by mutual written agreement.

CONTACT PERSONS

The contact person(s) for the County shall be:

Email: _____

Chris Reising, Director HR
6401 Linda Vista Road, Room 406
San Diego, CA 92111-7319
Telephone: (858) 292-3556
Email: creising@sdcoe.net

Credential Technician

Name, Title: _____

Address: _____

City, ST Zip: _____

Telephone: _____

Email: _____

Bryanna Norton, Coordinator, Teacher
Preparation and Support,
Designated Subjects
6401 Linda Vista Road, Room 103
San Diego, CA 92111-7319
Email: bryanna.norton@sdcoe.net

The contact(s) for CUHSD (Contractor) shall be:

Administrator
Name, Title: Jason Armstrong, Associate Principal
Address: 643 Blackburn Ave.
City, ST Zip: Corning, Ca 96021
Telephone: 530-824-8000
Email: jarmstrong@corninghs.org

Administrator
Name, Title: Jared Caylor, Superintendent
Address: 643 Blackburn Ave
City, ST Zip: Corning Ca 96021
Telephone: 530-824-8000

TERMINATION

This MOU may be terminated by either party by mutual agreement with thirty (30) days written notice.

OWNERSHIP OF DOCUMENTS OR WORK

Any documents are equally owned by the County and Contractor.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOU 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.

COMPLIANCE WITH THE LAW

The Contractor shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this MOU including, but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This MOU is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This MOU represents the entire agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU 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 MOU to be duly executed, such parties acting by their representative being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

Date

By (Authorized Signature)

Dr. Paul Gothold

Name (Type or Print)

San Diego County Superintendent of Schools

Title

Date

CONTRACTOR



By (Authorized Signature)

Jared Caylor

Name (Type or Print)

Superintendent

Title

CORNING UNION HIGH SCHOOL

OUR MISSION:

To develop students who are responsible, respectful and ready for all post-secondary opportunities they choose to pursue.

RESPONSIBLE RESPECTFUL READY



C A R D S



Critical Thinkers:

- Organize and process symbols, pictures, graphs, objects, and other information
- Develop higher level thinking skills from Bloom's Taxonomy (comparing, contrasting, analyzing, integrating, synthesizing, evaluating, etc.)
- Identify problems and consider ways to resolve them
- Explore, personalize, plan and prepare for post-secondary education

Articulate Communicators:

- Read and write purposefully and reflectively about ideas across the curriculum
- Express themselves appropriately through art, music, video, technology, etc.
- Practice reading, writing, listening and speaking skills through participation in student interactive literacy activities and other paired and small-group structures
- Communicate in complete sentences using the academic language of various subjects
- Learn to discuss different ideas, beliefs, and practices based on facts
- Speak within a group and to a variety of audiences

Responsible Citizens:

- Follow the guidelines and expectations within all school settings
- Participate actively in classrooms and other school functions
- Work collaboratively with others in pairs, small groups or on a team
- Exhibit a positive attitude and respectful behavior consistently across the campus to all members of the school community
- Contribute time, energy and talents to improve the quality of life through service within school and the larger community

Deliberate Learners:

- Build a growth mindset through hard work and persistence
- Establish learning goals in each classroom that are specific, measurable, attainable, results-based and time bound (S.M.A.R.T.)
- Consistently fulfill responsibilities and monitor progress toward learning goals in all aspects of life
- Practice the skills of learning through the processes of thinking, acquiring information, developing literacy, and utilizing technology
- Develop and sustain lifelong physical, social-emotional, and behavioral health
- Persevere in the struggle to understand challenging concepts

HOME OF THE CARDINALS

Northern California Writing Project

Professional Development

SCOPE OF WORK

The Northern California Writing Project agrees to provide Corning High School with professional development services for the 2017-2018 school year. The focus of the professional development will be to create a school-wide culture of argument. Certified Northern California Writing Project Teacher-Consultants will provide on-site professional development including instructional practices and strategies to promote student critical thinking and literacy across the curriculum. Additionally, NCWP Teacher-Consultants will lead Corning High School teachers through a Formative Assessment Protocol designed to inform teaching and measure student progress. Every effort will be made to integrate existing school district initiatives, i.e., ERWC, PLCs, and rollout of the new California History-Social Studies Frameworks. The professional development will take advantage of existing collaboration time and occur on one Monday a month, to be determined by Corning High School. The cost for the above-described professional development plan will be \$8,000.00. The detailed schedule of dates of professional development are subject to change, if mutually agreed upon by both the Northern California Writing Project and Corning High School District.

Schedule of Professional Development

Date	Topic	Hours
August 15, 2017	Introduction to Creating a Culture of Argument (Expectations and Instructional Strategies)	3.5
September 2017	Formative Assessment Protocol	1.5
October 2017	Instructional Strategies	1.5
Nov/Dec 2017	Formative Assessment Protocol	1.5
January 2018	Instructional Strategies	1.5
February 2018	Formative Assessment Protocol	1.5
March 2018	Instructional Strategies	1.5
April 2018	Formative Assessment Protocol	1.5
May 2018	Evaluation Overview and Next Steps	<u>1.5</u>
Total # of Professional Development Provided		<u>15.5</u>

Argument Writing & Making a Claim

What is a claim? Claim = A position (side of an issue) that can be argued or debated

Strong claims meet these tests:

- Is it an interesting topic?
- Can it be supported with recent credible evidence?
- Is it really an opinion and not a fact?

Other characteristics of a strong claim:

- Tells the author's position (pro or con)
- Is clear and specific
- Avoids terms such as "I think" or "I feel"
- Gets right to the point

A useful framework for making a claim:

[**WHO**] should/should not [**DO WHAT**] because [**WHY**]

Try to use an "umbrella" term that covers the major points you'll make instead of listing all of your evidence in your claim.

Strong example: Schools should increase physical education time because it improves health.

Weak example: Schools should increase physical education time because it helps us grow, makes our hearts pump faster, and sends oxygen to our brains.

IMPORTANT: Routine Argument Writing should be short, high-interest and low stakes.

There are lots of useful links and resources at the end of this document.

Routine Argument Writing Strategies and Ideas by Department

Career and Technical Education

★ *Possible Writing Prompts:*

- Would you rather be led or lead by action or by directive?
- Should you use plasma or O-A C?
- Would you choose SMAW or GMAW?
- Should I use GMAN vs. GTAW?
- Is climate change fact or fiction?
- Which is better soft skills or tangible skills?
- Should additives be used in our fuel?
- Justify your use of one tool vs. another.
- When building a countertop should you use a hardwood or a softwood?
- Metric vs. Standard Measurement
- Wood/Stick Framing vs. Metal Framing
- Apples vs. Oranges
- Do I need a recipe?
- What's in a Handshake?
- CNN = NEWS?
- Reflect/Defend Decisions for any project.

★ Use quick write and oral argument regularly and frequently.

★ Watch CNN for short period of time and list topics/issues, etc.

★ Adapt *Schedule of the Day* Routine Argument Writing Strategy to schedule for project completion, record of daily work, etc and have student reflect on progress or generate ideas for planning.

Math

★ Use oral arguments to justify why your answer is correct/incorrect.

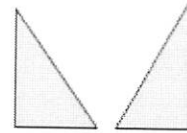
★ Argue your method of solving a problem.

★ Are all square rectangles; are all rectangles squares?

★ Use list strategy to identify real world applications of specific skills.

★ Show work; explain math problem and answer.

- ★ Answer the age old question "When am I ever going to use this?"
- ★ "Number Talks"
- ★ Argue for which congruence theorem best describes these two triangles:
- ★ Create an argument for your favorite polygon.



Language Arts

- ★ Introduce phrases/sayings prompts in Spanish
- ★ Use Spanish advertisements
- ★ Identify elements of argument in infographics.
- ★ Impromptu Speeches (Oral Arguments)
- ★ "Dear Customer Service" Letter - student choose random cards and over the course of 4 days complete each of the following:
 - Describe the object
 - Explain the problem with the object
 - Describe why/how the problem occurred.
 - Argue for your desired restitution.
- ★ List strategy - Identify 5 important things in your life and argue why they matter.
- ★ Being Bilingual is better than not being bilingual.
- ★ Use Music Videos for "Food for Thought" Writing prompts.
- ★ Practice with sentence templates to encourage respectful discourse.
- ★ Argue against a Quote or Image

History/Social Studies

- ★ "LIAR" - Student argue whether a statement is true/false.
- ★ Identify 3 pieces of information from an article or documentary and argue why they are important.

- ★ Students watch 5-15 minutes of news and identify interesting topics. Identify three topics they have the strongest opinions about. Use writing sprints for students to express opinions.
- ★ We should/should not eliminate the dress code?
- ★ Are the basic premises of American Democracy still valid?
- ★ Which amendment in the Bill of Rights is the most important to your life?
- ★ Listen/Read Declaration of Independence and Identify arguments made. (I've included a link to a dramatic reading of the Declaration of Independence.
- ★ Utilize music and listing topics strategy to introduce units.
- ★ Use lists to identify high interest, relevant social studies topics. For example,
 - 1 & 2 - Identify two major national political issues/events from this summer.
 - 3 & 4 - Identify two major national economic developments from this summer.
 - 5 & 6 - Identify two major national social issues of the summer.
 - 7 & 8 - Identify two major global or national religious issues of the summer.
 - 9 & 10 - Identify two local political, social, economic or religious issues.
- ★ What's going on in this picture/document? Ask students to create a caption or a title based on the evidence.
- ★ Create a class list for a given topic and use writing sprints to foster critical thinking.
- ★ Use textbooks, magazines, social media feeds, television, and life experience to help students identify arguments in the world around them.

Physical Education

- ★ Use the listing strategy to collect student's ideas for future activities/units and use writing sprints strategy for students to make their arguments.
- ★ Learning to Dance is an essential unit in physical education. Agree/Disagree?
- ★ Use Argument with a Single Text strategy with current event articles relative to health and fitness.
- ★ Nature/Nurture Argument. You are born smart, fat, skinny, slow, fast, etc.; you have no control. Agree/Disagree?
- ★ To Tell the Truth - Is any given statement true or false?
- ★ Use "Alcohol" lyrics by Brad Paisley. Identify true and false statements and argue in support of your claim.
- ★ Analyze the FITT formula and identify what's missing.

★ Oral Arguments:

- Free weights vs. Machines
- Team sports vs. Individual sports
- Should students participating in athletics receive PE credit?

★ Resolve conflicts in the class through oral arguments.

FINE ARTS

- ★ Why is it important to talk in art class?
- ★ Why is being quiet in art class important?
- ★ Art is essential/not essential to humanity?
- ★ What's happening in this painting/picture/sculpture?
- ★ Use Argument from a Single Text strategy with music to reflect on important social issues.
- ★ Use "Lips are Movin" and identify argument.
- ★ Use advertisements/art to explore color symbolism.
- ★ High school students have worthy, interesting and insightful opinions about important topics. Agree/Disagree?

SPECIAL EDUCATION

- ★ Fast food vs. Homemade Food?
- ★ Recycling is a waste of time? Agree/Disagree?
- ★ Seize opportunities for oral argument.
- ★ Provide safe place to practice argument. Model with students appropriate civil discourse.
- ★ Personal Hygiene Issues
 - Dental Care
 - Deodorant Use
 - Clean Clothes
- ★ Use visuals to practice oral arguments - (What's Happening in this Picture)

Corning Union High School

Safety Plan

2017-18

Committee Members:

Jared Caylor, Superintendent

Dave Pryatel, School Resource Officer, Corning Police Department

Justine Felton, Teacher on Special Assignment

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Assessment of the Current Status of School Crime

2016-17 Suspension Statistics

Ed Code	Description of Offense	Number of Suspensions
48900(a)	Related to the physical injury of another student	30
48900(b)	Related to the possession of a dangerous object (knife, etc.)	5
48900(c)	Related to the possession, use, etc. of a controlled substance or alcohol	11
48900(d)	Related to distributing a controlled substance	0
48900(f)	Related to damaging school or private property	1
48900(g)	Related to theft of school or private property	8
48900(h)	Related to the possession or use of tobacco	0
48900(i)	Related to committing obscene acts or using profanity	4
48900(j)	Related to the possession of drug paraphernalia	0
48900(k)	Related to the disruption of school activities or defiance of a school authority	153
49000(r)	Related to bullying	1
48900.2	Related to Sexual Harassment	1
48900.7	Terroristic Threats	3

Total Suspensions: 218

**146 of these were in school suspensions
129 – Alternative Learning Classroom (1st year)**

Appropriate Programs and Strategies That Provide School Safety

1. Law Enforcement Presence – Through a partnership with Corning Police Department, Corning Union High School (CUHS) has a strong law enforcement presence on campus. CUHS has a full time School Resource Officer on campus during school hours. Also, the CUHS administration maintains a strong working relationship with the Tehama County Probation Department, Tehama County District Attorney's Office, and other county agencies.
2. School Administration Providing Safety Support – The Principal and Associate Principals all have campus supervision responsibilities that assist in school safety. There is also an additional "Teacher on Assignment" that provides supervision during about half of the school day. One Associate Principal is the "lead" in this area, responsible for coordinating campus supervision before school, between classes, at lunch, and after school. Other administrators supervise specified areas at lunch and also assist in supervision of the campus at other times during the school day.
3. Attendance Polices – CUHS encourages attendance by diligently tracking and following up on student attendance issues. The school employs two full time attendance secretaries that are responsible for monitoring student attendance and reporting to the Associate Principal when necessary. The attendance office attempts to contact parents/guardians of students that are absent through our automated calling system, Aeries Communications. If a student is gone for three consecutive days with no contact from a guardian, school staff makes personal phone calls attempting to figure out why the student is missing. Students that are tardy more than one time in a week are placed on a "Tardy Watch List" for the next week. Their attendance is checked at the end of each day. If they are tardy at any point, they are assigned detention. Students that are habitually truant are referred to the School Attendance Review Board (SARB) that is facilitated by the Tehama County District Attorney's Office. Also, guardians of students that miss more than 10% of school days for any reason are notified that their student's absences may only be cleared by a doctor or school personnel (per CA Ed Code). Lastly, students are encouraged to be in school through a policy of assigning credits in class based on student attendance. Students with 9 or more absences in any one class in a semester receive reduced credit.
4. Campus Supervisors – CUHS does not employ any full time campus supervisors, however there are three teachers that are paid an additional stipend to supervise campus at lunch. The Associate Principal coordinates these campus supervisors and they are assigned specific areas around the school to monitor during lunch. (Appendix A)
5. Communication Tools – CUHS employs the following communication tools: email, telephones, bell system, alarm system, district owned cell phones (approximately 45

staff). Last year we installed an upgraded phone system and outdoor speaker system. This allows a large portion of campus and all classrooms to receive a page or “all call”.

6. Student Identification Policy – Students at CUHS are required to carry their student ID at all times. Students can use their ID to purchase their lunch, and are required to show their ID to use the library or computer labs.
7. Visitor Policy – All visitors are required to check in to the main office upon arriving to campus. Notices of this requirement are posted at various places throughout campus. The administration along with the lunch supervision staff patrols the parking lots and perimeter of campus at various times during the day to ensure that the visitor policy is being followed. Also, two years ago CUHS remodeled its main office to prevent visitors from having to come on to the main campus to get into the office. Visitors now enter the office on the perimeter of campus.
8. Monitoring Academic Progress – Six counselors are responsible for monitoring the academic progress of approximately 910 students at CUHS. The administration and teachers communicate regularly with the counselors about specific students’ needs and their need for intervention or alternative academic programs.
9. Monitoring School Behavior – One Associate Principal is largely responsible for tracking and addressing student behavior issues. There is also a Teacher on Assignment that assists with student discipline issues. CUHS employs its “Discipline Step Process”. This process is used as a tool to communicate with parents, students and teachers about behavior issues. Different steps in the process carry different consequences.
10. Lock Down Procedures – CUHS has updated its procedures for locking down the school in the case that it becomes necessary to do so (See Appendix B). CUHS has moved to using “ALICE” procedures in responding to an active threat on campus. Essentially, ALICE directs staff and students to be proactive in escaping or defending themselves rather than only being passive and hiding. (See Appendix B).
11. Other School Safety Programs and Resources - CUHS has a student support services department that provides a number of different supports for students. There are six counselors, a full time school psychologist, an EL coordinator, AST coordinator, and multiple teachers and paraprofessionals that provide academic and behavioral interventions in mainstream classes and in special programs. In addition to this, CUHS provides further services to students through cooperation with community organizations and funding from various grants. Currently, CUHS has an MOU with the City of Corning to use grant funds to provide full time marriage and family therapists at no charge to students in addition to paying for a full time school resource officer. This grant allows CUHS to provide individual, group, and family therapy by professional marriage and family therapists at no charge.

Child Abuse Reporting Procedures

A mandated reporter who knows or reasonably suspects that a minor is the victim of child abuse must report immediately by telephone and in writing by follow-up report within 36 hours to a law enforcement agency. The law penalizes the failure to report by imposing a jail sentence on the defaulting mandated reporter. On the other hand, the law rewards the reporter who meets the reporting obligation by granting absolute immunity from civil or criminal prosecution. (Penal Code Section 11166)

Mandated Reporter: a "Child care custodian"; includes teachers, administrators, certificated pupil personnel staff. If specifically trained in child abuse detection, also includes instructional aides, teacher's aides, and teacher assistants. District employed child care workers and health practitioners (doctors, nurses and psychologists) are also mandated reporters.

Knowledge of or Reasonably Suspects Abuse: When a mandated reporter observes a child with physical "injuries which appear to have been inflicted...by other than accidental means by any other person..." Whether or not there are visible physical injuries, all suspected sexual abuse must be reported.

To Whom is the Report Made: An oral report to designated law enforcement or protective service agencies must be made within 24 hours with a written report to follow within 36 hours. The observing employee must contact

Tehama County Child Protective Services: (530)527-1911
(530)527-7640 (Fax)

Or

Corning Police Department: (530)824-7000

A follow up written report must be submitted within 36 hours. Forms (See Appendix C) are available at Corning Union High School through the administration or counseling department.

Law enforcement may interview suspected victims of child abuse on school premises during school hours. If this happens, the child may choose to be interviewed in private or may select an adult staff member to be present. In any case, California Penal Code 11174.3 should dictate how the interview takes place.

11174.3. (a) Whenever a representative of a government agency investigating suspected child abuse or neglect or the State Department of Social Services deems it necessary, a suspected victim of child abuse or neglect may be interviewed during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be afforded the option of being interviewed in private or selecting any adult who is a

member of the staff of the school, including any certificated or classified employee or volunteer aide, to be present at the interview. A representative of the agency investigating suspected child abuse or neglect or the State Department of Social Services shall inform the child of that right prior to the interview.

The purpose of the staff person's presence at the interview is to lend support to the child and enable him or her to be as comfortable as possible. However, the member of the staff so elected shall not participate in the interview. The member of the staff so present shall not discuss the facts or circumstances of the case with the child. The member of the staff so present, including, but not limited to, a volunteer aide, is subject to the confidentiality requirements of this article, a violation of which is punishable as specified in Section 11167.5. A representative of the school shall inform a member of the staff so selected by a child of the requirements of this section prior to the interview. A staff member selected by a child may decline the request to be present at the interview. If the staff person selected agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. Failure to comply with the requirements of this section does not affect the admissibility of evidence in a criminal or civil proceeding.

Suspension and Expulsion Policies

When necessary, CUHS suspends and expels students according to California education code, specifically sections 48900 and 48915. Except in cases in which the offense threatens the safety of students, staff or school facilities, attempts will be made by the staff and/or administration to correct student behavior by other means prior to employing suspension and/or expulsion.

When a student is referred to the administration for discipline, the "Discipline Step Process" is used to determine what consequences (including suspension) a student will receive. This process is outlined in the student handbook and is a useful tool to communicate with students, parents and staff about discipline and future consequences.

Step I:	Warning/Parent Contact
Step II:	1 day suspension/Parent Contact
Step III:	2 day suspension/Parent Contact
Step IV:	3 day suspension/Parent Contact
Step V:	5 day suspension/Parent Contact
Step VI:	5 day suspension/Transfer to Continuation or Expulsion

For more information regarding suspensions and expulsions, refer to CUHSD Board Policy and Administrative Regulation 5144.1.

Policy for Notifying Teachers of Dangerous Pupils

In order to fulfill the requirements made by Education Code 49079 and Welfare and Institutions Code 827 that states teachers must be notified of the reasons(s) a student has been suspended, CUHS communicates via email with teachers regarding suspensions. The Vice Principal sends an email every week to the staff that includes student names, grades, number of days suspended, return date, and offense. The information in these emails is confidential and is to be seen by school staff only.

Pursuant to Education Code 48267, Tehama County Probation notifies the CUHSD Superintendent regarding Associate Principal office. From there, the information is forwarded to teachers or administration when appropriate.

Discrimination and Harassment

Corning Union High School is dedicated to provide every student an equal opportunity to receive an education in any school program or activity. No person shall discriminate against or engage in harassment of a pupil because of the pupil's race, sex, gender, sexual orientation, color, religion, mental or physical disability, national origin, ancestry, or ethnic group identification.

Concerning sexual harassment, CUHS has adopted Board Policy and Administrative Regulation 5145.7. According to this policy and regulation, any student who engages in sexual harassment of anyone at school or at a school sponsored activity is in violation of school rules and will be subject to disciplinary action. All other forms of harassment, bullying, or intimidation are dealt with according to California Education Code, Sections 48900 and 48915.

School Wide Dress Code

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

1. No student shall wear any clothing that is disruptive or likely to be disruptive to the learning environment or is offensive or distracting to other students, teachers or parents.
2. Shorts may be worn but must be an appropriate length for an educational or professional setting. Students that wear spandex, leggings, yoga pants, etc. must also wear a shirt, shorts, pants, skirt or dress to cover their private areas.
3. Tops that expose the lower back, stomach or cleavage are prohibited. Bras and spaghetti straps may not be exposed. Boys' shirts must have sleeves (no tank tops or cutoff sleeves). However, boys will be allowed to wear tank tops for special school events. These events will be identified in the bulletin.
4. All clothing accessories or tattoos that have pictures or writing that is vulgar, obscene, violent, alcohol/drug/tobacco-related, is not allowed at Corning Union High School. This type of clothing is not consistent with our educational philosophy and is disruptive to the educational process.
5. Any apparel or accessories affiliated with gangs will not be allowed. This includes, but is not limited to bandanas. Also, any student materials with writing or insignia that is gang-related will be confiscated.
6. Hats and beanies shall be worn properly – they shall have the bill facing forward and they are not to be worn in the classroom or offices. Altered hats and beanies are not allowed.
7. Pajamas are not allowed to be worn at school.
8. Pants must fit at the waist and/or be secured in a way that prevents sagging. Underwear cannot be visible at any time.

Violation of Dress Code

First Offense: Student will be required to change.

Second Offense: Student will be required to change and reminded that the next violation will result in suspension.

Further Offenses: Student will be required to change and suspended and/or placed on the appropriate place of the step process.

Students that violate the dress code and do not have an appropriate piece of clothing to change in to will be loaned a shirt or sweat pants for the day. Students may NOT miss class to wait for someone to bring them a new piece of clothing.

Safe Ingress and Egress Procedures

Corning Union High School has designated areas for bus loading/unloading and parents dropping off students. Also, CUHS has sidewalks around the campus to make sure students had a safe passage to and from school.

Corning High School also has evacuation maps posted in all facilities. Students and staff evacuate to either the East Soccer Fields or South JV Baseball Field depending on their location on campus.

The administration and Maintenance department are also assessing the feasibility of adjusting our bus loading area in order to get the busses off of the street and into a parking area during pick up and drop off times.

Discipline Procedures

Students in public education have an obligation to conform their behavior to acceptable standards. Corning Union High School's code of behavior clearly states these standards and the consequences of breaking these standards. Failure to comply with this code of behavior can result in suspension from school. When a student reaches this stage, the school must afford the student certain due process rights, including notice of the charges and the opportunity to be heard. Students also have a right to present evidence and cross-examine witnesses. In order to insure that the students of Corning Union High School are given due process we do the following things when any consideration is given to suspension of a student:

1. We provide the opportunity for all students and parents to know the rules and regulations and the consequences of breaking these rules and regulations.
2. We inform the student what charges have been brought against him/her.
3. We allow the student to see all the records that are made and provide him/her a copy if one is desired.
4. The student is provided an opportunity to confer with an administrator and to tell his/her version of what occurred.
5. The student is informed of the next steps of the discipline process and the consequences of further violations.
6. The parents/guardians are notified each time that a suspension takes place.

Key Areas for Follow Up

1. Improve alarm system to allow for multiple points of activation. Explore getting a true Public Address System (not just the new phone system).
2. Systematically plan Active Threat drills (monthly?)

Appendix A

CUHS Lunch Supervision Protocol 2017-18

Basic Info:

- Communicate with Jared if you will not be supervising at lunch for any reason. Your duties can be filled by someone else for the day.
- Everyone should carry a phone. If you want to use your personal phone that is okay, just communicate with other people about your phone number.
- Whenever possible, walk through bathrooms. Check each stall for graffiti or vandalism. If you notice graffiti, please notify Jared as soon as possible.
- No student should be on the North side of the library or main office.
- Hacky Sacks & Frisbees are okay for students to use. No soccer, baseball, football, etc. There is one exception (see below).
- As always, encourage students to throw away their trash.

Personnel Assignments:

- Charlie: Inside the cafeteria during the beginning of lunch while students are getting food. As traffic inside slows down, you will move outside and circulate throughout campus on the cart (focus primarily on the perimeter of campus looking for students or any off campus threat to student safety).
- Sally: Inside the cafeteria or just outside it at your discretion. As traffic inside the cafeteria slows down, you will monitor the north side of campus and the east side of the North Gym. Make it a point to check the North perimeter of campus periodically in order to assure no person from off campus is loitering.
- Jared/Justine: Start in Cafeteria to assure there is sufficient supervision. Then roaming all of campus and available to deal with discipline incidents as they arise. Check bathrooms prior to and immediately following lunch.
- Officer Pryatel: Roaming all of campus and available to deal with discipline incidents as they arise. Focus particularly on the perimeter of campus, looking for any outside threat to student safety. Check C and E wing bathrooms twice during lunch (approximately 10 and 20 minutes into the lunch period).
- Brad: Monitoring the east end of campus, student parking lot, and C wing. Check the C wing bathroom approximately 15 and 25 minutes into the lunch period. Make a point to check the east perimeter of campus for anyone entering the campus.
- Dave Schlom: Monitoring the Quad, between the D and I wings, and the area in front of the office. Check the E wing bathroom approximately 15 and 25 minutes into the lunch period.

Lunch Boundaries:

- North: No students are allowed on the north side of the library and main office.
- South: The gravel road will serve as the boundary on this end of campus. On the Southwest corner, no students shall go past the end of the south gym boys locker room. Students are allowed to play on the outfield of the JV baseball field. Only students actively participating in soccer or other game will be allowed to be on the grass. If this becomes an enforcement issues we will adjust as necessary.
- East: The end of the C wing, student parking lot, woodshop and end of J wing is the boundary at this end of campus. If Ag students wish to go to their classroom that is okay as long as they are under teacher supervision.
- West: The North and South Gyms are the boundary. No students are allowed beyond the yellow line painted near the Northeast corner of the cafeteria.

Appendix A

CORNING UNION HIGH SCHOOL EMERGENCY PROTOCOL

ACTIVE THREAT

Signaled by one minute continuous bell

Staff Actions:

- Notify authorities and those in harm's way of the danger at hand
- Evacuate (if possible) to your assigned rally point
- Lockdown your classroom by barricading entry points
- Counter the attacker if the intruder breaches a secured area
- Inform (if possible) by giving updates to the authorities, administration, or other important personnel
- Wait for instructions via email, cell phone
- School staff or emergency personnel will open the door for all clear

Student Actions:

- Evacuate or barricade yourself in the closest classroom or another secure area of the school
- Counter the intruder if the secured area is breached

SOFT LOCKDOWN

Signaled by three bells, pause, three bells

Staff Actions:

- Recover students / staff from outside
- Lock all perimeter doors
- Increase situational awareness
- Take roll, account for students
- Wait for instructions via email, cell phone
- Do business as usual
- School staff or emergency personnel will open door for all clear

Student Actions:

- Return to inside of building
- Do business as usual

EVACUATION

Signaled by fire alarm

Staff Actions:

- Get roll sheet, red and green cards
- Lead students to designated evacuation area, leave doors unlocked
- Take roll, account for students
- Indicate ANY missing or extra students with a red card or if all students are accounted for, indicate with a green card
- All clear will be announced by school staff or emergency personnel

Students Actions:

- Leave stuff behind
- Evacuate to designated area
- Await further instructions

Appendix C

SUSPECTED CHILD ABUSE REPORT

To Be Completed by Mandated Child Abuse Reporters
Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY		
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS		Street	City	Zip	DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE		TODAY'S DATE		
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY				
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)						
	ADDRESS		Street	City	Zip	DATE/TIME OF PHONE CALL	
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX	
	ADDRESS				Street	City	
	PRESENT LOCATION OF VICTIM				SCHOOL	CLASS	
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO				DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		
	OTHER DISABILITY (SPECIFY)				PRIMARY LANGUAGE SPOKEN IN HOME		
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO				IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE:		
	<input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND				TYPE OF ABUSE (CHECK ONE OR MORE)		
	<input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME				<input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT		
	RELATIONSHIP TO SUSPECT				PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		
					DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		
D. INVOLVED PARTIES	VICTIM'S SIBLINGS						
	NAME		BIRTHDATE	SEX	ETHNICITY		
	1. _____		3. _____				
	2. _____		4. _____				
	VICTIM'S PARENTS/GUARDIANS						
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY		
	ADDRESS		Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY		
	ADDRESS		Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
	SUSPECT						
SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY			
ADDRESS		Street	City	Zip	TELEPHONE ()		
OTHER RELEVANT INFORMATION							
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____						
	DATE / TIME OF INCIDENT		PLACE OF INCIDENT				
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)						

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was not determined to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

Centennial High School

Safety Plan

2017-18

Committee Members:

Jason Armstrong, Associate Principal, CUHSD
Dave Pryatel, School Resource Officer, Corning Police Department
Lance Alldrin, Counselor, School Safety Lead

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Assessment of the Current Status of School Crime

2016-17 Suspension Statistics

Ed Code	Description of Offense	Number of Suspensions
48900(a)	Related to the physical injury of another student	8
48900(c) 48915(a)(3)	Related to the possession, use, etc. of a controlled substance or alcohol	4
48900.2	Related to Sexual Harassment	1
48900.3	Committed act of hate violence	2
48915 (a)(2)	Possession of a Knife or Dangerous Object	1
48900(i)	Related to committing obscene acts or using profanity	21
48900(k)	Related to the disruption of school activities or defiance of a school authority	26

Total Suspensions: 63

Appropriate Programs and Strategies That Provide School Safety

1. Law Enforcement Presence – Through a partnership with Corning Police Department, Centennial High School has a law enforcement presence on campus. Funded by a grant secured by the City of Corning, Centennial has a school resource officer on campus at break and lunch times.
2. School Administration Providing Safety Support – The Counselor and school resource officer are responsible for supervising campus at all break times. If one of them is gone, the teachers rotate to cover.
3. Attendance Policies – Centennial encourages attendance by diligently tracking and following up on student attendance issues. The school secretary is responsible for monitoring student attendance and reporting to the Counselor when necessary. The attendance office attempts to contact parents/guardians of students that are absent through our automated calling system, School Messenger. Students that are habitually truant are referred to the School Attendance Review Board (SARB) that is facilitated by the Tehama County District Attorney's Office. Also, guardians of students that miss more than 10% of school days for any reason are notified that their student's absences may only be cleared by a doctor or school personnel (per CA Ed Code).
4. Communication Tools – Centennial employs the following communication tools: email, telephones, bell system, and alarm system. One new addition this year is an upgraded phone system. This allows a large portion of campus and all classrooms to receive a page or "all call".
5. Visitor Policy – All visitors are required to check in to the main office upon arriving to campus. Notices of this requirement are posted at various places throughout campus. The Counselor and other staff patrol the campus at various times during the day to ensure that the visitor policy is being followed.
6. Monitoring Academic Progress – One counselor is responsible for monitoring the academic progress of approximately 45 students at Centennial.
7. Monitoring School Behavior – The Counselor is largely responsible for tracking and addressing student behavior issues.
8. Lock Down Procedures – Centennial has adopted the district wide use of the ALICE protocols for emergencies. Procedures are posted in every room at the school, as well as the main office. Essentially, this directs staff and students to be proactive in escaping or defending themselves rather than only being passive and hiding.

Child Abuse Reporting Procedures

A mandated reporter who knows or reasonably suspects that a minor is the victim of child abuse must report immediately by telephone and in writing by follow-up report within 36 hours to a law enforcement agency. The law penalizes the failure to report by imposing a jail sentence on the defaulting mandated reporter. On the other hand, the law rewards the reporter who meets the reporting obligation by granting absolute immunity from civil or criminal prosecution. (Penal Code Section 11166)

Mandated Reporter: a "Child care custodian"; includes teachers, administrators, certificated pupil personnel staff. If specifically trained in child abuse detection, also includes instructional aides, teacher's aides, and teacher assistants. District employed child care workers and health practitioners (doctors, nurses and psychologists) are also mandated reporters.

Knowledge of or Reasonably Suspects Abuse: When a mandated reporter observes a child with physical "injuries which appear to have been inflicted...by other than accidental means by any other person..." Whether or not there are visible physical injuries, all suspected sexual abuse must be reported.

To Whom is the Report Made: An oral report to designated law enforcement or protective service agencies must be made within 24 hours with a written report to follow within 36 hours. The observing employee must contact

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The purpose of the staff person's presence at the interview is to lend support to the child and enable him or her to be as comfortable as possible. However, the member of the staff so elected shall not participate in the interview. The member of the staff so present shall not discuss the facts or circumstances of the case with the child. The member of the staff so present, including, but not limited to, a volunteer aide, is subject to the confidentiality requirements of this article, a violation of which is punishable as specified in Section 11167.5. A representative of the school shall inform a member of the staff so selected by a child of the requirements of this section prior to the interview. A staff member selected by a child may decline the request to be present at the interview. If the staff person selected agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. Failure to comply with the requirements of this section does not affect the admissibility of evidence in a criminal or civil proceeding.

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Pursuant to Education Code 48267, Tehama County Probation notifies the CUHSD Superintendent regarding students who have engaged in certain criminal conduct. This information is forwarded to the Vice Principal's office. From there, the information is forwarded to teachers or administration when appropriate.

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1. We provide the opportunity for all students and parents to know the rules and regulations and the consequences of breaking these rules and regulations.
2. We inform the student what charges have been brought against him/her.
3. We allow the student to see all the records that are made and provide him/her a copy if one is desired.
4. The student is provided an opportunity to confer with an administrator and to tell his/her version of what occurred.
5. The student is informed of the next steps of the discipline process and the consequences of further violations.
6. The parents/guardians are notified each time that a suspension takes place.

CENTENNIAL HIGH SCHOOL

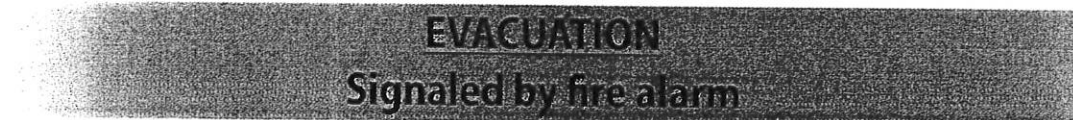
EMERGENCY PROTOCOL



<p>Staff Actions:</p> <ul style="list-style-type: none"> • Notify authorities and those in harm's way of the danger at hand • Get Crisis Folder • Evacuate (if possible) to your assigned rally point • Lockdown your classroom by barricading entry points, cover windows • Counter the attacker if the intruder breaches a secured area • Inform (if possible) by giving updates to the authorities, administration, or other important personnel • Wait for instructions via email, cell phone, or school phone • School staff or emergency personnel will open the door for all clear • Allow students to notify guardians of their safety, limit further phone use 	<p>Student Actions:</p> <ul style="list-style-type: none"> • Evacuate or barricade yourself in the closest classroom or another secure area of the school • Counter the intruder if the secured area is breached • Evacuate (if possible) to your assigned rally point • Follow teacher directives regarding cell phone use
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<p>Staff Actions:</p> <ul style="list-style-type: none"> • Recover students/staff from outside • Get Crisis Folder • Lock all perimeter doors, curtains can be open • Increase situational awareness • Take roll, account for students • Wait for instructions via email, cell phone, or school phone • Do business as usual • School staff or emergency personnel will open the door for all clear • Allow students to notify guardians of their safety, limit further phone use 	<p>Student Actions:</p> <ul style="list-style-type: none"> • Return to inside of building • Do business as usual • Follow teacher directives regarding cell phone use
---	---



<p>Staff Actions:</p> <ul style="list-style-type: none"> • Get Crisis Folder • Lead students to designated area, leave doors <u>unlocked</u> • Take roll, account for students • Indicate ANY missing or extra students with red card or if all students are accounted for, indicate with green card • All clear will be announced by school staff or emergency personnel 	<p>Student Actions:</p> <ul style="list-style-type: none"> • Leave stuff behind • Evacuate to designated area • Await further instructions
---	--

Appendix C

SUSPECTED CHILD ABUSE REPORT

To Be Completed by Mandated Child Abuse Reporters
Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY	
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS				Street	City Zip
	REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE		DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY		DATE/TIME OF PHONE CALL	
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)		ADDRESS		Street	City Zip
	OFFICIAL CONTACTED - TITLE				TELEPHONE ()	
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX
	ADDRESS			Street	City Zip	TELEPHONE ()
	PRESENT LOCATION OF VICTIM			SCHOOL		CLASS GRADE
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)	
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME			TYPE OF ABUSE (CHECK ONE OR MORE) <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)
	RELATIONSHIP TO SUSPECT			PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK
D. INVOLVED PARTIES	VICTIM'S SIBLINGS					
	1. NAME		BIRTHDATE		SEX	ETHNICITY
	2. NAME		BIRTHDATE		SEX	ETHNICITY
	3. NAME		BIRTHDATE		SEX	ETHNICITY
	4. NAME		BIRTHDATE		SEX	ETHNICITY
	VICTIM'S PARENTS/GUARDIANS					
	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX
	ADDRESS			Street	City Zip	HOME PHONE () BUSINESS PHONE ()
	NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX
	ADDRESS			Street	City Zip	HOME PHONE () BUSINESS PHONE ()
SUSPECT	SUSPECT'S NAME (LAST, FIRST, MIDDLE)			BIRTHDATE OR APPROX. AGE		SEX
	ADDRESS			Street	City Zip	TELEPHONE ()
	OTHER RELEVANT INFORMATION					
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____					
	DATE / TIME OF INCIDENT		PLACE OF INCIDENT			
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)					

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was not determined to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

The Corning Union High School District
and the
Corning Union High School Cal Educational Support Professionals
Agree to the following

Memorandum of Understanding

Effective July 1, 2017

An upward adjustment of one range for all positions on the existing salary schedule.

Food Service Worker II & I positions will be increased upward one additional range.

A new Step 21 will be added to the classified salary schedule at all ranges. This step shall be two percent (2%) higher than Step 20. Employees who were compensated at Step 20 for the 2016-17 school year will advance to Step 21 effective July 1, 2017.

Employees who moved from Step 19 to Step 20 effective July 1, 2017 will remain on Step 20 for 2017-18 but will advance to Step 21 after July 1, 2018.

The Association will receive five (5) days of release time for approved CTA/NEA conferences.

Article XXI will have the following added directly under 21.2: "Trips that are taken during the regular work hours of a unit member which do not provide overtime are not extra within the meaning of this clause".

A form will be added to the appendix (see attached) for classified employees to request a vacation payout.

A form will be added to the appendix (see attached) for classified employees to request a stipend for a post-secondary degree (20.3.10).

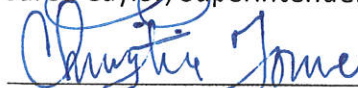
The Custodial/ Maintenance/ Utility/ Grounds job description (attached) is approved as an Entry Level position.

This agreement shall close bargaining for the 2017/18 school year except where noted in this tentative agreement.


Recommended for Ratification:




Jared Caylor, Superintendent



Christine Towne, CBO

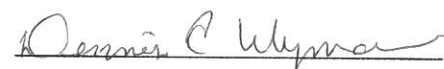


Jackie Coleman, CHSESP President



Chris Goniea, Bargaining Team

Sandra Wilson, Bargaining Team



Dennis Wyman, Bargaining Team

CERTIFICATION No. 1:
CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE
COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of the public disclosure.

In accordance with the requirements of the Government Code Section 3547.5, the Superintendent and Chief Business Officer of Corning Union High School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the:
CUHS ESP Classified Union

Bargaining Unit, during the term of the agreement from 7/1/17 to 6/30/18 .
The budget revisions necessary to meet the costs of the agreement in each year of its term are as follow:

An upward adjustment of one range for all positions on the existing salary schedule.
Food Service Worker II & I positions will be increased upward one additional range.
A new Step 21 will be added to the classified salary schedule at all ranges. This step shall be two percent (2%) higher than Step 20. Employees who were compensated at Step 20 for the 2016-17 school year will advance to Step 21 effective July 1, 2017.

N/A ☐ (No budget revisions necessary)



District Superintendent/Designee

2/6/18

Date

Signature


Christine Jones
Chief Business Officer
Signature

2/6/18

Date

Special Note:

The Tehama County Department of Education may request additional information, as necessary, to review the district's compliance with requirements.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

(required for all Collective Bargaining Agreements - suggested for all other employment agreements)

PUBLIC DISCLOSURE SUMMARY CERTIFICATION No. 2

Corning Union High School District

School District Bargaining Unit:

ESP Classified Union

Effective Dates of Proposal: 7/1/2017 to 6/30/2018

Date Disclosure Posted: February 6, 2018
(10 working days prior to Board approval)

Date Disclosure Filed with County: February 6, 2018

The information provided in this document summarizes the financial implications of the proposed bargaining agreement and is disclosed to the public in accordance with the requirements of AB-1200 and GC 3547.5.

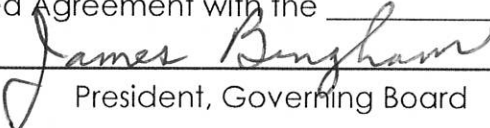


District Superintendent/Designee
Signature

2/6/18

Date

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



James Benham
President, Governing Board
Signature

2/15/18

Date

To be signed by the District Superintendent or designee when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

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

Certificated: Pending

Classified: _____

Management: _____

Confidential: _____

Other: _____

Disclosure of Collective Bargaining Agreement

A. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain):

Step 21 was added to the Classified Salary Schedule with a 2% increase.

B. Proposed Negotiated Changes in Health and Welfare Benefits:

None

C. Proposed Negotiated Changes in Non-Compensation Items (e.g., class size adjustments, staff development days, teacher prep time, etc).

The Association will receive five (5) days of release time for approved CTA/NEA conferences.

D. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increase, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff).

None

E. What contingency language is included in the proposed agreement (i.e., reopeners, etc)?

None

F. Will this agreement create, increase or decrease deficit financing in the current or future year(s)? "Deficit Financing" is defined to exist when a district's expenditures exceeds its revenues in a given year. If yes, explain the amounts and justification for doing so.

Yes, there will be an increase in deficit spending; however, projected savings in certificated staffing costs shall offset increases to salary schedule.

Disclosure of Collective Bargaining Agreement

G. Identify other major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.

None

H. Source of Funding for Proposed Agreement

1. Current Year

General Fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years (i.e., what will allow the district to afford this contract)?

In future years, the districts ADA is projected to continually increase. Due to this, the revenue will be increased along with gap funding closure.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations).

N/A

Disclosure of Collective Bargaining Agreement

Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard, including impact of proposed agreement
 - a. Total Expenditures, Transfers Out, and Uses (including Cost of Proposed Agreement) \$ 13,316,228.00
 - b. State Standard Minimum Reserve Percentage for this District 4 %
 - c. State Standard Minimum Reserve amount for this District \$ 532,649.00
(The greater of Line 1a times line 1b OR \$64,000 for a district with less than 1,001 ADA)
2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)
 - a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties \$ 532,649.00
 - b. General Fund Budgeted Unrestricted Unappropriated Amount \$ 215,797.00
 - c. Special Reserve Fund Budgeted Designated for Economic Uncertainties \$ 532,649.00
 - d. Special Reserve Fund Budgeted Unappropriated Amount \$ 0.00
 - e. Other Reserve Funds \$ 0.00
 - f. Total District Budgeted Unrestricted Reserves
3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes ☒ No ☐

If no, how do you plan to restore your reserves?

Please include a copy of your multi-year projection, assumptions, proposed salary schedule(s) and revised contract(s).

Collective Bargaining Public Disclosure Summary

Current Salary Schedule vs. Proposed Salary Schedule

Unit: <u>ESP UNIT</u>	Current Year	2nd Year	3rd Year
Salaries			
Proposed	2,169,849	2,202,397	2,235,433
Current	<u>2,107,386</u>	<u>2,138,997</u>	<u>2,171,082</u>
Difference	62,463	\$ 63,400	\$ 64,351
Benefits-Statutory			
Proposed	547,453	555,665	564,000
Current	<u>531,693</u>	<u>539,669</u>	<u>547,764</u>
Difference	15,759	\$ 15,996	\$ 16,236
Benefits-Health/Welfare			
Proposed	407,909	440,057	440,057
Current	<u>407,909</u>	<u>440,057</u>	<u>440,057</u>
Difference	\$ -	\$ -	\$ -

Unit: _____			
Salaries			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits-Health/Welfare			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -

Unit: _____			
Salaries			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits-Health/Welfare			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -

TOTAL COST			
Proposed Salaries/Benefits	3,125,211	3,198,118	3,239,489
Current Salaries/Benefits	<u>3,046,988</u>	<u>3,118,723</u>	<u>3,158,903</u>
Difference	\$ 78,222	\$ 79,395	\$ 80,586

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Multi-Year Projection
Unrestricted/Restricted General Fund

Enter Bargaining Unit:

	Year 1	Year 2	Year 3	Year 4	Year 5
	FY: 2017/18	FY: 2018/19	FY: 2019/20	FY: 2020/21	FY: 2022/22
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement		
REVENUES					
Revenue Limit Sources (8010-8099)	9,842,339	10,493,914	10,755,870	11,056,353	11,404,484
Remaining Revenues (8100-8799)	3,166,682	2,725,546	2,725,546	2,725,546	2,725,546
TOTAL REVENUES	13,009,021	13,219,460	13,481,416	13,781,899	14,130,030
EXPENDITURES					
Certificated Salaries (1000-1999)	4,828,420	4,900,846	4,974,359	5,048,974	5,124,709
Classified Salaries (2000-2999)	2,246,551	2,280,249	2,314,453	2,349,170	2,384,407
Employee Benefits (3000-3999)	3,002,964	3,172,069	3,348,871	3,566,303	3,796,781
Books and Supplies (4000-4999)	1,212,083	1,045,000	1,045,000	1,100,000	1,100,000
Services, Other Operating Exp (5000-5999)	1,581,379	1,350,000	1,350,000	1,450,000	1,450,000
Capital Outlay (6000-6999)	199,312	119,289	119,289	120,000	120,000
Other Outgo (7100-7299) (7400-7499)	245,519	251,500	258,000	258,000	258,000
Direct Support/Indirect Cost (7300-7399)					
Other Adjustments					
TOTAL EXPENDITURES	13,316,228	13,118,953	13,409,972	13,892,447	14,233,898
OPERATING SURPLUS (DEFICIT)	(307,207)	100,507	71,444	(110,548)	(103,868)
TRANSFERS IN & OTHER SOURCES (8910-8979)					
TRANSFERS OUT & OTHER USES (7610-7699)					
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(307,207)	100,507	71,444	(110,548)	(103,868)
BEGINNING BALANCE	1,588,302	1,281,095	1,381,602	1,453,046	1,342,498
Prior-Year Adj/Restatements (9793/9795)					
CURRENT-YEAR ENDING BALANCE	1,281,095	1,381,602	1,453,046	1,342,498	1,238,630
COMPONENTS OF ENDING BALANCE:					
Reserved Amounts (9711-9740)					
Reserved for Economic Uncertainties (9789)					
Committed Amounts (9750)					
Assigned Amounts (9780)					
Unappropriated Amount - Unrestricted (9790)					

Collective Bargaining Public Disclosure Summary

Current Salary Schedule vs. Proposed Salary Schedule

Unit: <u>CLASSIFIED</u>	Current Year	2nd Year	3rd Year
Salaries			
Proposed	2,246,551	2,280,249	2,314,453
Current	<u>2,184,088</u>	<u>2,216,850</u>	<u>2,250,103</u>
Difference	62,463	\$ 63,399	\$ 64,350
Benefits-Statutory			
Proposed	566,805	575,307	583,936
Current	551,045	559,311	<u>567,701</u>
Difference	15,759	\$ 15,996	\$ 16,236
Benefits-Health/Welfare			
Proposed	407,909	440,057	440,057
Current	<u>407,909</u>	<u>440,057</u>	<u>440,057</u>
Difference	\$ -	\$ -	\$ -

Unit: _____			
Salaries			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits-Health/Welfare			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -

Unit: _____			
Salaries			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -
Benefits-Health/Welfare			
Proposed	-	-	-
Current	<u>-</u>	<u>-</u>	<u>-</u>
Difference	\$ -	\$ -	\$ -

TOTAL COST			
Proposed Salaries/Benefits	3,221,265	3,295,613	3,338,446
Current Salaries/Benefits	<u>3,143,042</u>	<u>3,216,218</u>	<u>3,257,861</u>
Difference	\$ 78,222	\$ 79,395	\$ 80,586

WHEN RECORDED RETURN TO:

**Corning Union High School District
c/o Marilyn J. Cleveland, Esq.
DANNIS WOLIVER KELLEY
275 Battery Street, Ste. 1150
San Francisco, CA 94111**

This document is recorded for the benefit of the Corning Union High School District, and recording fee(s) are exempt under Government Code section 6103.

JOINT OCCUPANCY AND LEASE AGREEMENT

For all or a portion of the following District Property:

A portion of Assessor Parcel Nos: 087-060-052-000, 087-060-053-000, 087-070-001-000, 087-060-051-000, located in Corning, California

By and between

Corning Union High School District
643 Blackburn Ave.
Corning, California 96021
Attention: Superintendent

And

[PARTY]

Dated as of _____, 2018

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JOINT OCCUPANCY AND LEASE AGREEMENT

This Joint Occupancy and Lease Agreement ("Agreement") is entered into this [REDACTED] day of [REDACTED], 2018 ("Effective Date") by and between the Corning Union High School District ("District"), a public school district of the State of California and [REDACTED], a [REDACTED] ("Lessee") under the terms and conditions set forth below. District and Lessee may be referenced individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District is the fee owner of approximately 175 acres of certain partially developed real property identified as all or a portion of Tehama County Assessor Parcel Nos. ("APNs") 087-060-052-000, 087-060-053-000, 087-070-001-000, 087-060-051-000, located in Corning, California, and more particularly described on **Exhibit "A"** attached hereto ("District Property") of which Lessee has proposed to develop and use not more than [REDACTED] acres identified as Tehama County APNs [REDACTED], [REDACTED] and more particularly described on **Exhibit "B"** attached hereto ("Property");

WHEREAS, subject to approval of the joint occupancy by the State Board of Education and approval of all required permits, approvals and entitlements for the development of the Property, the District intends to occupy a portion of the Property for District purposes in conjunction with the contemplated private development by Developer of the remaining portion as [REDACTED] (collectively the "Development" or the "Project");

WHEREAS, the provisions of California Education Code section 17515 et seq. ("Joint Occupancy Statutes") authorize the District to enter into leases and arrangements relating to real property and buildings to be used jointly by District and any private person, firm, or corporation pursuant to the terms and conditions described therein;

WHEREAS, Education Code section 17515 provides that "building" includes onsite and offsite facilities, utilities and improvements, that, as agreed upon by the Parties, are appropriate for the proper operation or function of the building to be occupied jointly by the District and the private person, firm or corporation;

WHEREAS, on or about February 15, 2018 the District issued a Request for Proposals ("RFP") for the development of the Project;

WHEREAS, Lessee submitted a proposal in response to the RFP and was selected by the District as the successful proposer with whom District would entertain further negotiations for the development and lease of the Property;

WHEREAS, pursuant to the above-mentioned provisions, District and Lessee desire to enter into an agreement for the joint occupancy, improvement, use, and maintenance of the Property as an agricultural operation; and

WHEREAS, the constructed and improved Property will provide a benefit to the District by generating needed funding for the District's operating budget, and allow for the District to jointly

use and occupy onsite facilities or improvements used for agricultural development and production, and facilities or improvements that can be used by the District as part of its Agricultural Education program, which will help serve the needs of District students;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

1. TERM OF AGREEMENT.

1.1 The term of this Agreement shall be for twenty (20) years commencing on the [] day of [], 20__, and shall remain in effect until [], 20__ ("Term End Date"), unless terminated earlier pursuant to the termination provisions set forth in this Agreement. In no event shall the term of this Agreement plus any extensions exceed sixty-six (66) years.

1.2 Each "Lease Year" shall commence on the first day of the month of [], and end on the last day of the preceding month in the following year.

1.3 Lessee shall be entitled to a period of time not to exceed [] () months within which to obtain permits and approvals as referenced herein ("Approval Period"). The granting of all required permits and approvals shall constitute the expiration of the Approval Period. The next succeeding day shall commence the "Partial Lease Year" for purposes of lease payments. The period from the day following the end of the Approval Period until and including the day preceding the start of the first full Lease Year shall constitute the "Partial Lease Year".

2. IMPROVEMENT OF DISTRICT PROPERTY. Lessee agrees to improve the Property by developing an agricultural operation and related onsite facilities, utilities, and improvements identified in **Exhibit "C"** hereto ("Agricultural Improvements"), and developing or constructing [] [classrooms and/or [] other improvements] for District use at the locations specified in **Exhibit "D"** ("School Improvements")(collectively, "Improvements"). The Agricultural Improvements and School Improvements are more particularly described in the plans and specifications attached hereto as **Exhibit "E"**.

3. PERMITS AND APPROVALS. Lessee shall be solely responsible for obtaining all necessary state and local permits and approvals prior to constructing and installing the Improvements on the Property, including, without limitation, all permits and approvals required by the State of California and its subdivisions including, if applicable, the Division of the State Architect. Lessee shall provide copies of the permits and approvals to District prior to commencing construction and installation of any Improvements on the Property. The District shall cooperate with the Lessee and take all reasonable actions necessary to assist the Lessee in obtaining all permits and approvals.

4. DESIGN OF IMPROVEMENTS. Lessee shall prepare complete plans and specifications for the Improvements in accordance with District standards, and in compliance with all legal requirements, including without limitation, review and approval by the Division of State Architect, if applicable. Lessee must receive District's approval of the final plans and

specifications before constructing and/or installing any Improvements.

5. DEVELOPMENT OF IMPROVEMENTS.

5.1 Lessee agrees, at its sole cost and expense, to purchase, develop, construct, install or cause to be developed, constructed or installed the Improvements in a timely manner and pursuant to the District-approved plans and specifications subject to any applicable federal, state and local site, zoning, and design review and all other required approvals. A Schedule of Performance is attached hereto as **Exhibit "F"**. Lessee's failure to comply with the Schedule of Performance shall constitute a breach of this Agreement.

5.2 Lessee shall purchase, develop, construct, install or cause to be developed, constructed and installed the Improvements in accordance with all applicable local, state and federal laws, regulations and rules.

5.3 Lessee shall comply with all applicable requirements of the California Environmental Quality Act ("CEQA") and its implementing regulations in its use of any of the District Property. Lessee specifically acknowledges that, pursuant to the indemnification provision in this Agreement, the Lessee shall protect, defend, indemnify and hold harmless the District in any CEQA-related claims, lawsuits, or actions of any kind. In addition, Lessee acknowledges that District may be required to prepare and approve documents required by CEQA related to the Improvements including, without limitation, an initial study, a negative declaration, and/or an environmental impact report. Lessee agrees to pay District all costs, fees, and expenses incurred by the District that are related, in any way, to CEQA.

5.4 Not less than fifteen (15) calendar days prior to the development, construction, installation, major repair, renovation, or demolition of any Improvements, Lessee shall provide District with the following:

5.4.1 Information regarding the contractor(s)' financial condition;

5.4.2 Certificates of insurance and endorsement naming the District as an additional insured;

5.4.3 A performance bond and payment bond, each for one hundred percent (100%) of the contractor(s)' contract price and each on a District-approved form; and

5.4.4 Evidence to District's reasonable satisfaction that adequate funds to complete the Improvements are committed and available or that completion has been otherwise adequately assured. No construction shall commence until District has given Lessee written acceptance of all information and assurances.

5.5 Lessee shall give District fifteen (15) days prior written notice before commencing any work on the Property so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate. Lessee shall provide

District with sufficient evidence that it has obtained all required approvals and permits for the work and that Lessee or Lessee's contractor(s) has in effect, with premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers' compensation.

5.6 Upon commencement of development, construction and installation of the Improvements, Lessee shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by District, subject to unavoidable delays caused by supply shortages, strikes, or acts of God.

5.7 All work on the Improvements shall be performed in a sound and workmanlike manner, in compliance with the applicable laws and building codes, and in conformance with the plans and specifications approved by District or any modifications thereto which have been approved in writing by District.

5.8 District's Project Inspector. An inspector, licensed by the State of California and selected by, paid for, and under contract to the District ("**Project Inspector**"), may be retained by the District to inspect construction or development of portions of the Project to be entered or occupied by District students and/or teachers in the manner specified by Title 24, Part 1, of the California Code of Regulations ("CCR"). The Project Inspector shall be chosen from a list of pre-qualified persons as approved by the District. The Project Inspector shall act under the direction and control of the State of California Division of the State Architect ("DSA") in assuring compliance with CCR Title 24 and the approved plans and specifications for the Project. Lessee and the contractor(s) or developers shall provide the Project Inspector with all reasonable access and the Project Inspector will be granted all rights and shall assume all obligations set forth in CCR Title 24.

5.9 District or District's agent shall have a continuing right at all times during the period that the Improvements are being developed, constructed and installed on the Property to enter the Property and to inspect the work. Lessee shall require its contractor(s) to reasonably cooperate with District or its agent in such inspections.

5.10 Within ninety (90) days after completion of development and construction of the Improvements, Lessee shall deliver to District two (2) full and complete sets of as-built plans for the work as completed.

5.11 District shall cooperate with Lessee by executing and, if necessary, recording any required applications for zoning or use permits necessary for the operation of Improvements as may be reasonably required to complete the Improvements, however, no costs shall accrue to or be borne by District.

5.12 The Parties expect that the purchase, development, construction and installation of the Improvements shall be completed prior to the expiration of months () following the date of execution of this Agreement.

6. COST OF IMPROVEMENTS

6.1 The Parties intend for the Lessee to pay for the total cost of Improvements, which shall include, without limitation:

6.1.1 All costs attributable to the purchase and installation of the Improvements, including the actual cost incurred by Lessee for all labor and materials required for the purchase and installation of the Improvements;

6.1.2 All costs related to procuring permits, approvals, inspections, and/or environmental clearance;

6.1.3 Maintenance and operation of the Improvements;

6.1.4 Lessee's costs for overhead, staffing, and/or all other indirect expenses incurred pursuant to this Agreement.

7. LEASE PAYMENTS TO DISTRICT.

7.1 Commencing on [REDACTED], 20[REDACTED], Lessee shall pay to District [REDACTED] Dollars (\$ [REDACTED]) for each year's use of the Property, by no later than [REDACTED], annually ("Fixed Lease Payment", collectively with the Fixed Lease Payment, the "Lease Payment"). The total annual Fixed Lease Payment shall be increased annually beginning on [REDACTED], 20[REDACTED].

7.2 Cost of Living Adjustment. The Fixed Lease Payment will be adjusted annually, effective on [REDACTED] of each year, for each succeeding year beyond the initial year. For lease year two (2) and each year through the expiration or termination of the Lease that is not subject to section 7.3, the Fixed Lease Payment shall escalate by the greater of three (3%) percent or the product of multiplying the previous year's Fixed Lease Payment by a factor based upon the annual change in the Consumer Price Index for all urban consumers using 20[REDACTED] [current year] as the base year, as determined by the Bureau of Labor Statistics of the United States Department of Labor for the most recently available twelve (12) month period preceding July 1 for the West Urban Region ("CPI"). The CPI increase shall be calculated by subtracting the CPI at the commencement of any fiscal year from the CPI at the end of such fiscal year, and multiplying any positive percentage times the Fixed Lease Payment at the commencement of such fiscal year to determine the Fixed Lease Payment for the following fiscal year. For example, if the CPI at the commencement of the District's fiscal year 2017 -2018 (July 1, 2017) was 160 and the CPI at the conclusion of the District's fiscal year 2017 -2018 (June 30, 2018) was 163, the adjustment of the Fixed Lease Payment calculated using the CPI ("CPI Rent Adjustment") for fiscal year 2017-2018 shall be 101.875% [$163 \div 160$] of the Fixed Lease Payment for 2017-2018; if the CPI at the conclusion of the fiscal year 2018-2019 remained at 163, the CPI Rent Adjustment for the fiscal year 2018-2019 would be zero. In the event that the United State Department of Labor abandons the CPI, or fails to publish the CPI, then the Parties shall use whatever the United States Government publishes as a substitute to provide information as to increases in the cost of living for the West Urban Region. Subsequent annual adjustments

shall be effective on each successive anniversary of the Commencement Date for each succeeding year of the Lease until the expiration of the Lease Term except as follows.

7.3 Lease Payment Adjustment to Market Rate. At the beginning of the sixth (6th) year and each fifth year thereafter of the Term, the annual Fixed Lease Payment for the next year shall be based upon market rate rent for the Tehama County geographical region, but in no event less than the Rent for the preceding year.

7.4 In addition to the Fixed Lease Payment, commencing on [REDACTED], 20[REDACTED], Lessee shall pay the District [REDACTED] percent ([REDACTED]%) of Lessee's net revenue from operation of Agricultural Operations ("Percentage Lease Payment," collectively with the Fixed Lease Payment, the "Lease Payment"). The Lessee shall pay the District the Percentage Lease Payment within forty-five (45) days after the end of each Lease Year, which payment shall be certified by the Chief Financial Officer of the Lessee as to the amount of net revenue received by Lessee from the Agricultural Operation during the preceding Lease Year.

7.5 Lessee shall pay to District prorated lease payments for the Partial Lease Year at the same rate as the lease payment for the first full Lease Year. Fixed Lease Payments for the Partial Lease Year shall be paid by Lessee prior to the commencement of the Partial Lease Year. Percentage Lease Payments shall be paid by Lessee within forty-five (45) days after the end of the Partial Lease Year.

7.6 Lessee shall pay lease payments for the Approval Period at the rate of [REDACTED] (\$[REDACTED]) per day, to be paid in advance at the beginning of the Approval Period. If the Approval Period requires less than three (3) months, lease payments paid for the Approval Period in excess of lease payments due shall be credited against lease payments due for the Partial Lease Year.

7.7 Within thirty (30) days after completion of the Improvements, Lessee shall send District a written notification of completion together with certification that construction is in accordance with the plans and specifications reviewed by District. Lessee shall also send District copies of all construction contracts and payment vouchers related to the purchase and installation of the Improvements and an itemized statement of the cost of equipment purchased and installed, if applicable. Unless within thirty (30) days after receipt of Lessee's statement District sends Lessee its written notice that it disagrees with Lessee's statement or calculations contained therein, the total submitted to District by Lessee shall be deemed to be the Cost of Improvements.

7.8 Performance Deposit. The Parties agree that Lessee shall deposit with District a performance deposit in the amount of [REDACTED] Dollars (\$[REDACTED].00) upon execution of this Agreement ("Performance Deposit"). The Performance Deposit shall secure the timely, full and faithful performance by Lessee of each term, covenant, and condition of this Agreement. If, at any time, Lessee fails to make any payment or fails to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Agreement, District, without waiving or releasing Lessee from any obligation under this Agreement, may, but shall not be

obligated to, use, apply, or retain the whole or any part of the Performance Deposit: (i) to the extent of any sum due to District; (ii) to make any required payment on Lessee's behalf; or (iii) to compensate District for any loss, damage, attorneys' fees or cost sustained by District due to Lessee's default. In such event, Lessee shall, within five (5) days of written demand by District, remit to District sufficient funds to restore the Performance Deposit to its original sum. No interest shall accrue on the Performance Deposit. District shall not be deemed a trustee of the Performance Deposit, and may deposit the Performance Deposit with District's other funds. Should Lessee comply with all terms, covenants, and conditions of this Agreement, and at the end of the term of this Agreement leave the Property in the condition required by this Agreement, then the Performance Deposit, less any sums owing to District, shall be returned to Lessee within thirty (30) days after the termination of this Agreement and vacancy of the Property by Lessee.

7.9 Late Charges. Lessee acknowledges that late payment by Lessee to District of the Lease Payments and/or other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any Lease Payment or any other sum due from Lessee by 4:00 p.m. within ten (10) days after that amount is due, Lessee shall pay to District, as additional rent, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Lessee. Acceptance of such late charge by District shall in no event constitute a waiver of Lessee's default with respect to such overdue amount nor prevent District from exercising any of its other rights and remedies granted hereunder.

7.10 Additional Rent. Taxes and Assessments, late charges, costs and expenses which Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay such amounts, and all damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Lessee or failure on Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Lessee, District shall have all of the rights and remedies with respect thereto as District has for the nonpayment of the Lease Payments.

8. USE OF IMPROVEMENTS.

8.1 Priority of Use. Lessee's use of the Improvements shall take precedence and priority over any other person's or entity's use, other than the District's right to use as described in subparagraph 8.2, below.

8.2 District's Use. District shall have exclusive use of the School Improvements. District and Lessee shall have joint or shared use of the Agricultural Improvements as specified in in a schedule to be developed by the parties. District's right to use the Agricultural Improvements shall be non-exclusive, without charge to District, and shall

continue for the term of this Agreement.

8.3 Closure of District Property. The Parties recognize that the District Property may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall give notice to Lessee as far in advance as possible in the event the District Property is to be closed. Lessee shall immediately notify District of any conditions necessitating a closure of the District Property or any portion thereof.

8.4 Schedule of Use. District shall maintain the schedule of the District's use of the Agricultural Improvements.

8.5 District Rules and Regulations. Lessee shall strictly observe all rules and regulations of the District's Board of Education and all applicable federal, state, and local laws, ordinances and regulations during all periods of use.

9. MAINTENANCE. Lessee agrees to provide, at its own cost and expense, any and all maintenance of the Improvements.

9.1 Lessee's Responsibilities. Lessee shall maintain the Improvements, at its sole cost and expense. Lessee shall inspect the Improvements regularly and make repairs as needed. Maintenance to be provided by Lessee shall be staffed by Lessee's personnel, be consistent with the normal maintenance levels as applied to other comparable improvements, and shall ensure safe and healthful use.

9.2 Utilities and Maintenance Costs. Maintenance to be provided by Lessee shall also include payment by Lessee, at its own cost and expense, of any and all utility costs. If District is able to either separately meter or approximate the utility charges and/or fees for the Property, Lessee shall pay all utility charges and/or fees for the Property within thirty (30) days of written invoice by the District. These utility charges and/or fees shall be for, without limitation, the following services: water, sewer, storm water, gas, heat, light, power, telephone, data and cable service, electricity, trash and garbage collecting, refuse removal, recycling, sewage fees, and all other services supplied to the Property. If District is not able to separately meter or approximate these utility charges and/or fees for the Property, including all taxes and surcharges, Lessee shall pay a percent of District's utility charges and/or fees to be calculated based on the percent of the Property used by each within thirty (30) days of written request by District.

9.3 Annual Maintenance Schedule. At least three (3) months before the start of each Lease Year a Lessee representative shall meet with a District representative in order to determine an annual maintenance schedule which allows Lessee flexible access to the Property but which does not interfere with District Use. Either party may request, in writing, that the schedule be amended to accommodate circumstances that may arise during the year. Any schedule change shall be made only by mutual agreement.

9.4 Emergencies and Hazardous Conditions. Lessee or District shall have the

right to initiate action to resolve an emergency and/or hazardous condition in the Property on the most effective and efficient means possible with the least disruption to the Parties' use. The Party initiating the action shall give the other Party notice as soon as it is reasonable to do so, and shall provide the other Party notice in writing within five (5) days of initiating action.

9.5 Damage to Property. Lessee shall repair any damages to the Improvements. Lease Payments shall continue during any period that the Improvements have been damaged or destroyed.

10. OWNERSHIP OF IMPROVEMENTS. The Parties agree that the Agricultural Improvements shall remain exclusively the personal property of the Lessee during the term of the Agreement and the title to the Agricultural Improvements shall vest in the District upon expiration of this Agreement and acceptance thereof by the District. During the term of this Agreement, the District shall hold fee title to the Property and the School Improvements. Nothing in this Agreement shall change, in any way, the District's ownership of the Property.

11. INDEMNIFICATION. To the furthest extent permitted by California law, Lessee shall protect, defend, indemnify and hold harmless District, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement and/or Lessee's or Lessee's agent's presence on the Property or from any activity, work, or thing done, permitted, or suffered by the Lessee or Lessee's agents in conjunction with this Agreement unless the Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Lessee proposes to defend the Indemnified Parties. Lessee's indemnification obligations shall survive expiration or termination of this Agreement for any reason whatsoever.

12. INSURANCE.

12.1 Lessee shall, during the term of this Agreement, maintain in force with the minimum indicated limits, the following insurance: Commercial General Liability insurance: \$10,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; Automobile Liability – Any Auto: combined single limit of \$10,000,000; Excess Liability insurance: \$5,000,000; Workers Compensation: Statutory limits; and Employers' Liability: \$_____; Builder's Risk "All Risk" (Course of Construction) insurance, issued for the value and scope of the Improvements indicated herein; and, Personal Property coverage, for 100% of the insurable replacement value of Developer's personal property in, about, or on the Property.

12.2 All policies, endorsements, certificates shall be subject to approval by the District's Risk Manager as to form and content. Lessee agrees to provide the District with a copy of said policies, certificates, and endorsements in a form satisfactory to the District upon

execution of this Agreement. The policy(ies) shall not be terminated, allowed to lapse, amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation or amendment. Except for worker's compensation insurance, the Lessee shall provide the District an endorsement naming District as an additional insured on all policies. The Lessee's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Lessee shall not allow any subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of the Lessee, subcontractor, or agent has been obtained.

13. DEFAULT.

13.1 Except for the notice and cure provisions described herein, the following constitute a breach of the Agreement ("Breach"):

13.2 Default in the payment when due of any Lease Payment or other payment required to be made by Lessee hereunder, and the default shall not have been cured within five (5) days after written notice from District;

13.3 Lessee's failure to perform any other term, covenant or condition contained in this Agreement and the failure shall have continued for thirty (30) days after District gives written notice of such failure to Lessee; however, should Lessee's default involve a serious risk to the safety of the students or an illegal use of the Property, such cure must occur immediately. In the event the District has notified Lessee of default on the same basis on two prior occasions, the period to cure shall be reduced to five (5) business days. On the fourth occasion of default, the District may dispense with a cure period and determine that Lessee is in material default and commence termination of this Agreement.

13.4 The vacating or abandonment of the Property by Lessee before the expiration of the Lease Term.

13.5 The failure by Lessee to utilize the Property for the Project as authorized by this Agreement and the terms and conditions set forth herein.

13.6 Revocation or non-renewal of Lessee's license, permits or other authorization to operate.

13.7 Failure to keep in effect insurance as required herein.

13.8 The sequestration of, attachment of, or execution on, any substantial part of the property of Lessee or on any property essential to the Project, shall have occurred and Lessee shall have failed to obtain a return or release of the property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;

13.9 The Lessee or any guarantor of Lessee's obligations hereunder shall

generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;

13.10 Any case, proceeding or other action against the Lessee or any guarantor of the Lessee's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and the case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (ii) remains undismissed for a period of forty-five calendar (45) days;

13.11 If either Party commits a Breach of the Agreement, the non-Breaching Party shall give written notice to the breaching Party, specifying the Breach complained of by the non-Breaching Party.

13.12 The Breaching Party shall cure, correct or remedy the Breach within thirty (30) days after the Breaching Party receives written notice of the Breach as otherwise stated in this Agreement. However, if the period to diligently cure takes longer than thirty (30) days and the Party commences to cure the default within the thirty (30) day notice period, then that Party shall have such additional time as shall be reasonably necessary to diligently effect a complete cure. The Breaching Party shall not be in default of the Agreement during any cure period.

13.13 If a Breach is not cured in accordance with this Article 13, the Breaching Party shall be in default under the Agreement and the non-defaulting Party shall have the right to terminate the Agreement. The remedies in this paragraph are in addition to any additional remedies available at law or under this Agreement. A decision by a Party not to terminate this Agreement pursuant to this paragraph does not constitute a waiver of any other claims or remedies that either Party may have against the other.

13.14 Remedies. Upon any Event of Default, the occurrence of a dangerous condition on the Property, violation of any applicable law, regulation or rules, or if Lessee's license or insurance lapses, District shall have the following remedies, in addition to all other rights and remedies provided by law, to which District may resort cumulatively, or in the alternative:

13.14.1 Recovery of Lease Payments. District shall be entitled to keep this Agreement in full force and effect (whether or not Lessee shall have abandoned the Property) and to enforce all of its rights and remedies under this Agreement, including the right to recover Lease Payments, and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three (3%) percent per annum from the due date of each Lease Payment, Additional Rent, or other sum until paid, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Agreement and shall not excuse or cure any default by Lessee under this

Agreement.

13.14.2 Termination. District may terminate this Agreement by giving Lessee written notice of termination. On the giving of the notice all of Lessee's rights under this Agreement and in the Property shall terminate. Upon the giving of the notice of termination, Lessee shall surrender and vacate the Property in the condition required under this Lease, and District may re-enter and take possession of the Property and all the remaining improvements or property and eject Lessee or any of Lessee's subtenants, assignees or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this section shall not release Lessee from the payment of any sum then due District or from any claim for damages, Lease Payments previously accrued or then accruing against Lessee. In no event shall any one or more of the following actions by District constitute a termination of this Agreement:

- 13.14.3** maintenance and preservation of the Property;
- 13.14.4** efforts to relet the Property;
- 13.14.5** appointment of a receiver in order to protect District's interest hereunder;
- 13.14.6** consent to any subletting of the Property or assignment of this Agreement by Lessee, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- 13.14.7** any other action by District or District's agents intended to mitigate the adverse effects from any breach of this Agreement by Lessee.

13.15 Damages. In the event this Agreement is terminated, District shall be entitled to damages in the following sums:

- 13.15.1** the worth at the time of award of the unpaid Rent which have been earned at the time of termination; plus,
- 13.15.2** the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus,
- 13.15.3** the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and,
- 13.15.4** any other amount necessary to compensate District for all detriment proximately caused by Lessee's failure to perform Lessee's obligation under this Agreement, or which in the ordinary course of business would be likely to result therefrom

including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Property; (ii) real estate broker's fees, reasonable advertising costs and other expenses of reletting the Property; (iii) costs of carrying the Property and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Property; (v) reasonable attorneys' fees and court costs; and, (vi) any unamortized real estate brokerage commission paid in connection with this Agreement;

13.15.5 the "worth at the time of award" of the amounts referred to in Subsections 13.15.1 and 13.15.2 of this section, is computed by allowing interest at the rate of Bank of America's or its successor reference rate plus three (3%) percent per annum. The "worth at the time of award" of the amounts referred to in Subsection 13.15.3 of this section is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one (1%) percent. The term "Rent" as used in this section shall include Lease Payments, Additional Rent and all other sums required to be paid by Lessee to District pursuant to the terms of this Agreement.

14. NOTICES.

14.1 All notices required or permitted to be given under this Agreement shall be in writing, personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

DISTRICT:

Corning Union High School District
Attention: Superintendent
643 Blackburn Ave.
Corning, CA 96021

LESSEE:

14.2 Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit in the mail. Notice provided by overnight delivery shall be deemed effective the next business day after delivery to the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

15. HAZARDOUS MATERIALS.

15.1 Hazardous Materials on Property. District and Lessee agree as follows with respect to the existence or use of Hazardous Materials on the Property including any improvements made by Lessee.

15.2 Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local

governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, the California Department of Toxic Substances Control, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

15.3 Hazardous Materials. Lessee shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the District Property and any Improvements by Lessee or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard supplies which shall be used and stored in strict compliance with Environmental Laws. Lessee shall comply with all Environmental Laws.

15.4 Responsibility of Lessee. From and after the Effective Date, Lessee shall be solely responsible for all environmental matters affecting the Premises and Improvements thereon. Lessee has been afforded the opportunity under the Option to enter the Property during the option period for the purpose of conducting tests, engineering studies, to satisfy itself of the condition of the Property with respect to Hazardous Materials. Without limiting the preceding sentence:

15.4.1 Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Property and Improvements by any person or entity shall be the responsibility of Lessee and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Agreement.

15.4.2 It shall be the duty of Lessee to insure that the Property and Improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Property and Improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Laws.

15.4.3 Lessee shall have and discharge all of the duties and obligations of the owner of the Property and Improvements thereon under applicable Hazardous Materials Laws, including, but not limited to, response and remediation; and

15.4.4 Lessee shall be responsible for all liability to third parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and Improvements.

15.5 Indemnification. Lessee shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District and its trustees, agents and employees from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Property and Improvements.

15.6 Lessee Action. If the presence of Hazardous Materials on the Property and Improvements from any source whatsoever results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Lessee is responsible therefore under applicable law, then Lessee shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Property and Improvements or any part thereof. Lessee shall further be solely responsible for, and shall defend, indemnify and hold District and its agents harmless from and against, all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any investigation and remediation required hereunder to return the Property and Improvements to full compliance with all Hazardous Materials Laws.

15.7 Notice. District and Lessee shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the District Property and Improvements, and (ii) any contamination of the District Property and any improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. Lessee may use small quantities of household chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business on the Property and such other Hazardous Materials as are necessary for the operation of its Project of which District receives notice prior to such Hazardous Materials being brought onto the Property and to which District consents in writing. As a condition to its consent, District may require from Lessee or any subtenant additional security and/or indemnification against potential claims or losses resulting from the presence or use of such Hazardous Materials at or on the Property. At any time during the Term, Lessee shall, within thirty (30) days after written request therefore received from District, disclose in writing all Hazardous Materials that are being used by Lessee or subtenants on the Property, the nature of the use, and the manner of storage and disposal.

15.8 Monitoring Wells. In the event that District has reason to believe that Hazardous Materials may be present on the District Property, District may require that, at Lessee's expense, testing wells be installed on the District Property, at locations determined by District, and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Lessee shall comply promptly with any such request.

15.9 Survival. The obligations of Lessee under this Section shall survive the expiration or earlier termination of this Lease. The rights and obligations of District and Lessee with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Lease and this Section, the terms of this Section shall control.

15.10 Release or Spill Caused by Lessees. In the event that Lessee causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Property. Lessee shall be solely responsible for all costs associated with the proper handling, mitigation, remediation and disposal of the Hazardous Materials and all related cleanup.

16. TIME OF THE ESSENCE. Time is expressly declared to be of the essence in this Agreement.

17. ASSIGNMENT. Lessee shall not assign its rights, duties or privileges under this Agreement, nor attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the express written consent of the District.

18. NON-DISCRIMINATION. Lessee shall not employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.

19. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

21. VERIFICATION OF QUALIFICATIONS. Lessee shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with the Lessee's duties or obligations pursuant to this Agreement or the Lessee's use of the Property.

22. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS. Lessee shall ensure compliance with the fingerprinting requirements of Education Code section 45125.1 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.

23. FORCE MAJEURE. Neither Party shall be held responsible or liable for an

inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or terrorism ("Force Majeure"). Any Party relying on a Force Majeure shall give the other Party reasonable notice thereof, and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting the obligations of the Party claiming such Force Majeure to a third party and extending the time periods for performance.

24. DISPUTE RESOLUTION. If a dispute arises that is related, in any way, to this agreement, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.

25. ATTORNEYS' FEES. If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing Party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing Party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

26. CALIFORNIA LAW. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.

27. PROHIBITED ACTIVITIES. Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Property. Profane language, quarreling, fighting, and/or gambling is also prohibited.

28. CONFLICT OF INTEREST. Lessee agrees that it shall avoid any relationship with the District that constitutes or potentially constitutes a conflict of interest between Lessee, if applicable, and the District. This prohibition shall extend to employment with District, in cases where a conflict of interest may arise from said relationship.

29. WAIVER. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

31. AMENDMENTS. Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the

Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.

32. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

33. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.

34. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

35. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

36. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education.

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

**CORNING UNION HIGH SCHOOL
DISTRICT**

Date: _____, 2018

By: _____
Print: _____
Title: _____

Date: _____, 2018

By: _____
Print: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION AND MAP OF DISTRICT PROPERTY

Location: The property is located in the unincorporated area of Tehama County, California, a quarter of a mile from the southeast City Limit of Corning.

Description: The property is approximately 176 acres and consists of three adjacent parcels in the northwest quarter of section 26 and the northeast quarter of section 25 of Township 24N, Range 3W. Most of the property is defined by the county road right-of-ways of Loleta Avenue, Marguerite Avenue, and South Avenue. Elsewhere the perimeter fences are old and could constitute accepted property lines. The deed describes the property line along Jewett Creek as following the south bank of the stream. The property is in the Williamson Act; the zoning is *Exclusive Agriculture - Agricultural Preserve* (EA-AT). A longitude and latitude coordinate near the center of the property is reported as 39° 54' 36" N 122° 09' 50" W.

EXHIBIT A



This map can be viewed at Corning Union High School
District offices located at 643 Blackburn Avenue, Corning, CA 96021

LEGEND

- APN Boundary
- Field Distribution Boundary
- A-1 Field Identification
- Approximate Location of original lines

0 300
Scale in Feet



Hodgers Ranch

3640 Margarita Avenue
Corning, California

SITE PLAN

February 2016

Figure 2

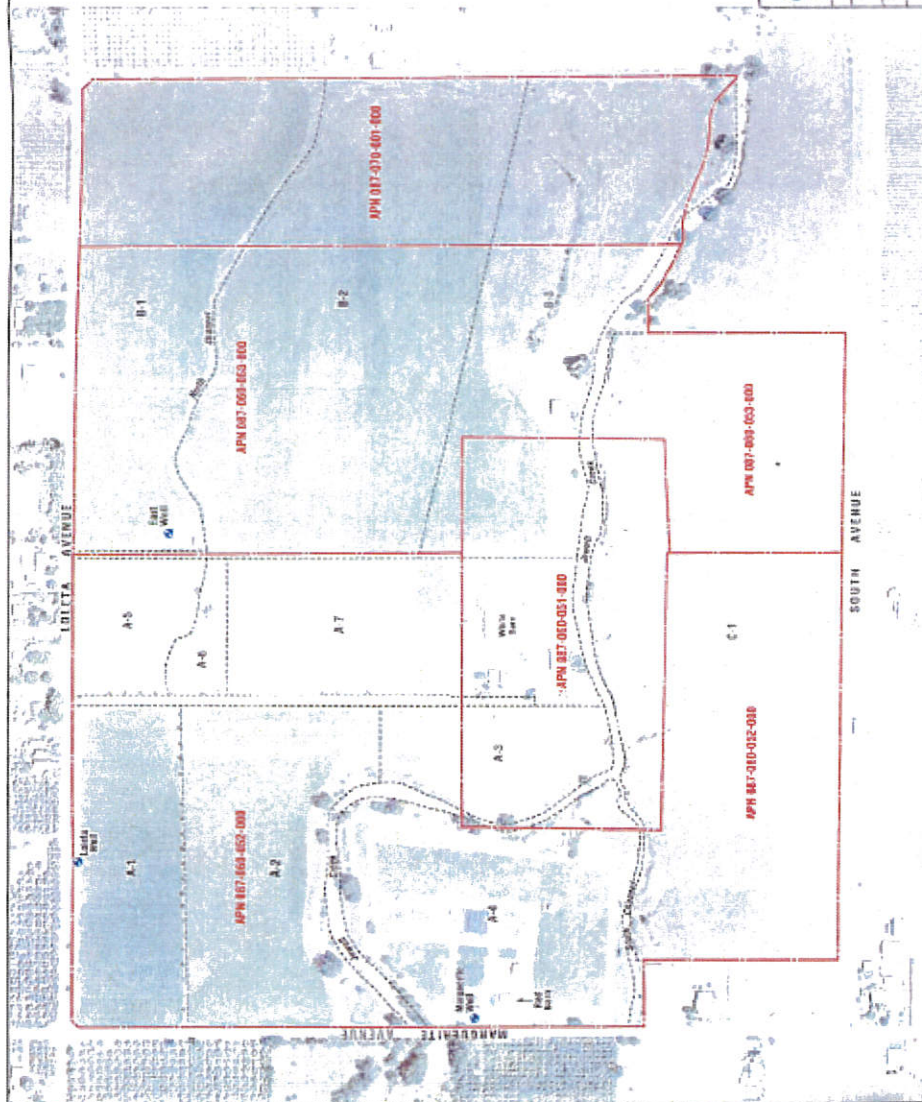


EXHIBIT "B"

This map can be viewed at Corning Union High School District offices
located at 643 Blackburn Avenue, Corning, CA 96021

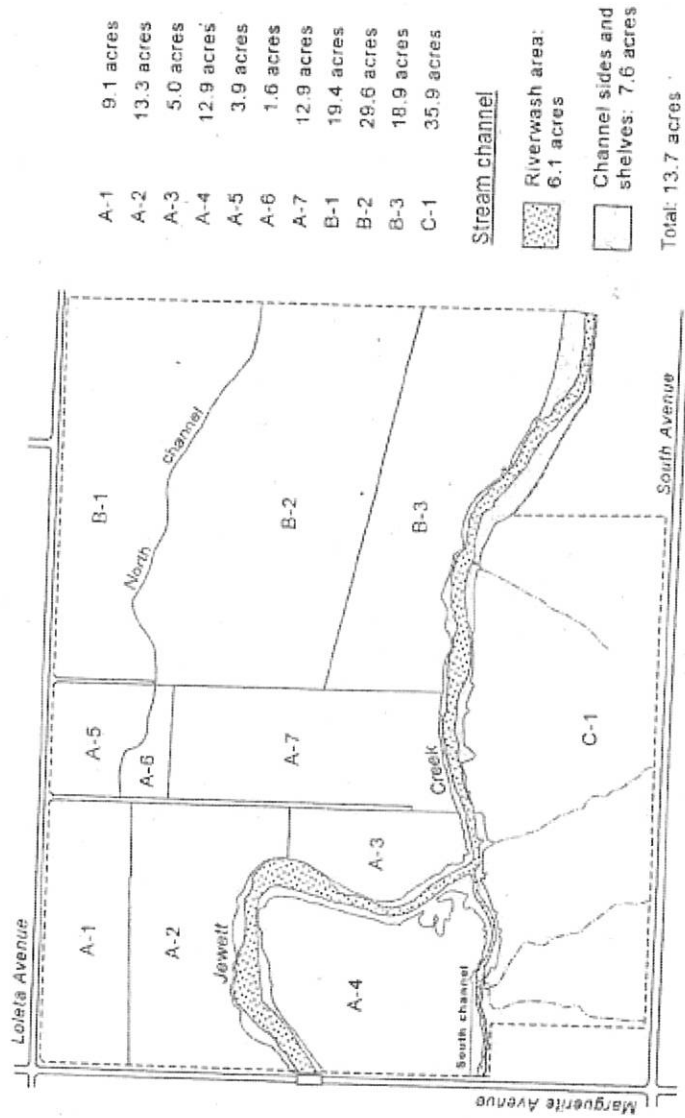


EXHIBIT "C"

DESCRIPTION OF AGRICULTURAL IMPROVEMENTS

EXHIBIT "D"

DESCRIPTION OF SCHOOL IMPROVEMENTS

EXHIBIT “E”

**PLANS AND SPECIFICATIONS – AGRICULTURAL AND SCHOOL
IMPROVEMENTS**

**[Attach or, at a minimum, state location of: Plans, drawings, addenda, and
specifications.]**

EXHIBIT "F"

SCHEDULE OF PERFORMANCE

**CORNING UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 402**

**RESOLUTION DECLARING THE INTENTION OF THE CORNING UNION HIGH
SCHOOL DISTRICT TO SOLICIT AND ACCEPT PROPOSALS FOR THE
DEVELOPMENT AND JOINT OCCUPANCY OF DISTRICT-OWNED PROPERTY**

WHEREAS, the District is the fee owner of approximately 175 acres of certain partially developed real property identified as all or a portion of Tehama County Assessor Parcel Nos. ("APNs") 087-060-052-000, 087-060-053-000, 087-070-001-000, 087-060-051-000, located in Corning, California, (the "District Property") more particularly described on **Exhibit "A"** hereto, a portion of which is currently used by the District for its Agricultural Education program;

WHEREAS, the District desires to receive proposals for the development and joint occupancy of approximately 80-100 acres of the District Property ("Property");

WHEREAS, the District intends to continue to use a portion of the District Property for its Agricultural Education program;

WHEREAS, subject to approval by the State Board of Education, the District is authorized to enter into leases and agreements relating to real property and buildings to be used jointly by the District and any private person, firm, or local government agency pursuant to Education Code section 17515 et seq.;

WHEREAS, Education Code Section 17515, et seq., allows a school district to solicit proposals for the development and joint occupancy of district property for a term not to exceed sixty-six (66) years;

WHEREAS, Education Code Section 17521 requires that the Governing Board of the District adopt a resolution declaring its intention to consider proposals for the development and joint occupancy of the Property at a regular open meeting of the Board;

WHEREAS, Education Code Section 17522 requires that the District provide notice of the adoption of the resolution and of the time and place of the subsequent meeting at which proposals shall be received by publishing the resolution at least once a week for three weeks in a newspaper of general circulation published in the District if there is one, or if none is published in the District, in a newspaper published in the county of Tehama;

WHEREAS, Education Code section 17524 requires that the Governing Board obtain the approval of a proposal by the State Board of Education before it enters into a contract incorporating any proposal received;

WHEREAS, Education Code section 17524 requires that any party with whom it enters into a lease or agreement, pursuant to Education Code section 17515 et seq., shall file one of the following, as determined by the Governing Board: (1) a bond for the performance of the lease or

agreement; or (2) an irrevocable letter of credit issued by a state or national bank or a federal or state credit union for the performance of the lease or agreement; and

WHEREAS, the Governing Board has determined that it is in the best interests of the District to jointly occupy the Property.

NOW THEREFORE, Be It Resolved that:

1. The District's Board finds that the foregoing recitals are true.
2. The Board hereby authorizes staff to provide notice of the District's intent to accept proposals for the development and joint occupancy of the Property in the manner required by Education Code section 17522.
3. The Board hereby sets **May 17, 2018, at 5:45 p.m.**, or as soon thereafter as the matter comes on for consideration at the regularly scheduled Board meeting to be held on that date, at the Board room located at the District offices at 643 Blackburn Avenue, Corning, California ("District Office"), as the Board meeting at which written proposals for the development and joint occupancy of the Property will be received.
4. The Board authorizes staff, subsequent to that Board meeting, to evaluate all plans and proposals submitted for the joint occupancy of the Property and to provide a report and recommendation to the Board for its consideration at the Board meeting to be held on **June 21, 2018, at 5:45 p.m.** at the District Office.
5. The Board hereby authorizes the Superintendent and the Superintendent's designees to take all steps necessary to carry out the requirements of this Resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of February, 2018.

President of the Governing Board for the Corning
Union High School District

Secretary of the Governing Board of the Corning
Union High School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF TEHAMA)

I, _____, Secretary of the Governing Board of Corning Union High School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 15th day of February, 2018, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:


Secretary of the Governing Board of
Corning Union High School District

EXHIBIT "A"
Description of District Property

Location: The property is located in the unincorporated area of Tehama County, California, a quarter of a mile from the southeast City Limit of Corning.

Description: The property is approximately 176 acres and consists of three adjacent parcels in the northwest quarter of section 26 and the northeast quarter of section 25 of Township 24N, Range 3W. Most of the property is defined by the county road right-of-ways of Loleta Avenue, Marguerite Avenue, and South Avenue. Elsewhere the perimeter fences are old and could constitute accepted property lines. The deed describes the property line along Jewett Creek as following the south bank of the stream. The property is in the Williamson Act; the zoning is *Exclusive Agriculture - Agricultural Preserve* (EA-AT). A longitude and latitude coordinate near the center of the property is reported as 39° 54' 36" N 122° 09' 50" W.

1997

 APN Boundary
 Field Description Boundary
 A-1 Field Identification
 Approximate Location of

三



GEOCON
CONSULTANTS, INC.

Product: **Product**
 3027 **Marguerite**
 Canning, **Confidential**

SITE PLAN

February 2016.

10

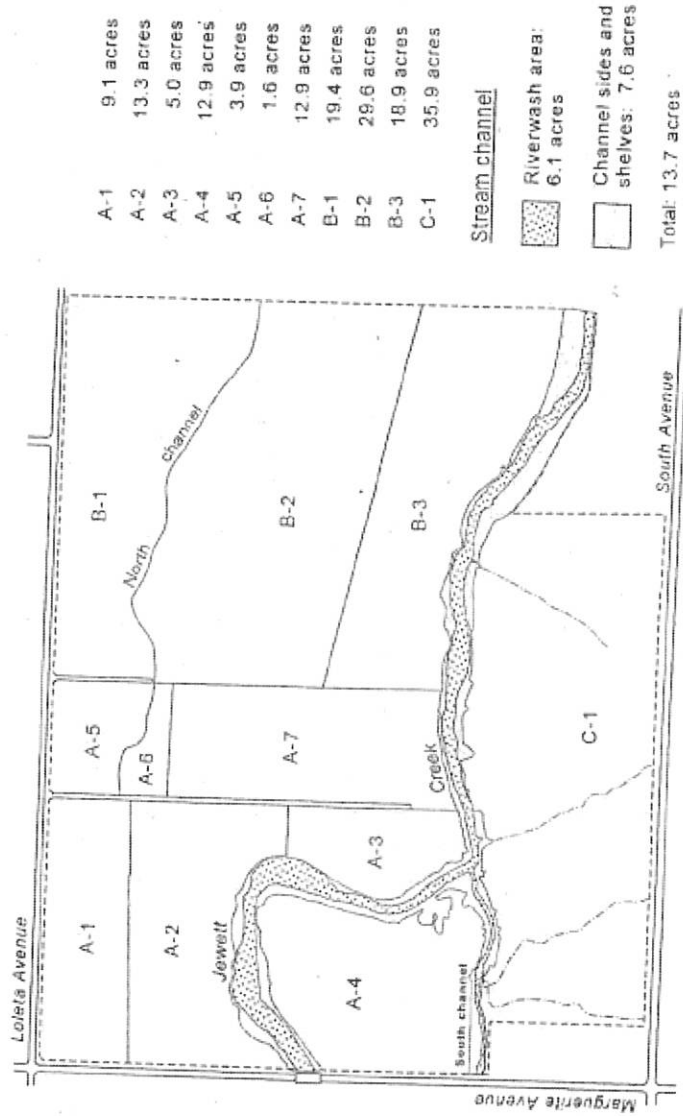
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DWK DMS 3191757v2

EXHIBIT A

This map can be viewed at Corning Union High School District offices located at 543 Blackburn Avenue, Corning, CA 96021



OPTION CONTRACT

THIS OPTION CONTRACT ("Option") is entered into this [REDACTED] day of [REDACTED], 2018 ("Effective Date") by and between the Corning Union High School District ("District"), a public school district of the State of California and [REDACTED], a [REDACTED] ("Optionee") under the terms and conditions set forth below. District and Optionee may be referenced individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the District is the fee owner of approximately 175 acres of partially developed certain real property identified as all or a portion of Tehama County Assessor Parcel Nos. ("APNs") 087-060-052-000, 087-060-053-000, 087-070-001-000, 087-060-051-000, located in Corning, California, and more particularly described on **Exhibit "A"** attached hereto ("District Property") of which District intends to enter into an agreement for Optionee's development and use of not more than [REDACTED] acres identified as Tehama County APNs [REDACTED], [REDACTED], and more particularly described in **Exhibit "B"** attached hereto ("Property");

WHEREAS, the District is authorized to enter into leases and agreements relating to real property and buildings to be used jointly by the District and any private person, firm, or corporation pursuant to Education Code section 17515 et seq.;

WHEREAS, on or about February 15, 2018, the District issued a Request for Proposals ("RFP") for the development of an agricultural operation as described in **Exhibit "C"** hereto, including onsite and offsite facilities, utilities, and improvements (the "Project");

WHEREAS, Optionee submitted a proposal in response to the RFP and was selected by the District as the successful proposer with whom District would entertain further negotiations for the development and lease of the Property; and

WHEREAS, the District intends to enter into this Option with Optionee to negotiate mutually agreeable terms and conditions for a subsequent development and lease agreement for the Project on the Property.

NOW, THEREFORE, District and Optionee agree as follows:

1. **Good Faith Negotiations**

The District and the Optionee agree for the term set forth below to negotiate diligently and in good faith to prepare a Joint Occupancy and Lease Agreement ("Agreement") to be entered into between the District and the Optionee with respect to the Property. The District agrees to negotiate exclusively with the Optionee with respect to the Property during the term of this Option.

1.1. Term of Option.

The Parties agree to negotiate for up to a three (3) month term, beginning from the Effective Date of this Option ("Option Period").

1.1.1. If, by 5:00 p.m., Pacific Standard Time, on the ninetieth (90th) day from the Effective Date of this Option, the Optionee has not signed and submitted the Agreement to the District, then this Option shall automatically terminate unless the Option Period has been extended in writing by mutual agreement of the District and the Optionee. If the Agreement is signed and submitted to the District by the Optionee within the Option Period, then this Option shall be extended for sixty (60) days ("District Action Period") to allow the District to obtain the required approvals and execute the Agreement, if said approvals have been granted.

1.1.2. If the District has not signed the Agreement by the end of the District Action Period, then this Option shall automatically terminate unless the District Action Period has been extended in writing by mutual agreement of the District and the Optionee.

1.2. Optionee Deposit

1.2.1. Prior to the execution of this Option by the District, the Optionee shall submit a good faith deposit to the District in the amount of Twenty Thousand Dollars (\$20,000) ("Initial Optionee Deposit," collectively with all other deposits by Optionee, the "Optionee Deposits"). The Initial Optionee Deposit may be made in the form of a cashier's check, or any other form that is acceptable to the District, naming the District as payee thereon, as applicable, to ensure that Optionee proceeds diligently and in good faith to negotiate and perform all of the Optionee's obligations under this Option. District shall notify the Optionee at the point that the Initial Optionee Deposit or any subsequent Optionee Deposit falls below the amount of Ten Thousand Dollars (\$10,000.) at which time District may request a subsequent Optionee Deposit in an amount such that the total Optionee Deposits shall be no less than Twenty Thousand Dollars (\$20,000.) ("Total Optionee Deposit") to cover District Costs in excess of the previous Optionee Deposits. Optionee shall submit all subsequent Optionee Deposits within ten (10) calendar days of the District's request.

1.2.2. If the Optionee has negotiated diligently and in good faith, including, but not limited to, attending all necessary project meetings, responding to information requests by the District, and willingly providing all appropriate concepts, drawings, plans and/or architectural information requested by the District in furtherance of negotiations and project development, then any unused portion of the Optionee Deposit shall be

applied to the Performance Agreement if the Parties execute the Agreement or shall be returned to Optionee upon termination of negotiations if the Parties do not execute the Agreement. If Optionee has not negotiated diligently and in good faith, the Optionee Deposit shall be retained by the District. Failure to agree on the terms and conditions of the Agreement shall not in itself be considered a lack of good faith.

2. **Proposed Project**

2.1. **Project Concept and Essential Terms and Conditions**

2.1.1. The proposed Project to be negotiated hereunder shall be for development and lease of 80-100 undeveloped acres of the District Property to the Optionee to develop the Project pursuant to the joint occupancy provisions of Education Code section 17515 et seq. ("Joint Occupancy Statutes"). Under the Joint Occupancy Statutes, the District is required to make some joint use or occupancy of the property that is being developed and leased. Therefore, in addition to the primary development of the Property as an agricultural operation, some portion of the Project developed on the Property will be used and /or occupied by the District. Examples of such uses include, but are not limited to, onsite facilities, utilities, or improvements used for the agricultural operation development and production, and facilities or improvements that can be used by the District as part of its Agricultural Education program, including but not limited to classrooms.

2.1.2. The essential terms and conditions of the Agreement to be entered into with the Optionee shall be in conformance with the Project as described above and with the following requirements:

2.1.2.1. The design and architecture of the Project contemplated by this Option shall be refined and agreed upon through a collaborative effort of the Optionee and the District, with all third party associated costs paid by the Optionee.

2.1.2.2. The Optionee shall design and construct the Project on the Property, at its own cost and expense, in accordance with a Schedule of Performance to be negotiated as part of the Agreement, and in accordance with plans and specifications prepared by the Optionee and approved by the District.

2.1.2.3. The Optionee shall design and construct the Project on the Property in accordance with the then applicable land use requirements. The Optionee shall also prepare and process applications for and obtain from all federal, state and local governmental entities with jurisdiction over the Property

and the Project, all applicable land use, planning and zoning approvals, permits and entitlements for the Project on the Property, all with the reasonable good faith cooperation and support of the District.

- 2.1.2.4. The District and the Optionee shall negotiate in good faith a Schedule of Performance with a target date of eighteen (18) – twenty four (24) months from approval of this Option by the District to completion of the Project, with significant milestones for completion of the Project. The Schedule of Performance shall be incorporated into the Agreement.
- 2.1.2.5. The Optionee shall submit to the District a Performance Deposit in an amount specified in the Agreement and form acceptable to the District at the time the District executes the Agreement with the Optionee.
- 2.1.2.6. The terms and conditions under which the District shall lease the District Property to the Optionee shall be set forth in the Agreement.

2.2. Obligations of the Optionee

- 2.2.1. Within thirty (30) days following the Board approval of this Option by the District, Optionee shall submit to the District a Property Plan (“Property Plan”) and detailed architectural renderings, as appropriate, of the Project. The Property Plan and detailed architectural renderings are supplemental to the plans and drawings submitted in response to the Request for Proposal and shall include a well- defined architectural layout for the Project addressing the design and development quality issues related to the Project’s use and location.
- 2.2.2. Within forty five (45) days following the Board approval of this Option by the District, Optionee shall provide the District with a letter from its financial institution (in a form and substance acceptable to the District Superintendent or designee), outlining that financial institution’s intent to provide the financing resources necessary for the construction and development of the Project by the Optionee (“Financing Letter”).
- 2.2.3. The Optionee shall be responsible for the preparation, including all associated costs, of any environmental approvals, compliance, studies, reports, or documents required by law, by any public agency with jurisdiction over the Project, or pursuant to the Agreement and/or this Option, including, but not limited to, compliance with the California Environmental Quality Act.

2.2.4. From time to time, as requested by the District, the Optionee agrees to make reasonable oral and written progress reports, and to submit to the District reports and analyses, advising the District on all matters related to the Project, including financial feasibility analyses, construction cost estimates, marketing studies and similar due diligence matters (collectively referenced as "Information"). Should negotiations not result in an agreement between the District and Optionee, the District may use the Information provided by the Optionee in any way deemed by the District to be of benefit to a subsequent development project for the Property.

3. **Lease Amount and/or Other Consideration**

The lease amount payable by the Optionee to the District for lease of the District Property shall be provided in the Agreement.

4. **The Optionee**

4.1. Office of the Optionee

The principal office of the Optionee is located at:

[REDACTED]
[REDACTED]
[REDACTED]

4.2. Principals and Employees of the Optionee

Optionee's officers and employees, who shall be directly involved in the Project, are as follows: [REDACTED], [REDACTED] and [REDACTED].

4.3. **Optionee's Partnership/Corporate Information**

The Optionee shall submit a copy of any executed limited liability company or corporate organizational documents identifying the current principals/corporate officers of the Optionee, as applicable. The Optionee is required to make full disclosure to the District of its principals, officers, stockholders, members, partners, joint venture partners, employees, and other associates (collectively referenced as "Associates"). All Associates are subject to District approval, and no Associate shall have any conflict of interest that would affect District's ability to enter into the Agreement.

4.4. **Optionee's Negotiation Representatives**

The Optionee has designated the following person(s) to negotiate the Agreement with the District, and to engage in the activities necessary to determine the feasibility of the Project: _____, _____ and _____.

4.5. Optionee's Contractors and Consultants

Prior to the submission of the executed Agreement, the Optionee shall disclose the names and addresses of Optionee's architect(s), building contractor(s), and any other contractor(s) or consultant(s) performing work or services on the District Property in furtherance of the Agreement.

5. **The Optionee's Financial Capacity**

5.1. Financial Statement

Financial statements of the Optionee shall be submitted to the District as requested by the District for the purposes of this Option.

5.2. Equity

The Optionee proposes to obtain its equity capital in the following manner and from the following sources: _____.

5.3. Construction Financing

The Optionee proposes to obtain its construction and development financing for the Project in the following manner and from the following source: _____.

5.4. Long-Term Project Financing

The Optionee proposes to obtain its long-term Project financing in the following manner and from the following sources: _____.

5.5. Full Disclosure

The Optionee shall make and maintain full disclosure to the District of the methods of financing and the financing documents to be used in the Project. The Optionee shall not place any lien on or in any way encumber the District Property or any part of it.

6. **The Optionee**

Optionee has submitted to the District a detailed description of the relevant experience of the Optionee and its principals, stockholders, members, partners, joint venturers,

employees and other associates ("Experience"). The District has relied upon Optionee's Experience as a primary reason for entering into this Option.

7. **Nondiscrimination and Equal Opportunity**

The Optionee shall not discriminate against any employee, applicant for employment, District student, volunteer, or other person authorized by the District to be on the District Property, on any basis prohibited by law. The Optionee shall provide equal opportunity in all employment practices.

8. **District's Responsibilities**

8.1. **District Assistance and Cooperation**

The District shall cooperate with Optionee by providing the Optionee with appropriate information and assistance in District's possession and control including:

8.1.1. Identify the steps necessary to accommodate the development of the Project on the District Property consistent with the terms of the Agreement.

8.1.2. Work with the Optionee to plan and prepare for the expeditious preparation and processing of any necessary plans and documents including, but not limited to, environmental review documents, conceptual development and building permits, and requirements for other approvals and/or entitlements.

8.1.3. Respond on a timely basis to questions and all submittals by Optionee.

8.1.4. Notify other proposers that during the Option Period, the District and its staff, consultants and/or agents shall not negotiate with any person or entity, other than the Optionee, regarding the Agreement for the development of the Project. However, if less than the entire District Property will be required for the Project as contemplated by the Parties during the Option Period, the District may negotiate and/or discuss with potential third party Optionees the development of any portion of the District Property not required for the Project.

8.1.5. Cooperate with the Optionee in connection with applications for all necessary governmental approvals, permits and entitlements for interim uses of the District Property and for the Project on the District Property.

8.2. **Board Approval of Agreement**

If the negotiations hereunder culminate in the Agreement which involves the development and lease of the District Property to the Optionee, the Agreement shall become effective only after and if the Agreement has been considered and approved by the District Board at a public meeting, after submittal to and consideration by the State Board of Education.

9. **Need for Agreement**

9.1. **Intent of the Parties**

The parties acknowledge and agree that this Option is for the sole purpose of evidencing the parties' intent to negotiate in good faith the terms of the Agreement and enter into the Agreement. The parties do not intend to be bound to an Agreement until a final written Agreement is executed by both parties. In the event the final, written Agreement is not executed by both parties within the time provided in Section 1 herein, this Option shall automatically terminate, and be of no further force or effect, unless extended by action of the District and the Optionee.

9.2. **District's Acknowledgement**

The District's acknowledgment of this Option is merely an agreement to enter into a period of negotiations according to the concepts presented herein, reserving final discretion and approval to the District's Board.

10. **Defaults and Remedies**

10.1. **Defaults**

10.1.1. Failure by either Party to perform any covenant of this Option constitutes a default under this Option, in which case the following shall apply:

10.1.1.1. The injured Party may give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Option and the Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right under Section 10.2 of this Option.

10.1.1.2. If any event of default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default written notice of such default. The Party in default shall have a period of thirty (30) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured Party.

10.1.2. Any notice of default that is personally delivered (including by means of professional messenger service, or courier service such as United Parcel Service or Federal Express), shall be deemed received on the documented date of receipt; and any notice of default that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received five (5) days after the date of mailing.

10.2. Termination

Subject to the notice and cure provisions of Section 10.1 of this Option, each Party shall have, as its sole and exclusive remedy, the right to terminate this Option (and to retain or receive a return of the Optionee Deposit, as applicable), by providing written notice to the other Party, in the event of any uncured default.

11. Miscellaneous Provisions

11.1. Assignment

Optionee may not assign its rights and obligations under this Option to any person or entity without the prior written consent of the District.

11.2. Time of Essence

Time is expressly declared to be of the essence in this Option and of every provision hereof in which time it is an element.

11.3. Notices

11.3.1. Any notice to be given or other document to be delivered by any party to the other or others hereunder, may be delivered in person to the designated office or party, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service, and addressed to the party for whom intended, as follows:

11.3.2. If to Optionee:



Attn: _____

11.3.3. If to District:

Corning Union High School District
643 Blackburn Avenue
Corning, CA 96021
Attn: Superintendent

11.3.4. Either Party may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon personal delivery, or (b) as of the fifth (5th) business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, (c) the immediately succeeding business day after deposited with Federal Express or other similar overnight delivery system.

11.4. Entire Agreement; Counterparts

This Option constitutes the entire, final and integrated agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the parties hereto. This Option may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11.5. Binding Effect

This Option shall be binding on and inure to the benefit of the parties to this Option and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Option.

11.6. Governing Law

This Option has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California. Any action to enforce this Option shall be brought in the County of Tehama in the State of California.

11.7. Titles and Captions

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Option or any provision hereof. All references to Sections herein shall mean Sections of this Option unless otherwise specified.

11.8. Interpretation

No provision in this Option is to be interpreted for or against either party because that party or his legal representatives drafted such provision.

11.9. Waiver

No breach of any provision hereof may be waived unless the waiver is in writing. The waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

11.10. Amendment

This Option may be amended only by a written agreement executed by the Parties in interest at the time of the modification.

11.11. Supersession by the Agreement

Following mutual execution by the District and the Optionee of the Agreement, this Option shall be of no further force or effect. In the event of any conflict between the provisions of this Option and the Agreement approved by the District and the Optionee, the provisions of the Agreement shall for all purposes prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Option on the dates set forth below.

**CORNING UNION HIGH SCHOOL
DISTRICT**

Date: _____, 2018

By: _____

Print: _____

Title: _____

Date: _____, 2018

By: _____

Print: _____

Title: _____

EXHIBIT "A"
District Property Map and Legal Description

Location: The property is located in the unincorporated area of Tehama County, California, a quarter of a mile from the southeast City Limit of Corning.

Description: The property is approximately 176 acres and consists of three adjacent parcels in the northwest quarter of section 26 and the northeast quarter of section 25 of Township 24N, Range 3W. Most of the property is defined by the county road right-of-ways of Loleta Avenue, Marguerite Avenue, and South Avenue. Elsewhere the perimeter fences are old and could constitute accepted property lines. The deed describes the property line along Jewett Creek as following the south bank of the stream. The property is in the Williamson Act; the zoning is *Exclusive Agriculture - Agricultural Preserve* (EA-AT). A longitude and latitude coordinate near the center of the property is reported as 39° 54' 36" N 122° 09' 50" W.

EXHIBIT "B" Property Subject to Option

This map can be viewed at Corning Union High School District offices
located at 643 Blackburn Avenue, Corning, CA 96021

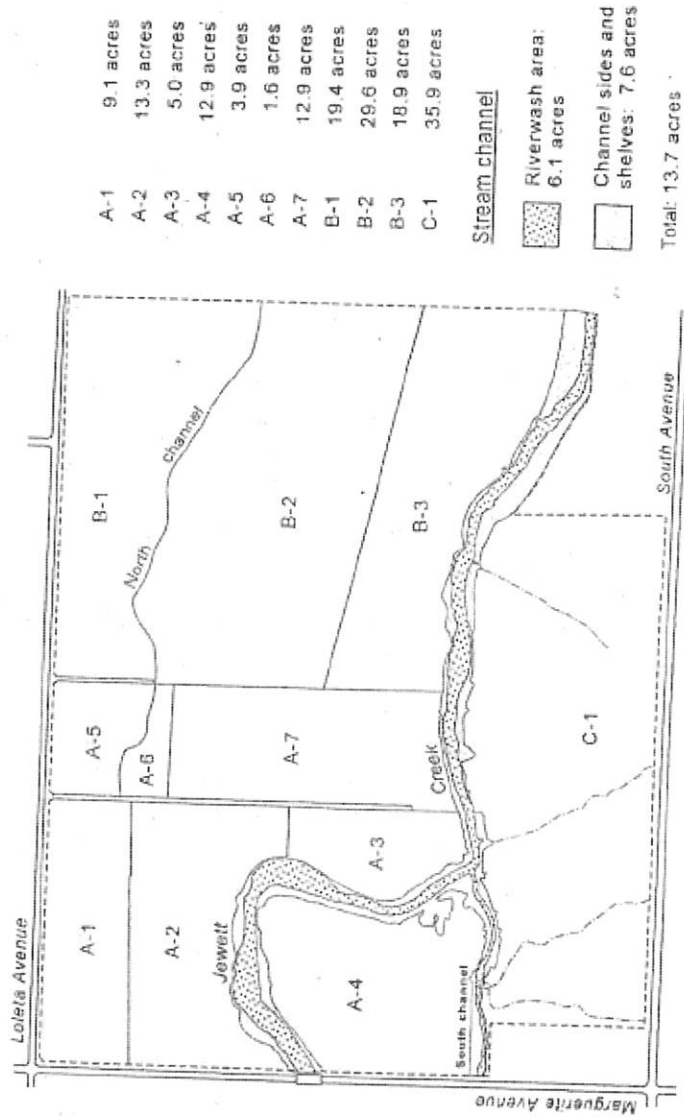


EXHIBIT "C"
Description of Project

**CORNING UNION HIGH SCHOOL DISTRICT RFP #402
TIMELINE FOR SUBMISSION AND CONSIDERATION OF PROPOSALS FOR
DEVELOPMENT AND LEASE OF SUBJECT PROPERTY FOR JOINT OCCUPANCY
BY CORNING UNION HIGH SCHOOL DISTRICT***

- February 15, 2018:** Board approves Resolution of Intention to Solicit Proposals for Development and Joint Occupancy of District-owned Property ("Resolution"). Resolution sets Board meeting of May 17, 2018, as time Board will consider plans or proposals for Joint Occupancy.
- February 16, 2018:** District issues RFP for Development and Joint Occupancy of District Property.
- February 22, 2018:** First publication of notice of Board meeting to receive plans and proposals for joint occupancy. (Three (3) dates, 1 week apart.)
- March 1, 2018:** Second publication of notice.
- March 8, 2018:** Third publication of notice.
- March 14, 2018:** First informational meeting with potential proposers and tour of the site at 9:00 a.m.
- April 16, 2018:** Second informational meeting with potential proposers and tour of the site at 9:00 a.m.
- May 17, 2018:** Proposals due to Superintendent by 3:00 p.m.
- May 17, 2018:** Board meeting to receive and consider plans and proposals for Joint Occupancy development at or after 5:45 p.m.
- June 21, 2018:** Selection of plan and proposal by the Board and execution of Option Contract at or after 5:45 p.m. (Acceptance by the Board may be made either at the same session or at the next Board meeting.)
- August 16, 2018:** Last day to exercise Option and submit selected proposal to State Board of Education for Approval.
- October 15, 2018:** Last day for State Board action on proposal (within 45 days of submission).
- October 18, 2018:** Last day for Board approval of Joint Occupancy and Lease Agreement, unless Option is extended.
- October 19, 2018:** First day of Approval Period and Lease Term.

November 18, 2018: Last Day for Optionee to submit a Property Plan to District. (30 days from Board approval of the Option.)

December 3, 2018: Last Day for Optionee to submit a Financing Letter to District. (45 days from Board approval of the Option.)

Following dates are TBD:

_____, 201_: Last day of Approval Period.

_____, 201_: First day of Partial Lease Year.

_____, 201_: Last day to provide District required information. (15 days before start of construction.)

_____, 201_: First day to start construction of Improvements.

_____, 201_: Last day to complete construction of Improvements.

_____, 201_: Last day for Lessee to notify District of completion of Improvements. (30 days after completion of construction.)

_____, 201_: Last day to deliver As-Build drawings to District. (90 days after completion of construction.)

***Dates may be subject to change.**

For additional information or a tour of the site, please contact the District:

Corning Union High School District.

643 Blackburn Ave.

Corning, CA 96021

Attn: Superintendent

(530) 824-8000

CORNING UNION HIGH SCHOOL DISTRICT RFP # _____

TIMELINE FOR SUBMISSION AND CONSIDERATION OF PROPOSALS

DWK DMS 3191760v2

**CORNING UNION HIGH SCHOOL DISTRICT RFP #402
INFORMATION AND INSTRUCTIONS FOR COMPLETING PROPOSALS FOR
DEVELOPMENT AND JOINT OCCUPANCY OF DISTRICT PROPERTY**

A. GENERAL INFORMATION

The Corning Union High School District's Governing Board ("Board") is seeking proposals from private persons, firms or corporations to develop District property to include agricultural and related improvements and for other related uses to be jointly occupied by the District. The successful proposer shall offer a plan to construct, maintain, and operate an agricultural operation such as an orchard at the proposer's own expense, that includes an advantageous income stream to the District, and provide portions of the onsite facilities, utilities, and improvements developed on the property for the District's use and occupancy.

B. DESCRIPTION OF THE PROPERTY AND SCOPE OF DEVELOPMENT

1. The Corning Union High School District ("District") owns approximately one-hundred seventy-five (175) acres of partially developed property identified as all or a portion of Tehama County Assessor Parcel Nos. 087-060-052-000, 087-060-053-000, 087-070-001-000, 087-060-051-000, located in Corning, California more particularly described on **Exhibit "A"** attached hereto ("District Property"). The District currently uses a portion of the District Property for its Agricultural Education program, and is soliciting proposals for the development and lease of 80-100 undeveloped acres of the District Property ("Property") to a private person, firm, or corporation to develop an agricultural operation, such as an orchard and related facilities, utilities, and improvements pursuant to the joint occupancy provisions of Education Code section 17515 et seq. ("Joint Occupancy Statutes").
2. Under the Joint Occupancy Statutes, the District is required to have some joint use or occupancy of the property that is being developed and leased. Therefore, in addition to the primary development of the Property as an agricultural operation, such as an orchard, the successful proposer must contemplate that some portion of the onsite facilities, utilities, and improvements developed on the Property will be used and/or occupied by the District. Examples of such uses include, but are not limited to, use of onsite facilities or improvements used for agricultural development and production as part of the District's Agricultural Education program, and/or other facilities or improvements that can be used by the District as part of its Agricultural Education program, (e.g., classrooms).

C. LAND USE APPROVALS

The successful proposer shall be responsible for obtaining all required land use approvals, comply with all applicable local, state, and federal laws, rules, and regulations for the construction and operation of the agricultural operation and related facilities, utilities, and improvements.

D. HAZARDOUS MATERIALS

The Property is offered for development in “as is” condition. The Property history includes use as a ranch and other agricultural uses. Proposer should satisfy itself as to the condition of the Property and its appropriateness for the uses proposed. Any costs to investigate and/or clean up the Property should be included in the proposer’s financial projections. The proposer will be expected to waive any claim against the District related to the condition of the Property, and to hold harmless, release, and indemnify the District against any liability resulting from the condition of the Property occurring after the effective date of the Joint Occupancy and Lease Agreement.

E. CONDITIONS

Each proposal shall indicate the purposes for which the Property will be used. The purposes for which the Property will be used must be compatible uses as determined by the Board, given the Property’s location (“Compatible Use”). A Compatible Use includes, but is not limited to, uses (i) which comply with the Property’s entitlements, and (ii) which include joint occupancy by the District. The Board shall determine, in its sole discretion, whether the proposed use is a Compatible Use within the meaning of this provision. Each proposer shall be responsible for obtaining all necessary approvals, permits and licenses for its development and use of the Property and must comply with all applicable laws. A District determination that a proposed use is a Compatible Use does not guarantee that the successful proposer will be able to obtain all required approvals, permits and licenses.

F. TERMS

1. Each proposal to develop and jointly occupy the Property shall indicate the projected cost of developing and operating the Property. All costs associated with developing the Property shall be solely borne by the successful proposer.
2. Each proposer shall provide a financing plan, pro forma, and three (3) years of audited annual financial statements or other documentation acceptable to the District indicating the proposer’s ability to develop the Property.
3. The Board reserves the right to review all proposals for development and joint occupancy of the Property and to make the final and sole determination as to which plan or proposal best meets the needs of the District and enter into a joint occupancy and lease agreement incorporating that plan or proposal either as submitted or as revised by the Board in accordance with the provisions of Education Code section 17515 et seq. The Board may, if it deems such action to be in the best public interest, reject any and all proposals, and withdraw the Property from joint occupancy consideration.
4. An initial option payment of Ten Thousand Dollars (\$10,000) in the form of a cashier’s check made payable to the Corning Union High School District (“Option Payment”) must accompany each written proposal. The successful

proposer's Option Payment shall be retained by the District as a nonrefundable payment for the option to develop the Property. Option Payments of unsuccessful proposers will be returned after the Board accepts the most qualified proposal. If the Parties agree to extend the Option Period, as defined below, the successful proposer shall provide an additional Option Payment of Ten Thousand Dollars (\$10,000) per three (3) month extension of the Option Period. Extension of the Option Period shall be within the District's sole discretion.

5. The successful proposer shall enter into a joint occupancy option contract ("Option Contract") immediately following the Board meeting at which the successful proposer is chosen, which date is anticipated to be three (3) months after selection of the successful proposer. The Option Contract sets forth the terms upon which the successful proposer may exercise its option to develop the Property for joint occupancy. The Option Contract shall be contingent upon State Board of Education approval of the successful proposer's proposal as set forth in Section F.9 herein.
6. The Option Contract sets forth a three (3) month period of time until the last day of the Option Term, during which the successful proposer may exercise its option to develop the Property for joint occupancy with the District ("Option Period"). If the successful proposer fails to exercise its option rights on or before the expiration of the Option Period, the option to develop the Property shall be null and void. The option may be exercised by the successful proposer by delivering to the District, on or before the expiration of the Option Period, two (2) completed and executed copies of the Joint Occupancy and Lease Agreement ("Agreement").
7. The Agreement is in final form and no changes will be accepted during or after the Option Period, other than changes incorporating the successful proposer's proposal, unless such change is agreed to by the District in its sole discretion. Any questions with regard to the terms of the Agreement should be forwarded to the District prior to the submission of a proposal for the development and joint occupancy of the Property. The response shall be shared in writing with all potential proposers. The successful proposer shall use the Option Period to complete any due diligence investigations of the Property. Any studies of the Property undertaken by the successful proposer will be at the successful proposer's expense and the results shall be provided to the District.
8. Pursuant to Education Code section 17517, the term of the Agreement entered into by the District and the successful proposer may not exceed sixty six (66) years. The Joint Occupancy and Lease Agreement is anticipated to be for a term of twenty (20) years, subject to negotiation by the parties.
9. Pursuant to Education Code section 17518, title to that portion of any building or buildings, including onsite facilities, utilities, and improvements, to be occupied by the successful proposer during the term of the Agreement shall remain

exclusively the personal property of the successful proposer during the term of the Lease, and the title to that portion of any building or buildings including onsite facilities, utilities, and improvements, to be occupied by the District shall vest in the District upon completion thereof and acceptance thereof by the District. No rental fee or other charge for the use of the building or buildings shall be paid by the District.

10. Pursuant to Education Code section 17524, the Board shall not approve any proposal to enter into the Agreement incorporating a proposal until the Board has submitted the proposal to the State Board of Education, and the State Board of Education has approved the proposal. The State Board of Education shall, within forty-five (45) days of the date of submission, notify the District of its approval or disapproval. In the event that the State Board of Education disapproves the successful proposer's proposal, the Option Agreement shall be null and void, and the District and the successful proposer shall have no further obligations.
11. Prior to execution of the Agreement, the Board shall require the successful proposer to file one of the following in form and amount acceptable to the Board, as determined by the Board in its sole discretion: (1) a bond issued by an admitted surety for the performance of the Agreement, or (2) an irrevocable letter of credit acceptable to the District issued by a state or national bank or a federal or state credit union for the performance of the Agreement.
12. Pursuant to Education Code section 17525, any building constructed for the use of the District for classrooms pursuant to the Agreement is subject to Education Code sections 17280 to 17313, inclusive, and all other provisions of applicable law including the Education Code and California Code of Regulations relating to the physical structure of school buildings.
13. In the event that any legal action or litigation is undertaken by the District to enforce the provisions of the proposal or any subsequent written agreement, the successful proposer shall pay reasonable attorneys' fees incurred by the District.

G. PROCEDURE

1. Proposals must be made on the District's Proposal Form. Proposals must be made for development of the Property to include an agricultural operation and related onsite facilities, utilities and improvements, and include improvements, a portion of which will be for joint occupancy by the District. No alterations, changes, deletions or additions will be allowed without District consent. The proposal must bear the proposer's name and be signed by a responsible officer representing the proposer.
2. The District will hold two (2) meetings with prospective proposers to provide any additional information requested and/or to answer any questions not otherwise addressed in these instructions. The meetings will be held on **March 14, 2018, at**

9:00 a.m., and April 16, 2018 at 9:00 a.m. at the District offices located at 643 Blackburn Ave., Corning, California, 96021. A site walk/tour of the District Property may be scheduled in conjunction with one/both of these meetings or may be scheduled at a day/time as arranged between the proposer and District.

3. If proposers have questions at any time prior to the proposal due date, the proposer may pose such questions in writing to the District's Superintendent. The District will provide all the prospective proposers with a written response to any request for further information.
4. The Proposal Form is to be enclosed in a sealed envelope marked "Confidential Proposal" shown on the outside of the envelope. Faxed proposals will not be accepted.
5. The Proposal Form is to be delivered to the Corning Union High School District, 643 Blackburn Ave., California, 96021, Attn: Superintendent, **no later than 3:00 p.m. on May 17, 2018**. The Board will entertain all proposals submitted in accordance with this Request for Proposals and Instructions.
6. Proposals may be withdrawn by a proposer prior to, but not later than, the time set for opening said proposals.
7. Each proposal should provide a conceptual development schedule outlining the various phases of the development project and the timeline for completion of the project. The current District timeline indicates development of the Property beginning after approval of entitlements for the project and State Board approval of the successful proposer's proposal. The District is committed to assisting and expediting the approval process for this project and will work to facilitate the design review process.
8. Proposers shall submit one (1) original and five (5) copies of the Proposal Form with the requested information.

H. AWARD

1. An Option Contract will be awarded to the successful proposer meeting the terms, conditions and specifications of this Request for Proposal. The term of the Option Contract will coincide with the Option Period. The Option Contract is attached hereto. The Option Contract permits the successful proposer to exercise the option to develop the Property by delivering to the District two (2) completed and executed copies of the Agreement before the expiration of the Option Period. If the Agreement is not finalized, executed by the successful proposer and delivered to the District by the successful proposer prior to the expiration of the Option Period, the Option Contract will terminate. Board acceptance of the Agreement will be contingent on State Board approval of the successful proposer's Proposal and CEQA compliance for the proposed development.

2. The competency of proposers will be considered in the recommendation of award. Proposers shall furnish additional information as required.
3. The Board, in its sole discretion, will determine which plan or proposal best meets the needs of the District in accordance with the provisions of Education Code sections 17515 et seq. The Board reserves the right to reject any or all proposals, waive any irregularities and be the sole judge of the responsiveness of the proposals.
4. The Board hereby fixes the date of **May 17, 2018, at 5:45 p.m.**, or as soon thereafter as the matter may be heard, as the time at which sealed proposals for the development of the Property will be opened, examined and declared by the Board during its regularly scheduled meeting.
5. The Board may choose not to make a final determination as to which proposal to accept at the **May 17, 2018**, Board meeting. Rather, the Board may make a final determination as to which proposal to accept or whether to reject all proposals at an adjourned session of the same meeting or at a subsequent Board meeting.

NOTE: The information contained herein is in summary form. It is believed to be accurate; however, no warranties are expressed or implied. Interested parties should familiarize themselves with the Property itself and the requirements of relevant public agencies.

ATTACHMENTS

1. Resolution No. 402
2. Timeline for Submission and Consideration of Proposals
3. Proposal Form
4. Property Map
5. Joint Occupancy and Draft Lease Agreement
6. Option Contract

EXHIBIT "A"

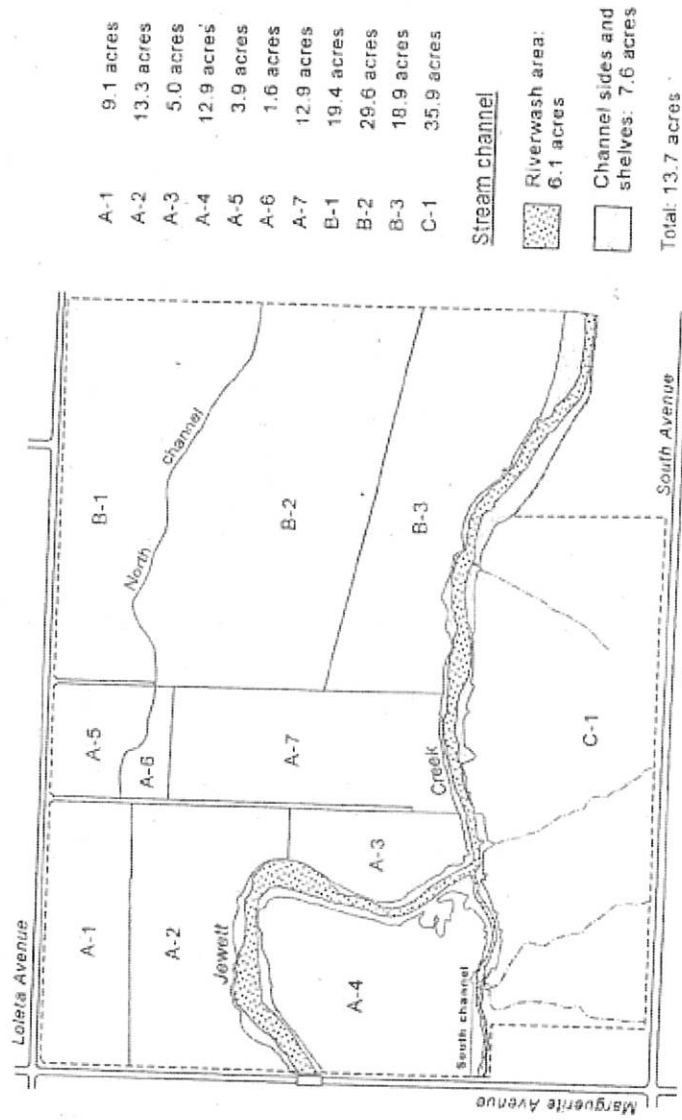
Description of District Property

Location: The property is located in the unincorporated area of Tehama County, California, a quarter of a mile from the southeast City Limit of Corning.

Description: The property is approximately 176 acres and consists of three adjacent parcels in the northwest quarter of section 26 and the northeast quarter of section 25 of Township 24N, Range 3W. Most of the property is defined by the county road right-of-ways of Loleta Avenue, Marguerite Avenue, and South Avenue. Elsewhere the perimeter fences are old and could constitute accepted property lines. The deed describes the property line along Jewett Creek as following the south bank of the stream. The property is in the Williamson Act; the zoning is *Exclusive Agriculture - Agricultural Preserve* (EA-AT). A longitude and latitude coordinate near the center of the property is reported as 39° 54' 36" N 122° 09' 50" W.

EXHIBIT A

This map can be viewed at Corning Union High School District offices
located at 643 Blackburn Avenue, Corning, CA 96021



CORNING UNION HIGH SCHOOL DISTRICT RFP #402

PROPOSAL FORM

DEVELOPMENT AND JOINT OCCUPANCY OF A PORTION OF 175 ACRE DISTRICT
PROPERTY

TO: GOVERNING BOARD
Corning Union High School District
643 Blackburn Ave.
Corning, CA 96021

INTRODUCTION

The Corning Union High School District ("District") owns approximately one-hundred and seventy-five (175) acres of partially developed certain real property identified as all or a portion of Tehama County Assessor Parcel Nos. 087-060-052-000, 087-060-053-000, 087-070-001-000, 087-060-051-000, located in Corning, California, more particularly described on "**Exhibit A**" hereto ("District Property"). The District currently uses a portion of the District Property for its active Agricultural Education program, but is soliciting proposals for the development and lease of 80-100 undeveloped acres of the District Property ("Property") to a private person, firm, or corporation to develop an agricultural operation, such as an orchard pursuant to the joint occupancy provisions of Education Code section 17515 et seq. ("Joint Occupancy Statutes"). Under the Joint Occupancy Statutes, the District is required to make some joint use or occupancy of the Property that is being developed and leased. Therefore, in addition to the primary development of the Property as an agricultural operation, the successful proposal must contemplate that some portion of the onsite facilities, utilities, and improvements developed on the Property will be used and /or occupied by the District. Examples of such uses include, but are not limited to, onsite facilities or improvements used for orchard development and production, and facilities or improvements that can be used by the District as part of its Agricultural Education program, including but not limited to classrooms.

**PROPOSAL FOR DEVELOPMENT AND JOINT OCCUPANCY
OF DISTRICT PROPERTY**

The undersigned hereby proposes and offers to develop the Property under the following proposed terms and conditions.

Additional sheets may be attached as necessary to provide the information requested below.

1. **Proposal for Use of Property**

Proposer intends to develop the Property described below for the following purposes:

Indicate whether or not proposer will operate the project, and if not, how it will be

operated (e.g., sublease, assignment or sale). The proposer's use must comply with all applicable laws, ordinances and regulations and not be in conflict with the goals and objectives of the District. It shall be the proposer's responsibility to secure any applicable local government or state permits, entitlements and approvals.

1.1. District Property Subject to Development: Proposer shall indicate on the map of the District Property, attached as **Exhibit "B"**, the Property it proposes to develop and/or use.

1.2. Option Payment: Enclosed is cashier's check number _____ for Ten Thousand Dollars (\$10,000) made payable to the Corning Union High School District from _____ Bank. This check is submitted as the consideration for an option to develop the Property should the proposer be selected by the Governing Board of the District as the successful proposer. The Governing Board of the District will determine the most suitable proposal in accordance with the provisions of the Request for Proposal and the other proposal documents distributed with this written Proposal Form. The undersigned understands that the option payment of the selected proposer shall be non-refundable immediately upon the proposer being selected and approved by the Governing Board. Option payments of unsuccessful proposers will be returned upon the Governing Board's award of the Option Contract to the "Successful Proposer" or "Proposer".

2. The Proposer

2.1. Office of the Proposer

The principal office of the Proposer is located at: _____

2.2. Principals and Employees of the Proposer

Proposer's officers and employees, who shall be directly involved in the Property development, are as follows:

Name

Title

(If more space needed, attach sheet.)

2.3. Proposer's Partnership/Corporate Information

The Proposer shall submit a copy of any executed limited liability company or corporate organizational documents identifying the current principals/corporate officers of the Proposer, as applicable. The Proposer is required to make full disclosure to the District of its principals, officers, stockholders, members, partners, joint venture partners, employees, and other associates (collectively

referenced as “Associates”). All Associates are subject to District approval, and neither the Proposer nor any Associate shall have any conflict of interest that would affect District’s ability to enter into the Joint Occupancy and Lease Agreement (“Agreement”).

2.4. Proposer’s Negotiation Representatives

The Proposer has designated the following person(s) to negotiate the Agreement with the District, and to engage in the activities necessary to determine the feasibility of the development: _____, _____ and _____.

2.5. Proposer’s Contractors and Consultants

Prior to the submission of the executed Agreement, the Proposer shall disclose the names and addresses of Proposer’s architect(s), contractor(s), and any other contractor(s) or consultant(s) performing work or services on the Property in furtherance of the Agreement.

3. **The Proposer’s Financial Capacity**

3.1. Financial Statement

Financial statements of the Proposer shall be submitted to the District as requested by the District during the Option Period (“Option Period”) for the purpose of determining whether the Proposer has the financial capacity to carry out the project.

3.2. Equity

The Proposer proposes to obtain its equity capital in the following manner: _____.

3.3. Project Development Financing

The Proposer proposes to obtain its project development financing in the following manner: _____.

3.4. Long-Term Financing

The Proposer proposes to obtain its long-term financing in the following manner: _____.

3.5. Full Disclosure

The Proposer shall make and maintain full disclosure to the District of the methods of financing and the financing documents to be used in the Development.

4. **Proposers Experience** *(Please attach separate sheets with the following information):*

A detailed description of the experience of the Proposer and its principals, stockholders, members, partners, joint venturers, employees and other Associates in the type of project proposed.

5. **Development Team Qualifications** *(Please attach separate sheets with the following information):*

- a. Identify key development team members (project manager, architect, etc.)
- b. Describe your team's experience in developing this type of project
- c. Provide references from other similar completed operating projects

6. **Project Design Features** *(Please attach separate sheets with the following information):*

Please provide ideas regarding the integration of your proposed development and improvements with the surrounding property and include suggestions for the footprint of the project on the Property, access, quality of development, proposed improvements for use by the District and by Proposer including but not limited to completion of a partially complete well for use by District and Proposer, and features and amenities for the improvements. Creativity and sensitivity to the educational nature of the District's portion of the project and anticipated benefit to the District's ongoing Agricultural Education Program will be valued.

7. **Project Requirements** *(Please attach separate sheets with the following information):*

Please identify the project team's ability to meet all applicable requirements for this project. This would include, but not be limited to, compliance with provisions addressing the following:

- a. Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code providing for payment of prevailing wages on public works projects;
- b. Applicable governmental design standards;
- c. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code);
- d. Security for the development of the project to ensure its completion and contractual provisions necessary to protect the revenue streams of the project;
- e. Adequate financial resources of the successful proposer to design, build, and operate the project;
- f. Maintenance by the successful proposer of the improvements in good operating condition at all times, including when the improvements revert to the District;

- g. Buyout of the successful proposer by the District in the event of termination or default before the end of the lease term; and
- h. Maintenance of insurance by the successful proposer with coverage and amounts deemed appropriate by the District.
- i. Evidence satisfactory to the District that Proposer has or can obtain the necessary permits, licenses and approvals and meet any other criteria imposed on the project.
- j. A pro forma indicating the projected costs to develop and operate the project, the time to recoup Proposer's investment and the anticipated income streams, profit, and return on investment for District and Proposer.
- k. Pursuant to Education Code section 17524, the Board shall not enter into the Agreement incorporating a proposal until the Board has submitted the proposal to the State Board of Education, and the State Board of Education has approved the proposal. The State Board of Education shall, within forty-five (45) days of the date of submission, notify the Board of its approval or disapproval. In the event that the State Board of Education disapproves the successful proposer's proposal, the Option Agreement shall be null and void, and the District and the Successful Proposer shall have no further obligations.

THIS OFFER IS MADE BY: _____

Name (Principal): _____

Company Name: _____

Title: _____

State of Incorporation: _____

Address: _____

City, State, Zip Code: _____

Telephone AND fax Number: _____

The undersigned represent that they have the authority to sign this proposal and hereby submit said proposal subject to all the terms and conditions of the Corning Union High School District *Resolution Declaring The Intention to Solicit and Accept Proposals for the Development and Joint*

Occupancy of District-Owned Property and the Joint Occupancy and Lease Agreement enclosed herein.

Signature: _____

Signature:

Print: _____

Print:

Dated: _____

Dated:

EXHIBIT "A"

Description of District Property

Location: The property is located in the unincorporated area of Tehama County, California, a quarter of a mile from the southeast City Limit of Corning.

Description: The property is approximately 176 acres and consists of three adjacent parcels in the northwest quarter of section 26 and the northeast quarter of section 25 of Township 24N, Range 3W. Most of the property is defined by the county road right-of-ways of Loleta Avenue, Marguerite Avenue, and South Avenue. Elsewhere the perimeter fences are old and could constitute accepted property lines. The deed describes the property line along Jewett Creek as following the south bank of the stream. The property is in the Williamson Act; the zoning is *Exclusive Agriculture - Agricultural Preserve* (EA-AT). A longitude and latitude coordinate near the center of the property is reported as 39° 54' 36" N 122° 09' 50" W.

This map can be viewed at Coming Union High School
District offices located at 643 Blackburn Avenue, Coming, CA 96021

1011

Corporate Profile

Field Contributions November

Table 1. Continued

Supernovae Locations at Various Distances



GEOCON

CONSULTANTS INC.
11500 Valley View, Suite 200, Dallas, Texas 75248-1150
Tel: 214/343-1150, Fax: 214/343-1151

Product's Flavors

5863 Mungwilla Avenue
Corning, California

10	SITE PLAN	February 2016	Figure 2
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1997

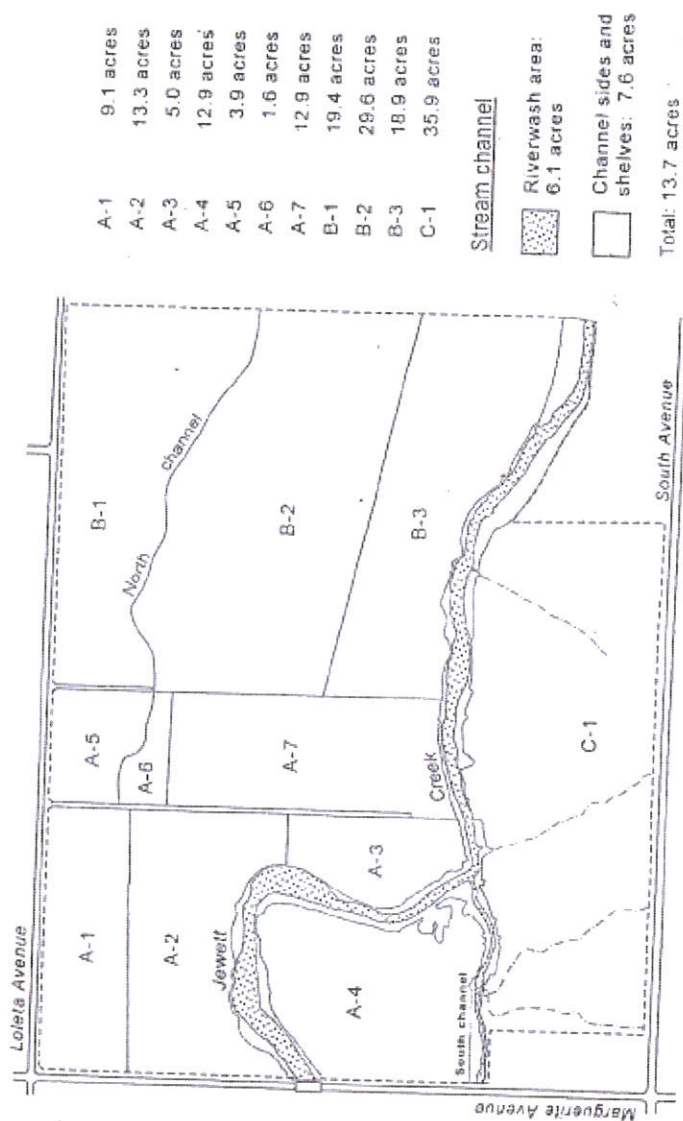
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DWK DMS 3191763v1

CORNING UNION HIGH SCHOOL DISTRICT RFP # _____
PROPOSAL FORM

EXHIBIT "B" **Map of District Property**

This map can be viewed at Corning Union High School District offices
located at 643 Blackburn Avenue, Corning, CA 96021



CORNING UNION HIGH SCHOOL DISTRICT RFP # _____
PROPOSAL FORM

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

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

I.

RESPONSIBILITY OF PARTIES

1. Pursuant to the terms and conditions herein, the City agrees to perform all of the following:
 - A. Under the supervision of the Corning Police Chief or other person so designated by the Police Chief, a sworn Police Officer shall be assigned to the District as a School Resource Officer during regularly scheduled school days as specified on the District's school calendar, which is attached hereto as EXHIBIT "A" and made part of this Agreement by express reference. Notwithstanding the preceding, should any school day be an official Holiday of the City, the School Resource Officer ("SRO") shall not be assigned to work on any such day.
 - B. City, through its Police Department, shall assign the SRO to the District at a 40-hour per week assignment. The City, through its Police Chief or other responsible person of the Department shall have the discretion to remove the SRO from his or her regular 40-hour per week assignment for purpose of responding to any critical incident or emergency. A critical incident or emergency as used herein is intended to mean any act necessitating SRO response as determined by the City, through its Police Department, including but not limited to staffing shortages. City shall inform the District of any SRO removal as provided in this paragraph and further inform the District of when, approximately, the SRO will resume services at the District. *Removal of the SRO as allowed herein shall result in a reduction in the amount of compensation payable by the District to the City pursuant to this Agreement. In such an event, the parties shall establish a per-hour reduction in what the District pays City for the pay-period in which the SRO was absent as provided for critical incidents and/or emergencies. The parties shall consider the total monies paid to the City if the Agreement is completed with zero SRO absence from the District for critical incidents and/or emergencies, which is \$62,274.60. Being 52 weeks in a year, and a 40-hour per week work schedule as mandated by this Agreement, it equates to 2,080 hours or work at \$59.88 per hour. Any SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by \$59.88 for every hour, beyond two hours, of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.*

- C. The SRO shall coordinate enforcement details, including truancy, and utilize the resources available to the Corning Police Department in doing so. It is the goal of the Corning Police Department to maintain a low rate of truancy at the District through enforcement and counseling of students and parents. The SRO, among other duties, shall target violence, gangs, and illegal drug activity occurring at the District, and to work with District Staff, Students, and Parents in combatting these problems.
 - D. The SRO, through use of its Police Department resources and any applicable youth violence prevention program, to educate parents of students attending the District of gang member recognition, early warning signs of illegal drug use, and other issues relating to the health and safety of the students attending the District. The SRO will also attempt to contact parents of any student believed to be involved with gangs, violence, illegal drugs, or other matters of concern to request parental involvement to aid in re-directing the student's behavior.
 - E. The SRO shall work with District Staff and Administrators to seek the safest learning environment for the District students, which can include, but is not limited to, communication enhancement, prevention, planning and in school safety training to prevent criminal conduct within the District.
 - F. The City, through its Police Department, will complete quarterly reports of the SRO activity, including total time spent at the District, statistical tracking of crimes reported and arrests made at the District as the SRO, citations issued by the SRO, the number of truancy contacts, and counseling sessions had through SRO contact and/or diversion efforts. The quarterly reports will be provided to the District Superintendent.
 - G. The person assigned to the SRO position may change during the term of the Agreement. Notwithstanding, the City recognizes the benefit in maintaining assigned consistency in the position and will attempt, in good faith, to allow the person designated SRO to maintain the position for the duration of the Agreement unless circumstances require a change as determined by the Police Chief in his or her absolute discretion.
2. Pursuant to the terms of this Agreement, and during the term thereof, the District agrees to perform all of the following:
- A. Compensate the City as provided in Section II entitled "Compensation" of this Agreement.
 - B. Provide to the City Police Chief a schedule of the calendared school days for the school year and any planned events of which the District desires the SRO to attend that are not regularly scheduled school days and/or within the regularly scheduled school hours. This information is to be provided in writing upon execution of the Agreement for a period of one month. Thereafter, this

information is to be provided to the Police Chief every month for the following month's calendar to allow for proper planning and scheduling by the Police Department. Additionally, the City Police Chief may adjust the SRO schedule to allow his or her presence at the non-scheduled school day and/or non-school hour events, which District acknowledges will prevent the SRO from being at the District for 40-hours for the given week in which the non-school day and/or non-school hour events occur.

II.

COMPENSATION

- A. District shall pay **\$62,274.60** to the City for the SRO services described in this Agreement. This amount is calculated at the hourly rate of **\$59.88**, which shall be billed on a 40-hour week and payable to the City at **\$6,919.40** per month for the 9-month school year term (September through May). The parties recognize that the hours may differ each month with Holidays and scheduling, and that at the end of the term the parties will reconcile as needed to ensure payments made for services performed are met; however, for convenience, the parties elect to pay as agreed. This rate shall increase by two percent (2%) effective January 1, 2019 to reflect the salary increase for all members of the Operating Engineers Local Union No. 3 of the International Union for Operating Engineers AFL-CIO for Public Safety Employees of the City of Corning.
- B. District shall pay City of a net-30 basis, and this provision shall survive the term of this Agreement.
- C. District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hour work schedule. This cost shall be the actual overtime costs paid by the Corning Police Department plus the actual administrative costs to process the overtime. The Police Chief has the discretion to limit overtime hours of the SRO. The overtime paid shall be in addition to the compensation set above.

III.

TERM

This Agreement shall commence on February 1, 2018 and shall thereafter terminate on June 30, 2019. This Agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum.

IV.

TERMINATION

- A. If District and/or City materially fail to perform its responsibilities as established in this Agreement, the non-breaching party shall have the right to terminate the Agreement for cause effective immediately. Upon termination, the District shall pay

the City for services rendered through the date of termination. There is no limitation on damages, type or amount that either party can pursue against the other following an allegation of breach or other warranted basis.

V.

ENTIRE AGREEMENT, AMENDMENTS, HEADINGS, EXHIBITS/APPENDICES

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

VI.

NO ASSIGNMENT AND NON-WAIVER

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

VII.

INDEPENDENT CONTRACTOR

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

VIII.

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AND INSURANCE COVERAGE

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

Officers, Employees, Agents, and Volunteers, arising from the actual work performed by the SRO. The obligations of this paragraph survive the termination of this Agreement.

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

IX.

MISCELLANEOUS

- A. Each party shall promptly notify the other of any claim being threatened or advanced that arises from the terms of this Agreement. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Any dispute between the parties, or any claim for declaratory relief seeking an interpretation of this Agreement, shall be governed by the laws of the State of California, and shall be filed and prosecuted through dismissal or judgement in the Tehama County Superior Court.
- C. Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- D. District represents that it is in compliance with and agrees that District and City shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines pursuant thereto and actually and legally applicable to the City.
- E. If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal or State statute or regulation or County and/or City Ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

X.

NOTICES

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

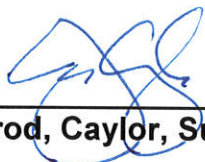
**If to District: Corning Union High School District
Attn: Mr. Jarod Caylor, Superintendent
643 Blackburn Avenue
Corning, CA 96021
(530) 824-8000**

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

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

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


DISTRICT:


Jarod, Caylor, Superintendent

2/16/18
Date


LEGAL COUNSEL:

CITY OF CORNING, CALIFORNIA:


Kristina Miller, City Manager

2/13/18
Date

LEGAL COUNSEL:


Jody Burgess, City Attorney

ATTEST:


Lisa M. Linnet, City Clerk

PLEASE PRINT ☺

Board Meeting 2/15/18

Chris Gomez

Jan Haley

You are not required to sign but it would be appreciated if you did!