

# Corning Union High School Regular School Board Meeting

**DATE:** May 18, 2017

**TYPE OF MEETING:**  
Regular

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

**MEMBERS ABSENT:**

**PLACE:** Corning Union High School  
Library

**VISITORS:**

**MEMBERS PRESENT:**

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

Jan Foley, Zane Schrader  
Mike Costanza, Floyd Green

**SCHOOL DISTRICT REPRESENTATIVES:**

John Burch, District Superintendent  
Charlie Troughton, Associate Principal  
Brandon Lengtat, Director of Maintenance and Operations  
Dave Messmer, Director of Technology  
Jessica Marquez, Administrative Assistant to Superintendent

**THE CORNING UNION HIGH SCHOOL -**

- 1. CALL TO ORDER:** The meeting was called to order at 5:45 PM by Board President, Scott Patton.
- 2. PUBLIC COMMENT /  
CLOSED SESSION:**
- 3. ADJOURN TO  
CLOSED SESSION:** The Board adjourned to Closed Session at 5:49 PM.
- 4. REOPEN TO  
PUBLIC SESSION:** The Board reopened to public session at 6:33 PM.
- 5. ANNOUNCEMENT  
OF DECISIONS MADE IN  
CLOSED SESSION:** There were none.

- 6. FLAG SALUTE:** Board President, Scott Patton asked the Board and audience to stand and salute the flag.
- 7. CORRESPONDENCE:** There were none.
- 8. CONSENT AGENDA ITEMS:** A motion was made by Pauletta Bray and seconded by Ken Vaughan to approve the consent agenda items 8.1-8.8. There being no further discussion, the Board voted unanimously to approve the consent agenda items.

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: _____

**8.1 MINUTES:** Regular Scheduled Board Minutes of April 13, 2017.

**8.2 WARRANTS:** Payroll: All Employees

Bills: 40145471-40145506, 40145506-40145749, 40145750-40145966  
40145966-40146753, 40146754-40146780

**8.3 INTERDISTRICT  
ATTENDANCE  
REQUEST:**

Interdistrict Attendance Request:

Clint Ayers, Emily Vadney  
Andrea Velazquez-Cruz  
Samara Lomeli

**8.4 HUMAN  
RESOURCE  
REPORT:**

Lacey Deleray	Reclassification
Debbie Bryan	Reclassification
Luis Mendoza	Stars
Dea Hamilton	Retirement
Joanne Rodgers	Resignation
Jared Stearns	Probationary
Jessica Flores	Probationary
Manuel Jurado	Probationary
Eric Johnson	Probationary

**8.5 DONATIONS  
REPORT:**

Loriel's Dance Studio Zumba Lessons \$112.24 / 8 hours of instruction

**8.6 SURPLUS  
EQUIPMENT  
OBSOLETE  
EQUIPMENT:**

There were none.

**8.7 COLLEGE  
CONNECTIONS  
PROGRAM:**

List of 2017-18 College Connection Students & Calendar.

- Emma Isabel Escalante
- Abigail Fierce
- Janalle Hernandez
- Andrea Velazquez Cruz

**8.7 DESIGNATION  
OF CIF  
REPRESENTATIVES  
TO LEAGUE:**

The following are appointed for the 2017-18 school year:

John Studer – Athletic Director  
Jared Caylor- Associate Principal  
Charlie Troughton- Principal

**9. REORDERING OF  
OR ADDITION OF  
AGENDA ITEMS:**

Superintendent John Burch announced that Item 12.7 was added to the agenda. This is an annual year end closing resolution that requires approval from the County office in May.

**10. REPORTS:**

**10.1 STUDENT  
BOARD MEMBER  
REPORT:**

Student Board Member Ashley Boone presented the following:

- End of year wrapping up.
- Successful fundraisers and blood drives.
- Canned food drives went well.
- Beginning stages of homecoming ideas.
- Drill team clinics, football and cheer clinics.
- Cardinal pride and spirit is as great as ever.

**10.2 ENROLLMENT  
REPORT:**

Superintendent John Burch shared that the current District Enrollment is 916. This is up 20 from last years totals.

CUHS	849
Ind Study	29
Centennial	38

ADA is projected to go up in the future years.  
2018-19 should hold an increase of 15 students=997  
2019-20 should hold a large increase of students which will bring us well over 1061 students.

**10.3 RECOGNITION  
OF RETIREES:**

Superintendent John Burch acknowledged the two following retirees:

Floyd Green has taught at Corning High School since 2005 and has helped with a variety of subjects from drafting to manufacturing with Gary Pope this year. He has always been willing to pitch in and help out wherever needed for the great good of the students. Floyd was very thankful to the Board and will miss everyone at CUHS.

Mike Costanza has taught at Corning High School since 1992. He has taught P.E., coached and has been a strong contributor to the culture and character of CUHS. The District is sad to see him go and Mike Costanza replied that this is a great place to work and the students are great students. It has been a pleasure to work for the District for all these years.

Mike also shared a bit about the great golf students that have been participating this school year. There are beginners and 2-3 exceptional golfers also.

**10.4 BOND UPDATE:**

Superintendent John Burch shared that the Bond Oversight Committee did meet and started with a total of 7 members. After learning of some conflicts of interest, the committee ended the meeting with 5 members. There was still a quorum so the meeting was able to still take place. The Bond Council was present and was able to explain the roll of the committee and details of what to expect. The President elected was Tony Cardenas and Vice President is Lorenzo Casia. The stadium renovation is moving right along and the bid will be chosen during this meeting.

Superintendent John Burch introduced the Project Manager Zane Shrader. He has been very busy coordinating things that are going on. Tomorrow there will be a meeting with the architect.

There was some discussion about the North Gym bathrooms that were DSA approved. The Board asked Zane which other projects he has recently completed and some were noted:

1. Oroville
2. Orland
3. Central Valley
4. Enterprise

He grew up in Redding and now lives in Chico.



**10.5 PROMISE  
NEIGHBORHOOD  
GRANT UPDATE:**

Superintendent John Burch shared that two new counselors were hired through the grant. This will allow them to follow the senior classes to ensure that they are staying on track with their education after high school. The two hired are both bilingual and they will be here at the August Board meeting to be introduced to the Board.

**11. PUBLIC COMMENT:** There was no public comment.

**12.1 SUMMARY OF  
REVISION TO JPA  
AGREEMENT/BYLAWS:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the revision to JPA Agreement/Bylaws. There being no further discussion, the Board voted unanimously to approve the revision of the agreement. This is updating the agreement for NVIS insurance. The bylaws are to be updated to be kept in compliance. 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:	_____

**12.2 AWARDING OF  
THE FOOTBALL FIELD  
SOD CONTRACTS:**

A motion was made by Pauletta Bray and seconded by Ken Vaughan to approve the awarding of the Football Field Sod Contracts as presented. Trent was at 165,000 and Delta Blue Grass/Zuckerman was in at \$81, 750. There being no further discussion, the Board voted unanimously to approve the contract.

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:	_____

**12.3 APPROVAL OF  
CAMERA  
SURVEILLANCE  
SYSTEM CONTRACT:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve the camera surveillance system contract. There being no further discussion, the Board voted unanimously to approve the contract.

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:	_____

**12.4 LCAP UDATE:**

Superintendent John Burch shared the following with the Board and Audience:

The LCAP is coming along and in June there will be two meetings held. One will be the regular scheduled meeting and the public hearing for LCAP and Budget. The next day will be the approval of both. This has to be done in two separate meetings. Those are scheduled for June 29<sup>th</sup> at 5:45 p.m. and then 30<sup>th</sup>s at 11:00 a.m.

No action was needed.

**12.5 CUHS SAFETY  
AUDIT DONE BY  
ECHO  
WHISKEY:**

Superintendent John Burch share the following with the Board and Audience:

The two major recommendations found during the audit were the parking lot and then the entrance of the campus. Mr. Caylor is working on a timeline of things that the District can begin to work on.

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve the audit information shared with the Board.

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>

**12.6 ACCEPTANCE OF  
SUNSHINE ITEMS  
FOR NEGOTIATIONS:**

A motion was made by Pauletta Bray and seconded by Jim Bingham to approve the acceptance of sunshine items for negotiations.

**CITA**

Professional Growth Units- Article XI  
Utility Period Coverage- Article XIII  
AST Usage – Article XIII  
Employees Personnel Files- Article V

**District**

Stipends Special Assignments- Appendix A-3  
Professional Growth- Article XI

### **Classified Items**

CTA/ESP

Release time for representatives- Article V

Compensation – Article VIII

Longevity steps on Salary Schedule

Impact of minimum wage increase

Clarify continuing discussion/language transportation-Article XXI

Set Holidays per Article IX

Job Descriptions

Stipends

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

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 RESOLUTION NO. 390:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve Resolution No. 390 which is the year end closing resolution. This is an annual approval item and there being no further discussion, the Board voted unanimously to approve the Resolution. 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:	_____

### **12.8 FUTURE BOARD AGENDA ITEMS:**

Board President Scott Patton asked about legislation and if there were certain conditions that met to keep a higher reserve. Basically the way that it is right now, the Districts are forced to spend money this was put into place a few years ago. There was a small discussion on what the future may hold with this but CTA definitely does not want this to change.

Board Member Ken Vaughan requested that the Ag teachers report on progress made in the Ag Department.

13. PUBLIC COMMENT / There was none.  
CLOSED SESSION:
14. ADJOURN TO There was none.  
CLOSED SESSION:
15. REOPEN TO There was none.  
PUBLIC SESSION:
16. ANNOUNCEMENT There was none.  
OF DECISIONS MADE IN  
CLOSED SESSION:
17. ADJOURNMENT: There being no further action, the Board adjourned at 7:30 PM.

**Approved**

---

Scott Patton, President

---

Pauletta Bray, Clerk

# Corning Union High School

## School Board Meeting

**DATE OF MEETING:** May 18, 2017

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

**PLACE OF MEETING:** Corning Union High School  
Board Conference Room

## Agenda

<b><u>Item Number</u></b>	<b><u>Subject</u></b>	<b><u>Action Needed</u></b>
1.	Call public Session to order -	
2.	Public Comment on Closed Session -	Info.
3.	Adjourn to Closed Session -	Info./ Action
3.1	Negotiations	
3.2	Personnel	
3.3	Public Employee Discipline / Dismissal / Release	
4.	Reopen to Public Session (no earlier than 6:30 p.m.) -	Info.
5.	Announcement of decisions made in Closed Session -	Action
6.	Salute the Flag-	
7.	Correspondence -	Info.
8.	Consent Agenda Items:	Action
	The consent agenda, if approved, will be recorded in the minutes as if each item had been acted upon individually. Requests by member of the Board to have any item taken off of 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.	
	<i>Motion: That all consent items be approved as recommended by the Superintendent.</i>	
	<i>Alternate Motion: That consent items, with the exception of (name items) be approved as recommended by the Superintendent.</i>	
8.1	Approval of regular school board minutes of April 13, 2017 -	
8.2	Approval of Warrants -	
8.3	Interdistrict Attendance Requests -	
8.4	Human Resources Report-	
8.5	Donations Report-	
8.6	Surplus Equipment/Obsolete Equipment-	
8.7	College Connection Program (students and calendar)-	
8.8	Designation of CIF Representatives to League 2017-18	

## Continued School Board Agenda

<u>Item Number</u>	<u>Subject</u>	<u>Action Needed</u>
9.	Reordering of Agenda or addition of Agenda Items -	Action
10.	REPORTS:	
10.1	Student Board Member - Ashley Boone	Info.
10.2	Enrollment Report - Superintendent John Burch	Info.
10.3	Recognition of Retirees- Superintendent John Burch	Info.
10.4	Bond Update- Superintendent John Burch	Info.
10.5	Promise Neighborhood Grant- Superintendent John Burch	Info.
11.	Public Comment on items not on the Agenda -	Info.
12.	ACTION ITEMS:	
12.1	Summary of Revision to JPA Agreement/Bylaws -  The Board will be asked to approve the revision of the JPA agreement/bylaws.	Info./ Action
12.2	Awarding of the Football Field Sod Contract-  The Board will determine and approve the contract for the installation of the sod for the CUHS football field.	Info./ Action
12.3	Approval of Camera Surveillance System Contract-  The Board will consider approval of the camera surveillance system contract to Gaynor Telesystems.	Info./ Action
12.4	LCAP Update-  The Board will receive an update from Superintendent John Burch.	Dis.
12.5	CUHS Safety Audit done by Echo Whiskey-  The Board will receive an update from Superintendent John Burch.	Dis.
12.6	Acceptance of Sunshine Items for Negotiations-  The board will consider the acceptance of the sunshine items for negotiations from the certificated unit, classified unit, and the district.	Info./ Action

## Continued School Board Agenda

<u>Item Number</u>	<u>Subject</u>	<u>Action Needed</u>
12.7	<b>Resolution No. 390-</b>  The Board will be asked to approve the 2016-17 Year End Closing Resolution for Non Direct Service Districts.	<b>Info./ Action</b>
12.8	<b>Future Board Agenda Items</b>  The Board will be asked if there are any future agenda items to add to the June Meeting.	<b>Info.</b>
13.	<b>Public Comment on closed session -</b>	<b>Info.</b>
14.	<b>Adjourn to Closed Session -</b>	<b>Info./ Action</b>
14.1	Negotiations	
14.2	Personnel	
14.3	Public Employee Discipline / Dismissal / Release	
15.	<b>Reopen to Public Session -</b>	<b>Info./ Action</b>
16.	<b>Announcement of decisions made in Closed Session -</b>	<b>Action</b>
17.	<b>Adjournment -</b>	<b>Action</b>

“ 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”

# Corning Union High School Regular School Board Meeting

**DATE:** April 13, 2017

**TYPE OF MEETING:**  
Regular

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

**MEMBERS ABSENT:**

**PLACE:** Corning Union High School  
Library

**VISITORS:**

**MEMBERS PRESENT:**

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

Deanna Glover, Tony Blankenship  
Jan Foley, Jackie Coleman  
Kol Zuppan, Brett Henry  
Tom Tomlinson, Mike Albee

**SCHOOL DISTRICT REPRESENTATIVES:**

John Burch, District Superintendent  
Jason Armstrong, Associate Principal  
Charlie Troughton, Associate Principal  
Brandon Lengtat, Director of Maintenance and Operations  
Crystal Carter, Director of Food Services  
Jessica Marquez, Administrative Assistant to Superintendent

**THE CORNING UNION HIGH SCHOOL -**

1. **CALL TO ORDER:** The meeting was called to order at 5:45 PM by Board President, Scott Patton.
2. **PUBLIC COMMENT /  
CLOSED SESSION:**
3. **ADJOURN TO  
CLOSED SESSION:** The Board adjourned to Closed Session at 5:47 PM.
4. **REOPEN TO  
PUBLIC SESSION:** The Board reopened to public session at 6:40 PM.
5. **ANNOUNCEMENT  
OF DECISIONS MADE IN  
CLOSED SESSION:** There were none.



- 6. FLAG SALUTE:** Board President, Scott Patton asked the Board and audience to stand and salute the flag.
- 7. CORRESPONDENCE:** There were none.
- 8. CONSENT AGENDA ITEMS:** A motion was made by Jim Bingham and seconded by Pauletta Bray to approve the consent agenda items 8.1-8.7. There being no further discussion, the Board voted unanimously to approve the consent agenda items.
- 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> |
- 8.1 MINUTES:** Regular Scheduled Board Minutes of March 16, 2017.
- 8.2 WARRANTS:** Payroll: All Employees
- Bills: 40143457-40143488, 40143489-40143629, 40143630-40143973  
40144329, 40144329, 40144789, 40144791-40144820, 40144821-40145059
- 8.3 INTERDISTRICT ATTENDANCE REQUEST:** Interdistrict Attendance Request:  
Samuel DeTavis
- 8.4 HUMAN RESOURCE REPORT:** Kate Anderton Column Movement 7/1/16 Retro Column to column II  
Magli Barriga Reclassification 3/1/17 Reclassify from Child Care Asst to Child Care Teacher
- 8.5 DONATIONS REPORT:** Walmart Gift card \$50.00 donation to Centennial Attendance Incentives
- 8.6 SURPLUS EQUIPMENT OBSOLETE EQUIPMENT:** There were none.

**8.7 QUARTERLY  
REPORT ON WILLIAMS  
UNIFORM COMPLAINTS:**

There were no complaints for the April 2017 quarterly report.

**9. REORDERING OF  
OR ADDITION OF  
AGENDA ITEMS:**

Superintendent John Burch announced that there 12.6 would be moved up to 12.1 in the agenda and then all others will follow order.

**10. REPORTS:**

**10.1 STUDENT  
BOARD MEMBER  
REPORT:**

Student Board Member Ashley Boone was not present.

**10.2 ENROLLMENT  
REPORT:**

Superintendent John Burch shared the following:

District Enrollment is 915 which is still holding in comparison to last year.

**10.3 SPRING  
COACHES REPORT:**

**Mike Albee reported on the following for Boys Tennis:**

This year the team is in the west side league and won league. The travel is quite a bit less. There is no feeder program, just a camp during the summer. May 6<sup>th</sup> is the North Section Individual Finals. The season is going great.

**Tom Tomlinson reported on the following for Boys Baseball-**

The team was off to a slow start and the main catcher was still finishing up Basketball. The weather has slowed things up a bit but there are two games coming up this Thursday and Friday. There are 13 kids playing. 6 seniors and 7 underclassmen.

**Brett Henry reported on the following for Track:**

Track has been going well this year. This year has shown that the school is Definitely in need of a new track. There are two new coaches this year and a very small Varsity girls team this year. JV girls have a strong chance to win the league. The only meet that we will have will be invitational and hopefully we will have nice weather.

**10.4 CAFÉ UPDATE:**

Beginning Balance	\$47,818.00	\$39,324.00
Revenue	\$475,447.00	\$102,434.00
Expenditures	(\$478,152.00)	(\$74,029.00)
Ending Balance	\$45,113.00	\$67,729.00

Deficit Spending      \$2,705.00

2015/16 Deficit spending \$ (234.00)

2016/17 Projected          \$ (2,705.00)

Changes in 2016/17

Increase in 4%

\$7,572.00

Salaries \$ 189,301.00

Benefits increased with 4% Salary Increase

Cost of food is increasing

Division of the 5310 and 5320 completed this year.

Crystal Carter, Food Service Director shared that this is the first time that she has received any information on budgeting for the Café. Moving forward, she and Christine Towne will be meeting regularly to discuss and manage the budget. The numbers are good and there are more students participating and eating supper. The supper program allows each student to eat for free with the assets program. This is great for the students and moving forward she shared that she will be participating in more training opportunities to stay on top of the budget.

**10.5 BOND UPDATE:**

Superintendent John Burch shared that he met with the Engineer and Project manager today. They were looking at drawings and the track layout. Consulting with coaches on the progress. There was some good drainage discovered which is great. This is usable and may save the District some money. The first oversight meeting is Thursday, April 27<sup>th</sup> at 6:00 pm in the library. The Board is welcome to attend and the law firm will be present at this meeting.

**10.6 PROMISE  
NEIGHBORHOOD  
GRANT UPDATE:**

Superintendent John Burch shared that the contracts have all been signed. They have been submitted and approved. The two counselors will be hired soon and this will allow for the students to be followed after high school through their first year of college.

**11. PUBLIC COMMENT:**

There was no public comment.

**12.1 VEHICLE LEASE  
AGREEMENT WITH  
ENTERPRISE  
FLEET MANAGMENT:**

A motion was made by Ken Vaughan and seconded by Pauletta Bray to approve the lease agreement with Enterprise Fleet Management. They work with TCDE and other districts and this is a way to save a substantial amount of money. This is more of a cash flow type lease. Schools get some great incentives and this helps to maximize the school's budget. This will allow the district to upgrade the fleet with low costs. Approval will need to be made by the Board before any vehicles are purchased.

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:	_____

**12.2 FINAL READING  
OF BP AND AR 5141.52:**

A motion was made by Jim Bingham and seconded by Todd Henderson to approve the final reading of Board Policy and Administrative Regulation 5141.52 which is the Suicide Prevention policy for prevention and Instruction. There being no further discussion, the Board voted unanimously to approve Board Policy and Administrative Regulation 5141.52.

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:	_____

**12.3 SUMMER SCHOOL  
2016-17 SCHOOL YEAR:**

A motion was made by Todd Henderson and seconded by Jim Bingham to approve summer school for 2016.17 school year. Nothing has changed. Jared Caylor will be the administrator overseeing summer school. There Being no further discussion, the Board voted unanimously to approve Summer school for 2016-17 school year.

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:	_____

**12.4 GIRLS  
BASKETBALL  
REQUEST FOR  
OVERNIGHT  
TOURNAMENT:**

A motion was made by Pauletta Bray and seconded by Jim Bingham to approve that the Girls Basketball team take an trip overnight to be able to participate in a tournament. Coach, Kol Zuppan shared that there would be 8-10 chaperones attending and this would be a Thursday, Friday and returning Saturday trip to Folsolm area.. This would be a great bonding experience and would allow the girls to play some competitive ball. The trip will be funded by Fundraising which Mr. Zuppan asked for approval for as well. This is to hold a Firework stand in town which parents would have to help with since most girls are not over the age of 18 years old. The Board just made sure to let Mr. Zuppan know to be safe and careful. There being no further discussion, the Board voted unanimously to approve the overnight tournament.

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:	_____

**12.5 RESOULTION  
NO. 388:**

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve Resolution No. 388 which is for the reduction of Child Development Program. There being no further discussion, the Board voted umanimously to approve Resolution No. 388.

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 RESOLUTION  
NO. 389:**

A motion was made by Ken Vaughan and seconded by Pauletta Bray to approve Resolution No. 389 which is for the reduction of Classified Employee assignments. There being no further discussion, the Board voted unanimously to approve Resolution No. 389.

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 LCAP UPDATE:**

Superintendent John Burch shared that there was not a huge update and will bring details next month as he will have a draft with the narrative. All can look at the website [www.caschooldashboard.org](http://www.caschooldashboard.org) for more details.

**12.8 AGREEMENT  
WITH NICHOLS,  
MELBURG  
& ROSETTO FOR  
ARCHITECTURAL  
SERVICES  
FOR STADIUM  
REMODEL  
PROJECT:**

A motion was made by Todd Henderson and seconded by Ken Vaughan to approve the agreement with Nichols, Melburg and Rosetto for architectural services for the stadium remodel project. 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:	_____	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:	_____

**12.9 AGREEMENT  
WITH SHREDER &  
ASSOCIATES  
FOR CONSTRUCTION  
MANAGEMENT  
SERVICES  
FOR STADIUM  
REMODEL PROJECT:**

A motion was made by Jim Bingham and seconded by Todd Henderson to approve the agreement with Shreder & Associates for construction management services for the stadium remodel project. 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:	_____	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:	_____

**12.10 FUTURE  
BOARD  
AGENDA  
ITEMS:**

The energy report was requested and any progress on the safety report.

**13. PUBLIC COMMENT /  
CLOSED SESSION:**

There was none.

**14. ADJOURN TO  
CLOSED SESSION:**

There was none.

**15. REOPEN TO  
PUBLIC SESSION:**

There was none.

**16. ANNOUNCEMENT  
OF DECISIONS MADE IN  
CLOSED SESSION:**

There was none.

**17. ADJOURNMENT:**

There being no further action, the Board adjourned at 7:35 PM.

**Approved**

---

Scott Patton, President

---

Pauletta Bray, Clerk

Checks Dated 04/01/2017 through 04/30/2017			Board Meeting Date May 18, 2017		
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40145471	04/05/2017	BOARD OF EQUALIZATION	01-5800	3,055.95	
			11-5800	9.98	
			13-5800	160.84	
			19-5800	42.23	3,269.00
40145472	04/05/2017	GREAT AMERICA FINANCIAL SERVICES CORPORATION	01-7438	431.10	
			01-7439	933.14	1,364.24
40145473	04/05/2017	P G & E	01-5503	49.48	
			19-5503	258.48	307.96
40145474	04/05/2017	PITNEY BOWES PURCHASE POWER POSTAGE	01-5904		1,000.00
40145475	04/05/2017	RIVER CITIES COUNSELING & CONSULTING INC.	01-5800		11,250.00
40145476	04/05/2017	A-Z BUS SALES	01-4300		551.47
40145477	04/05/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	394.21	
			01-5508	170.01	564.22
40145478	04/05/2017	AT&T	01-5901	282.05	
			01-8699	5.00-	277.05
40145479	04/05/2017	CORNING ACE HARDWARE	01-4300		326.67
40145480	04/05/2017	CORNING LUMBER COMPANY	01-4300		687.46
40145481	04/05/2017	EWING IRRIGATION	19-4300		422.16
40145482	04/05/2017	GREEN WASTE OF TEHAMA	01-5506		107.42
40145483	04/05/2017	HUNT & SONS, INC	01-4311	1,187.71	
			01-4312	3,567.21	4,754.92
40145484	04/05/2017	LES SCHWAB	01-4300		16.16
40145485	04/05/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	21.88	
			19-4300	69.16	91.04
40145486	04/05/2017	MT. SHASTA SPRING WATER CO.INC	01-4300		69.34
40145487	04/05/2017	NOR-CAL TOILET RENTALS	01-5600		270.56
40145488	04/05/2017	OLIVE CITY AUTO PARTS DERODA.INC	01-4300	253.77	
			19-4300	28.20	281.97
40145489	04/05/2017	SAV-MOR FOODS	01-4300		15.45
40145490	04/05/2017	VALLEY IND. COMMUNICATIONS	01-5900		225.00
40145491	04/05/2017	W.W. GRAINGER, INC.	01-4300		251.62
40145492	04/05/2017	WASTE MANAGEMENT	01-5506		563.73
40145498	04/05/2017	AMERIPRIDE UNIFORMS SERVICES	13-5500		222.56
40145499	04/05/2017	CRYSTAL CREAMERY	13-4700		6,804.35
40145500	04/05/2017	FRANZ FAMILY BAKERY	13-4700		140.28
40145501	04/05/2017	FROZEN GOURMET INC	13-4700		244.96
40145502	04/05/2017	GOLD STAR FOODS, INC	13-4700		2,134.88
40145503	04/05/2017	HAPPY VALLEY FRESH FRUIT CO. WESTABY ENTERPRISES	13-4700		133.50
40145504	04/05/2017	MARCO'S PIZZA	13-4700		3,510.00
40145505	04/05/2017	PLASTIC PACKAGE, INC.	13-4300		2,888.37
40145506	04/05/2017	PRO PACIFIC FRESH	13-4300	59.72	

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

ESCAPE ONLINE

Page 1 of 6



Checks Dated 04/01/2017 through 04/30/2017			Board Meeting Date May 18, 2017		
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40145506	04/05/2017	PRO PACIFIC FRESH	13-4700	5,458.48	5,518.20
40145507	04/05/2017	SAV-MOR FOODS	13-4700		11.33
40145508	04/05/2017	SYSCO SACRAMENTO, INC.	13-4300	125.40	
			13-4700	1,426.59	1,551.99
40145509	04/05/2017	THE DANIELSEN COMPANY	13-4300	934.11	
			13-4700	6,780.73	7,714.84
40145724	04/07/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	115.21	
			01-5508	163.88	279.09
40145725	04/07/2017	BOARD OF EQUALIZATION	01-5800		78.90
40145726	04/07/2017	BSN SPORTS, LLC	01-4300		333.65
40145727	04/07/2017	JARED K. CAYLOR	01-5211		95.86
40145728	04/07/2017	CDW GOVERNMENT	01-4300	663.75	
			01-4400	7,451.27	
			01-5800	1,650.00	
			01-5833	900.00	10,665.02
40145729	04/07/2017	CORNING LUMBER COMPANY	01-4300		180.27
40145730	04/07/2017	EAGLE SOFTWARE AERIES SOFTWARE, INC	01-5200		1,050.00
40145731	04/07/2017	HEATHER M. FELCIANO	01-5200	212.00	
			01-5211	113.65	325.65
40145732	04/07/2017	GLENN COUNTY OFFICE OF ED	01-8096		7,137.00
40145733	04/07/2017	HAWES RANCH & FARM SUPPLY	19-4300		424.63
40145734	04/07/2017	DAVID A. MESSMER	01-5202		46.01
40145735	04/07/2017	MIRACLE UPHOLSTERY ROBERT BRUCE CHRISTENSEN	01-4300	77.33	
			01-5800	70.00	147.33
40145736	04/07/2017	MJB WELDING SUPPLY	01-4300	486.58	
			Unpaid Tax	1.09-	485.49
40145737	04/07/2017	MT. SHASTA SPRING WATER CO.INC	01-4300	8.47	
			Unpaid Tax	.02-	8.45
40145738	04/07/2017	NOR-CAL TOILET RENTALS	01-5600		143.42
40145739	04/07/2017	NORTHWOOD BACKFLOW SERVICES	01-4300	277.00	
			01-5600	329.99	
			01-5800	250.01	857.00
40145740	04/07/2017	OFFICE DEPOT	01-4300		3,185.52
40145741	04/07/2017	P G & E	01-5503		19.06
40145742	04/07/2017	RED BLUFF GLASS	01-4300	113.00	
			01-5800	126.00	239.00
40145743	04/07/2017	CASSIE A. RIDDLE	01-5211		50.29
40145744	04/07/2017	SILVER DOLLAR FAIR	01-5200		100.00
40145745	04/07/2017	TKO ELECTRONICS, INC	01-4400		708.55
40145746	04/07/2017	CHARLES D. TROUGHTON	01-5211		116.63
40145747	04/07/2017	U.S. BANK EQUIPMENT FINANCE	01-5620		578.75
40145748	04/07/2017	W.W. GRAINGER, INC.	01-4300		105.29
40145749	04/07/2017	WEST COAST PAPER	01-4300	153.86	
			Unpaid Tax	.36-	153.50

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

ESCAPE ONLINE  
Page 2 of 6

## Checks Dated 04/01/2017 through 04/30/2017

Board Meeting Date May 18, 2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40145750	04/07/2017	WEST MOUTAIN TIMBER	01-5800		1,550.00
40145894	04/12/2017	CRYSTAL CREAMERY	13-4700		845.50
40145895	04/12/2017	GOLD STAR FOODS, INC	13-4700		2,295.68
40145896	04/12/2017	PRO PACIFIC FRESH	13-4700		1,173.16
40145897	04/12/2017	THE DANIELSEN COMPANY	13-4700		300.41
40145898	04/12/2017	ACT, INC	01-4300	150.85	
			Unpaid Tax	10.85-	140.00
40145899	04/12/2017	AMERIGAS	01-5504		132.21
40145900	04/12/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500		57.09
40145901	04/12/2017	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505		350.00
40145902	04/12/2017	JOHN C. BURCH	01-5200	366.00	
			01-5211	185.11	551.11
40145903	04/12/2017	CALIFORNIA WINDSHIELD REPAIR	01-5800		45.00
40145904	04/12/2017	CDW GOVERNMENT	01-4300		514.47
40145905	04/12/2017	CORNING ACE HARDWARE	19-4300		56.18
40145906	04/12/2017	CORNING LUMBER COMPANY	01-4300		466.71
40145907	04/12/2017	CSM CONSULTING, INC	01-5800		1,250.00
40145908	04/12/2017	FIRST CALL	01-4300		392.20
40145909	04/12/2017	HUNT & SONS, INC	01-4311	520.34	
			01-4312	818.86	1,339.20
40145910	04/12/2017	INDUSTRIAL POWER PRODUCTS	19-4400	2,155.00	
			Unpaid Tax	155.00-	2,000.00
40145911	04/12/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300		55.34
40145912	04/12/2017	MJB WELDING SUPPLY	01-4300		19.00
40145913	04/12/2017	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300		28.45
40145914	04/12/2017	NORTH VALLEY DISTRIBUTING	01-4300		172.40
40145915	04/12/2017	OLIVE CITY AUTO PARTS DERODA.INC	01-4300	1,017.49	
			19-4300	116.88	1,134.37
40145916	04/12/2017	RED BLUFF GLASS	01-4300	704.91	
			01-5800	112.00	816.91
40145917	04/12/2017	RICOH USA, INC.	11-5620		149.78
40145918	04/12/2017	SUPPLYWORKS	01-4300		10.72
40145919	04/12/2017	TEHAMA CO DEPT OF EDUCATION	01-5200		25.00
40145920	04/12/2017	TEHAMA TIRE SERVICE INC	01-4313		714.24
40145921	04/12/2017	DAVID E. TINKER	01-5200	74.00	
			01-5211	93.30	167.30
40145922	04/12/2017	WASTE MANAGEMENT	01-5506		605.92
40145966	04/12/2017	CALIFORNIA'S VALUED TRUST	01-3402	1,731.00	
			01-3701	7,598.17	
			01-3702	5,624.87	
			01-9200	182.40	
			76-9513	136,173.83	
			76-9551	144.90	

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

ESCAPE ONLINE  
Page 3 of 6

Checks Dated 04/01/2017 through 04/30/2017			Board Meeting Date May 18, 2017		
Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40145966	04/12/2017	CALIFORNIA'S VALUED TRUST	76-9552	18,378.32	
			76-9553	2,324.72	172,158.21
40146440	04/21/2017	AT&T MOBILITY	01-5901		158.04
40146441	04/21/2017	BUTTE COUNTY OFFICE OF ED	01-5200		60.00
40146442	04/21/2017	CALIFORNIA FFA CENTER REGISTRATION	01-5200		3,750.00
40146443	04/21/2017	CDW GOVERNMENT	01-4300	379.80	
			01-4400	2,370.50	
			01-5833	363.50	3,113.80
40146444	04/21/2017	CORNING ACE HARDWARE	01-4300	11.63	
			19-4300	81.47	93.10
40146445	04/21/2017	CORNING LUMBER COMPANY	01-4300		687.18
40146446	04/21/2017	HUNT & SONS, INC	01-4311	658.12	
			01-4312	920.98	1,579.10
40146447	04/21/2017	IEC POWER, LLC	01-5800		1,113.95
40146448	04/21/2017	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	6.78	
			19-4300	14.52	21.30
40146449	04/21/2017	MJB WELDING SUPPLY	01-4300		1,314.61
40146450	04/21/2017	OLIVE CITY AUTO PARTS DERODA.INC	01-4300		56.48
40146451	04/21/2017	RAY MORGAN COMPANY	01-5620		815.07
40146452	04/21/2017	ROSENDO ESPINO	13-4400		2,800.00
40146453	04/21/2017	SAC-VAL JANITORIAL SUPPLY	01-4300		342.99
40146454	04/21/2017	SAV-MOR FOODS	01-4300		43.49
40146455	04/21/2017	SCHOOL SERVICES OF CALIFORNIA	01-5200		205.00
40146456	04/21/2017	CHRISTINE D. TOWNE	01-5202		61.79
40146457	04/21/2017	U.S. BANK EQUIPMENT FINANCE	01-5620		45.15
40146458	04/21/2017	W.W. GRAINGER, INC.	01-4300		77.16
40146459	04/21/2017	SHARLET G. WAGNER	01-5202		70.08
40146460	04/21/2017	WEST COAST PAPER	01-4300		16.02
40146461	04/21/2017	YUBA COMMUNITY COLLEGE DIST	01-5200		200.00
40146753	04/26/2017	U.S. BANK CORPORATE PAYMENT SYSTEM	01-4200	742.44	
			01-4300	5,983.51	
			01-4307	227.67	
			01-4400	1,007.75	
			01-5200	3,103.72	
			01-5211	251.85	
			13-5904	22.50	
			19-4300	218.96	
			01-5904	63.75	
			11-4307	63.37	
			11-5200	80.00	
			13-4300	264.91	
			13-4700	400.82	
			13-5200	1,158.46	13,589.71

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

ESCAPE ONLINE

Page 4 of 6

## Checks Dated 04/01/2017 through 04/30/2017

Board Meeting Date May 18, 2017

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
40146754	04/26/2017	A-Z BUS SALES	01-4300		86.34
40146755	04/26/2017	AMERICAN TIME & SIGNAL	01-4300	62.47	
			Unpaid Tax	3.32-	59.15
40146756	04/26/2017	AMERIPRIDE UNIFORMS SERVICES	01-5500	115.21	
			01-5508	181.56	296.77
40146757	04/26/2017	BAKER DISTRIBUTING COMPANY	01-4300		275.97
40146758	04/26/2017	CRYSTAL C. CARTER	13-5200	194.00	
			13-5211	288.36	482.36
40146759	04/26/2017	CITY OF CORNING	01-5502		3,268.33
40146760	04/26/2017	COALITION FOR ADEQUATE SCHOOL HOUSING	01-5300		468.00
40146761	04/26/2017	CORNING ACE HARDWARE	19-4300		42.54
40146762	04/26/2017	CORNING CHEVROLET BUICK	01-4300		26.51
40146763	04/26/2017	CORNING FORD MERCURY	01-4300		38.55
40146764	04/26/2017	CORNING LUMBER COMPANY	01-4300		72.90
40146765	04/26/2017	CHRISTINA E. COSTA	01-5200		268.00
40146766	04/26/2017	EAGLE SOFTWARE AERIES SOFTWARE, INC	01-5200		100.00
40146767	04/26/2017	FIRST ADVANTAGE OCCUPATIONAL IRS # 1365611	01-5800		31.00
40146768	04/26/2017	GUY RENTS INC.	01-4300		137.55
40146769	04/26/2017	HUE & CRY INC.	01-5507		968.00
40146770	04/26/2017	ITSAVVY LLC	01-4400		1,628.76
40146771	04/26/2017	MT. SHASTA SPRING WATER CO.INC	01-4300		42.82
40146772	04/26/2017	NAVMAN WIRELESS NORTH AMERICA	01-5900		257.94
40146773	04/26/2017	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300		35.01
40146774	04/26/2017	OFFICE DEPOT	01-4300		2.90
40146775	04/26/2017	OLIVE CITY AUTO PARTS DERODA.INC	01-4300		63.87
40146776	04/26/2017	P G & E	01-5503	191.80	
			01-5504	137.21	329.01
40146777	04/26/2017	REDDING FREIGHTLINER, INC.	01-4300		215.19
40146778	04/26/2017	SUPPLYWORKS	01-4300		120.09
40146779	04/26/2017	TORMACH, INC.	01-4300	1,315.51	
			Unpaid Tax	92.68-	1,222.83
40146780	04/26/2017	W.W. GRAINGER, INC.	01-4300		72.36
Total Number of Checks			141		315,400.39

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL	117	113,628.50
11	ADULT EDUCATION	3	303.13
13	CAFETERIA SPEC REV	20	40,779.90
19	FOUNDATION SPECIAL REV	13	3,930.41
76	WARRANT/PASS-THRU	1	157,021.77

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

ESCAPE ONLINE

Page 5 of 6

**Checks Dated 04/01/2017 through 04/30/2017****Board Meeting Date May 18, 2017**

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
Total Number of Checks			141	315,663.71	
Less Unpaid Tax Liability				263.32-	
Net (Check Amount)				<u>315,400.39</u>	

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

ESCAPE ONLINE  
Page 6 of 6



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

**2016-2017 School Year**

**Incoming**

**Updated 1/31/17**

<b>Last</b>	<b>First</b>	<b>Grade</b>	<b>From</b>	<b>Code</b>	<b>Reason / Date</b>
Albers	Mitchell	11th	Red Bluff	1	Established 7/19/16
Albers	Tristan	11th	Red Bluff	1	Established 7/19/16
Ayers	Mackenzie	9th	Los Molinos	1	Established 6/20/16
Bailey	Evan	11th	Orland	1	Established 7/25/16
Bailey	Tristen	9th	Los Molinos	1	Established 5/17/16
Baunelos	Edith	10th	Orland	1	Established 1/19/17
Brown	Benjamin	10th	Hamilton	1	Established 8/15/16
Brown	Christian	12th	Hamilton	1	Established 8/15/16
Clavel	Yahaira	12th	Red Bluff	1	Established 8/24/16
Cruse	Alexander	11th	Los Molinos	1	Established 8/31/16
Drake	Chloe	10th	Red Bluff	1	Established 8/5/16
Farrell	Jacqueline	9th	Chico	1	Established 3/7/16
Gonzalez	Isaac	12th	Orland	1	Established 5/3/16
Gullick	Elaina	11th-12th	Los Molinos	1	Established 5/24/16
Guzman	Araceli M.	9th	Orland	1	Established 4/26/17
Guzman	Mariana	10th	Orland	1	Established 4/26/17
Lee	David	9th	Red Bluff	1	Established 10/18/16
Mackintosh	David	9th	Red Bluff	1	Established 6/20/16
Mackintosh	Micaela	12th	Red Bluff	1	Established 6/20/16
Mackintosh	Rebecca	11th	Red Bluff	1	Established 6/20/16
Morga	Malyia	10th	Red Bluff	1	Established 9/7/16
Nye	Gavin	12th	Red Bluff	1	Established 6/20/16
Perez	Carlos	12th	Los Molinos	1	Established 1/2/17
Santos	Victor	12th	Red Bluff	1	Renewal Established 4/14/16
Valencia	Jesus	11th & 12th	Red Bluff	1	Denied 1/25/17
Valencia	Luis	10th-12th	Red Bluff	1	Established 1/25/17
Woolbert	George	9th	Red Bluff	1	Established 8/10/16

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

**2016-17 School Year -**

**Outgoing**

**Updated 4/4/17**

<b>Last Name</b>	<b>First</b>	<b>Grade</b>	<b>To</b>	<b>Code</b>	<b>Reason / Date</b>
Andrews	Jang	11th	Los Molinos	1	Established 8/29/16
Avrit	Connor	11th	Hamilton High	1	Pending Hamiltons Approval 8/5/16
Avrit	Morgan	9th	Hamilton High	1	Pending Hamiltons Approval 8/5/16
Baca	Martin	12th	Orland Unified	1	Established 12/19/16
Barriaga	Lucas	10th	Red Bluff	1	Established 7/13/16
Carion	Salvador Santoya	11th & 12th	Red Bluff	1	Established 2/6/17
Cruse	Alexander	11th	Los Molinos	1	Established 8/31/16
D'andrea	Denny	10th	Los Molinos	1	Established 8/15/16
DeTavis	Ecco	9th	Red Bluff	1	Established 8/25/16
DeTavis	Samuel	11th	Red Bluff	1	Established 9/21/16 Revoked 3/20/17
Devincenzi	Dominic	10th	Hamilton High	1	Pending Hamilton's approval 7/7/16
Drake	Jillian	10th	Orland Unified	1	Established 8/12/16
Drown	Samantha	12th	Los Molinos	1	Established 7/18/16
Escobar	Daylin	11th	Red Bluff	1	Established 11/7/16
Galven	Laura	12th	Red Bluff	1	Pending Red Bluff's approval 8/3/16
Graciano	Ulises	11th	Los Molinos	1	Established 12/5/16
Gruenwald	Tate	10th	Hamilton High	1	District of Choice Established 12/17/14
Gruenwald	Wade	9th	Hamilton High	1	District of Choice Established 9/16/15 for 2016-2020 school yrs
Johnson	Cade	12th	Hamilton High	1	Established 8/7/16
Johnson	Cort	10th	Hamilton High	1	District of Choice Established 10/2/15
Johnston	Charleigh	10th	Los Molinos	1	Established 8/29/16
Johnston	Cordell	11th	Los Molinos	1	Established 8/29/16
Jones	Sadee	10th	Red Bluff	1	Established 8/3/16
Lamar	Tylia	9th	Orland Unified	1	Established 2/23/16

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

Lowen	Hannah	9th	Shasta Union High	1	District of Choice 12/7/16
Macullen	Anthony	11th	Red Bluff	1	Established 1/17/17
Paulos	Liam	9th	Hamilton High	1	Established 7/25/16
Powell	Payton	9th	Hamilton High	1	Established 8/24/16
Pryor	Ryon	9-12th	Hamilton High	1	District of Choice 2/8/17
Rattneback	Tiffany	10th	Red Bluff	1	Pending Red Bluff's approval 8/3/16
Roles	Amber	12th	Orland Unified	1	Established 9/12/16
Rumsey	Daniel	12th	Red Bluff	1	Pending RB's approval 9/16/16
Sanchez	Carlos	9th	Hamilton High	1	Established 8/15/16
Sanchez	Riley	11th	Los Molinos	1	Established 2/1/17
Sanchez Pano	Yesenia	12th	Los Molinos	1	Pending LM approval 7/11/16
Sandoval Perez	Christian	12th	Willows High	1	Established 10/20/16
Saavedra	Ivan	10th	Hamilton High	1	Established 11/29/16
Silva	Jonathan	10th	Hamilton High	1	Established 8/15/16
Sontoya	Angel	10-12th	Red Bluff	1	Pending approval from Red Bluff 2/8/17
Southichanh	Wendy	9th	Red Bluff	1	Pending RB's approval 4/26/17
Spencer	Dawson	12th	Los Molinos	1	Established 8/19/16
Stewart	Eden	10th	Red Bluff	1	Established 5/11/16
Thomas	Cobi	10th	Los Molinos	1	Established 8/2/16
Todd	Chance	11th	Red Bluff	1	Established 8/18/16
VanLent	Elise	12th	Red Bluff	1	Established 9/13/16
VanLent	Sebastian	9th	Red Bluff	1	Established 3/24/17
Weideman	Hayley	9th	Hamilton High	1	District of Choice Established 12/18/14
Weideman	Veronica	10th	Hamilton High	1	District of Choice Established 12/18/14
Woodruff	Christian	11th	Red Bluff	1	Established 5/31/16



## Updated 5/3/16

[illegible]

Updated 4/26/17

[illegible]

# Corning Union High School District

## Human Resources Report

Board Meeting Date: 5/18/2017

<u>Action</u>	<u>Type</u>	<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Background</u>
Position Change	Reclassification	Lacey Deleray	Senior Para Educator	4/1/2017	Reclassify from Para Educator to Senior Para Educator
Position Change	Reclassification	Debbie Bryant	Senior Para Educator	4/1/2017	Reclassify from Para Educator to Senior Para Educator
New Hire	Student	Luis Mendoza	STAR Student Asst.	4/3/2017	Hourly/minimum wage
Resignation	Retirement	Dea Hamilton	Director of Transportation	8/31/2017	16+ Years in the District
Resignation	Voluntary	Joanne Rodgers	Teacher (Math)	6/30/2017	Voluntary Resignation
New Hire	Probationary	Jared Stearns	Teacher (Physical Education)	2017/18	Replace Vacancy (M. Costanza)
New Hire	Probationary	Jessica Flores	Teacher (Math)	2017/18	Replace Vacancy (J. Rodgers)
New Hire	Probationary	Manel Jurado	School Counselor	2017/18	New Position, contingent on Promise Neighborhood grant funding
New Hire	Probationary	Eric Johnson	School Counselor	2017/18	New Position, contingent on Promise Neighborhood grant funding

### Extra Duty/Temporary/Coaching Authorizations

<u>Effective</u>	<u>Type</u>	<u>Employee</u>	<u>Assignment</u>	<u>Terms</u>	<u>Additional Information</u>
5/1/2017	STIPEND	Cassie Riddle	Grant Implementation Support	Flat Amount	\$750 for Spring Semester

Deanna A. Hamilton  
25701 Wilson Rd.  
Los Molinos, CA 96055  
May 8, 2017

John Burch  
Superintendent  
Corning Union High School  
643 Blackburn Ave  
Corning, Ca 96021

Dear John

Please accept this letter as official notice of my retirement, effective August 31, 2017.

It has been a pleasure to serve in my position as Director of Transportation since 2001.

During my time here, I feel proud of my accomplishments. Corning now has a good reputation with state and local agencies that oversee transportation operations, including CHP, California Dept. of Ed. The whole department including drivers and mechanics work as a team to accomplish daily challenges and care about the students that they serve.

Please know that I will be available to assist the district with bus driver training and any consulting as needed.



Deanna Hamilton, Director of Transportation

Corning Union High School District  
Donation Report

Board Meeting: May 18, 2017

<u>Received From</u>	<u>Item</u>	<u>Reference</u>	<u>Amount / Value</u>	<u>Description</u>	<u>Purpose</u>
Loriel's Dance Studio	Zumba Lessons		\$112.24	8 hours of Instruction	ASSETS - Physical Education

College Connection – Shasta College  
11555 Old Oregon Trail  
P.O. Box 496006  
Redding, CA 96049-6006  
Fax – 530-245-7354

April 21, 2017

Mr. John Burch, Superintendent  
Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021

Dear Mr. Burch:

As you know, the College Connection Program has been directed by the CDE to have the school boards of each district in the consortium approve the students who have been accepted into our program. Included in this letter is a list of your 2017-2018 College Connection students. Also attached is a copy of our 2017-2018 school calendar. Please include this information for approval in the agenda of a board meeting. I will need a copy of the approved minutes for our records. Please let me know if I may assist with any additional information.

Emma Isabel Escalante  
Abigail Fierce  
Janalle Hernandez  
Andrea Velazquez Cruz

Thank you for your time and for your continued support of our program.

Daniel Vanek

College Connection Instructor/Counselor  
242-2333  
[dvanek@shastacollege.edu](mailto:dvanek@shastacollege.edu)

## COLLEGE CONNECTION 2017-2018 School Calendar

180 Instructional  
Days

1 Staff Development  
Days (\*)

4 School  
Work Days  
(\*)

14 Holidays

Shaded = Student Attendance Days (180)

### July 2017

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

### August 2017 (20)

*1	2	3	4	
7	8	9	10	11
14	15	16	17	18
21	22	24	25	26
28	29	30	31	

### September 2017 (20)

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

### October 2017 (22)

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

### November 2017 (16)

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

### December 2017 (14)

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	30

### January 2018 (17)

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

### February 2018 (18)

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

### March 2018 (21)

			1	2
5	6	7	8	9
12	13	14	15	16
21	22	23	24	25
26	27	28	29	30

### April 2018 (16)

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

### May 2018 (16)

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

### June 2018

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

#### HOLIDAYS/RECESSES

Labor Day	.....	Sept 4
Veterans' Day	.....	Nov 10
Thanksgiving	.....	Nov 20-24
Winter Recess	.....	Dec 21 – Jan 5
Martin Luther King Day..		Jan 15
Lincoln's Day	.....	Feb 16
Presidents' Day	.....	Feb 19
Spring Recess	.....	Apr 2-- Apr 6
Memorial Day	.....	May 28

#### CERTIFICATED DATES

School Starts:	Aug 3
School Ends:	May 22
Graduation Practice	May 21
Graduation-7:00PM	May 22
District Work Days	Aug. 2 May 23-25
Staff Development Day	Aug 1



### 2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.**

Corning Union High School District/Governing Board at its \_\_\_\_\_ meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2017-2018 school year as the school's league representative:

#### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Corning Union High  
NAME OF REPRESENTATIVE John Studer POSITION Athletic Director  
ADDRESS 643 Blackburn Ave CITY Corning ZIP 96021  
PHONE 530-824-8000 FAX 530-824-8005 E-MAIL jstuder@corninghs.org

NAME OF SCHOOL Corning Union High  
NAME OF REPRESENTATIVE Jared Caylor POSITION Associate Principal  
ADDRESS 643 Blackburn Ave CITY Corning ZIP 96021  
PHONE 530-824-8000 FAX 530-824-8005 E-MAIL jcaylor@corninghs.org

NAME OF SCHOOL Corning Union High  
NAME OF REPRESENTATIVE Charlie Troughton POSITION Principal  
ADDRESS 643 Blackburn Ave CITY Corning ZIP 96021  
PHONE 530-824-8000 FAX 530-824-8005 E-MAIL ctroughton@corninghs.org

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name John Burch Signature [Signature]  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**



Month	CUHS	IND	CEN	District Totals
September	892	22	38	952
October	883	22	35	940
November	871	25	41	937
December	869	25	44	938
January	865	24	42	931
February	854	30	42	926
March	850	35	37	922
April	845	31	39	915
May	849	29	38	916
June				

## Corning Union High School

2016-2017

### Active Students by Grade

5/18/2017

Grade	Female	Male	Total
9	119	131	250
10	107	111	218
11	111	99	210
12	79	92	171
Grand Total:	416	433	849

## Corning Independent Study HS

2016-2017

### Active Students by Grade

5/18/2017

Grade	Female	Male	Total
9	2	2	4
10	2	1	3
11	10	4	14
12	8	0	8
Grand Total:	22	7	29

## Centennial Continuation High School

2016-2017

### Active Students by Grade

5/18/2017

Grade	Female	Male	Total
9	3	1	4
10	5	7	12
11	4	9	13
12	6	3	9
Grand Total:	18	20	38



**NVSIG**  
North Valley Schools Insurance Group

**PRESIDENT**  
Chris Peters  
*Live Oak Unified School District*

**VICE PRESIDENT**  
Mary Sakuma  
*Butte County Office of Education*

**SECRETARY**  
Julie Tucker  
*Colusa County Office of Education*

**TREASURER**  
Gail Osborne  
*Sutter County Superintendent of Schools*

## **Summary of Revisions to JPA Agreement/Bylaws** (as required in order to comply with CAJPA Accreditation standards)

### **JPA Agreement:**

1. Pursuant to Government Code Section 6509, the agreement shall specify the member which restricts the manner of exercising the power of the JPA. (See Section 3C on JPA Agreement.)
2. In accordance with provisions of Government Code sections 6505.5 or 6505.6 the agreement must designate a treasurer and an auditor. (See Section 5C on JPA Agreement.)
3. Various minor formatting changes made strictly for purposes of providing formatting consistency within the document.
4. Correction of minor typographical and/or grammatical errors where said correction would not materially change the terms or intent of the document.

### **Bylaws:**

1. Various minor formatting changes made strictly for purposes of providing formatting consistency within the document.
2. Correction of minor typographical and/or grammatical errors where said correction would not materially change the terms or intent of the document.



2868 Prospect Park Drive, Suite 600, Rancho Cordova, CA 95670  
[www.nvsig.org](http://www.nvsig.org)

North Valley Schools Insurance Group (NVSIG) JPA is a risk-sharing pool for workers' compensation insurance. For many years, NVSIG has continuously maintained accreditation through the California Association of Joint Powers Authorities (CAJPA).

As a requirement for maintaining its accreditation status, the JPA must undergo the CAJPA re-accreditation process every three (3) years. During the last accreditation audit, a few items in the JPA Agreement and/or Bylaws were flagged as having become non-compliant with current CAJPA accreditation standards. As a result, over the course of the past year, the NVSIG Board of Directors have been carefully reviewing the JPA Agreement and Bylaws in order to revise the flagged sections of the governing documents to bring them in compliance. At the last NVSIG Board meeting on March 16, 2017, the NVSIG Board approved recommended revisions to these governing documents.

The revised JPA Agreement and Bylaws must now be approved by the Board of each NVSIG member and an authorized Board representative must sign the provided signature page.

JOINT POWERS AGREEMENT  
NORTH VALLEY SCHOOLS INSURANCE GROUP  
(NVSIG)

Effective June 1, 1979  
Amended and Restated: March 16, 2017

# THE ORIGINAL BOARD OF DIRECTORS MEMBERSHIP BY COUNTY

[June 1, 1979]

<u>COLUSA</u>	(1)	Mr. Joe Keeler – Colusa COE	Secretary
<u>TEHAMA</u>	(3)	Mr. Tim Uptegrove – Tehama COE Mr. Wes Combes – Red Bluff High Dr. Joe Harrop – Gerber	Vice President Treasurer
<u>YOLO</u>	(2)	Ms. Anita Wisterman – Yolo COE Mr. Jim Sweeney – Washington Unified	
<u>YUBA</u>	(3)	Ms. Karen McConnell – Yuba COE Ms. Sandy Davini – Marysville Joint Unified Mr. Mike Edwards – Wheatland High	
<u>SUTTER</u>	(3)	Mr. Wayne Gadberry – Sutter Union High Mr. Gene Larrigan – Yuba City Unified Mr. Sam Hill – Live Oak Unified	President
<u>BUTTE</u>	(4)	Mr. Al Harris – Butte COE Ms. Susan Jeffers – Oroville City Elementary Mr. Ron Schmidt – Paradise Unified Mr. Jim Sands – Chico Unified	
<u>SHASTA</u>	(1)	Mr. Jim Weaver – Pacheco Union Elementary	

## TABLE OF CONTENTS

<u>EXERCISE OF POWERS AGREEMENT:</u>	<u>PAGE</u>
1. Creation of the Joint Powers Entity.....	1
2. Functions of the Authority.....	1
3. Powers of the Authority.....	2
4. Term of the Agreement.....	3
5. Bylaws.....	3
6. Membership in the NVSIG.....	3
7. Withdrawal from or Termination of Membership.....	4
8. Termination of Agreement.....	4
9. Disposition of Property and Funds.....	4
10. Amendments.....	5
11. Severability.....	5
12. Liability.....	5
13. Enforcement.....	5
14. Definitions.....	5
15. Signature Page.....	7



**EXHIBIT A:**  
**TABLE OF CONTENTS**

<b><u>BYLAWS:</u></b>	<b><u>PAGE</u></b>
I. Powers.....	A-1
II. Board of Directors.....	A-1
III. Officers.....	A-3
IV. Administration.....	A-4
V. Finance.....	A-5
VI. Accounts and Records.....	A-5
VII. Risk Management.....	A-6
VIII. Withdrawal from or Termination of Membership.....	A-6
IX. Involuntary Termination.....	A-7
X. Dissolution and Disposition of Property and Funds.....	A-7
XI. Investment of Funds.....	A-7
XII. Amendment.....	A-8
XIII. Severability.....	A-8
XIV. Effective Date.....	A-8

**JOINT POWERS AGREEMENT**  
**TO ESTABLISH, OPERATE AND MAINTAIN A**  
**COVERAGE PROGRAM FOR WORKERS' COMPENSATION**

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the California Government Code ("Government Code"), relating to the joint exercise of powers, between the Public Educational Agencies signatory hereto, for the purpose of operating an agency to be known and designated as the "North Valley Schools Insurance Group."

**WITNESSETH:**

WHEREAS, the parties herein subscribed determined that it was in the best public interest to join together to establish a joint powers agency for the purpose of establishing a Workers' Compensation coverage program for Public Educational Agencies; and

WHEREAS, it was further determined by such parties that a Workers' Compensation coverage program would be of value on an individual and mutual basis, and would adequately serve the needs of all such parties; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1 of the Government Code authorizes the joint exercise by two public agencies of any power common to them; and

WHEREAS, on June 1, 1979, such parties entered into a joint powers agreement (the "1979 JP Agreement") for the purpose of creating a joint powers agency for the establishment, operation, and maintenance of a Workers' Compensation coverage program for Public Educational Agencies; and

WHEREAS, the signatories now desire to amend and restate the 1979 JP Agreement to incorporate those amendments to the Government Code that are applicable to the Authority and the Workers' Compensation coverage program.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, each of the parties hereto does agree as follows:

1. CREATION OF THE JOINT POWERS ENTITY

A joint powers entity, separate and apart from the Public Educational Agencies that are signatories hereto, shall be and is hereby and shall hereafter be designated as the North Valley Schools Insurance Group (hereinafter referred to as the "Authority" or "NVSIG").

2. FUNCTIONS OF THE AUTHORITY

A. The Authority is established for the purposes of administering this Agreement, pursuant to the joint powers provisions of the Government Code, and providing the services and

other items necessary and appropriate for the establishment, operation and maintenance of a coverage program for Workers' Compensation claims against the Public Educational Agencies who are Members thereof, and to provide a forum for discussion, study and development of recommendations of mutual interest regarding coverage including, but not limited to, Workers' Compensation.

B. The functions of the Authority are:

- (1) To provide a coverage program for Workers' Compensation claims against the Members of the Authority and, as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, safety engineering, and other development as necessary for the payment and handling of all Workers' Compensation claims against Members as required by State law. Said payments and handling of Workers' Compensation claims shall be for Member claims that are filed under the laws of the State of California and that arise from facts occurring during the period of a Member's membership in the Authority. NVSIG shall not pay or handle any Workers' Compensation claims which arise out of facts occurring before a Member's membership in the Authority or after termination of its membership in this Authority.
- (2) To provide industrially-injured employees of the Members all of the benefits required under the Workers' Compensation laws.
- (3) To pursue any Member's right of subrogation to the rights of an injured employee against a third party when, in the discretion of the Board of Directors, the same is appropriate. Any and all proceeds resulting therefrom, shall inure to the benefit and shall be deposited in the treasury of the Authority.

C. Pursuant to Section 6505 of the Government Code, the Authority is strictly accountable for all funds received and dispersed by it and, to that end, shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles, or by any provision of law or any resolution of the Authority. In addition, the Board of Directors shall make, or contract with a certified public accountant to conduct an annual audit of the accounts, records, and financial affairs of the Authority.

3. POWERS OF THE AUTHORITY

NVSIG shall have the power and authority to exercise any power common to the Public Educational Agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to and to the extent required by Section 6509 of the Government Code, the Authority shall be restricted in the exercise of its powers in the same manner as Sutter County Superintendent of Schools is restricted in its exercise of similar powers. If Sutter County Superintendent of Schools shall cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as Yuba City Unified School District.

4. TERM OF THE AGREEMENT

The 1979 JP Agreement was effective as of June 1, 1979, and the then self-funded plan for Workers' Compensation claims was operative as of 12:01 a.m. on July 1, 1979. This Agreement which amends and restates the 1979 JP Agreement is effective upon final approval of all Members, and shall continue in effect until lawfully amended or terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the Public Educational Agencies participating in this Agreement, the successors in interest to the Obligations of any such reorganized Public Educational Agency may be substituted as a party or as parties to this Agreement.

5. BYLAWS

- A. NVSIG shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and by any such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "A," as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Authority shall be operated pursuant to this Agreement and said Bylaws.
- B. Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. All amendments must be approved by the two-thirds (2/3) vote of the members of the Board of Directors before the amendment shall become effective. Such amendments shall be binding upon all Members of the Authority. The effective date of any amendments will be on July 1<sup>st</sup> following adoption, unless otherwise stated.
- C. The officers of the Authority shall be elected from within the Board of Directors by the affirmative vote of a majority of the Directors present at the Board of Directors meeting. The principal officers shall be President, Vice President, Secretary, and Treasurer and each shall serve two-year terms, except that the Treasurer's term shall be subject to applicable limitations, if any, in Government Code Section 6505, et. seq. The Treasurer is the designated depository and auditor for the Authority pursuant to Government Code Sections 6505.5 and 6505.6, and shall be bonded as required by Government Code Section 6505.1.

6. MEMBERSHIP IN THE AUTHORITY

- A. Each party to this Agreement must be eligible for membership in NVSIG as defined in the Bylaws and became a Member of the Authority on the effective date of 1979 JP Agreement, except as provided herein below, or by two-thirds (2/3) vote of the Board of Directors within the first year of creation of this Authority. Each party which becomes a Member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the Obligations of, membership as provided in this Agreement and in the Bylaws.
- B. Upon written approval of two-thirds (2/3) vote of the Board of Directors, any School District, Community College District, Regional Occupational Center or program, County

Superintendent of Schools or County Board of Education, charter school, or other public educational agency that is not a party hereto but that desires to join the Authority created hereby may become a Member hereof by executing a copy of this Agreement whereby said School District, Community College District, Regional Occupational Center or program, County Superintendent of Schools or County Board of Education, charter school, or any public educational agency agrees to comply with the terms of this Agreement and of the Bylaws effective as of the date of such execution, at a rate to be set by the Board of Directors.

7. WITHDRAWAL OR REMOVAL FROM MEMBERSHIP

- A. Any party to this Agreement which has completed three (3) complete consecutive years as a Member of the Authority may voluntarily rescind this Agreement and terminate its membership in the Authority. Such termination of membership and rescission of this Agreement shall become effective subject to the conditions and in the manner and means set forth in the Bylaws.
- B. Any party to this Agreement may at any time be removed from membership in the Authority by a vote of two-thirds (2/3) of the members of the Board of Directors as provided by the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party.

8. TERMINATION OF AGREEMENT

Should parties to this Agreement terminate their membership or be removed from membership in the Authority such that the total annual premium for all parties during the next fiscal year is deemed insufficient by three-fourths (3/4) of the then-Members, this Agreement shall terminate effective the next July 1<sup>st</sup>, at 12:01 a.m.; provided, however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Authority.

9. DISPOSITION OF PROPERTY AND FUNDS

Since the Authority is created on the shared risk principle, all Members shall share in the overall Obligations of the Authority. Entering or withdrawing Members shall be held accountable for their pro-rata share of the Authority's Obligations.

- A. In the event of the dissolution of the Authority, the complete rescission, or other final termination of this Agreement by all Public Educational Agencies then a party hereto, any property interest remaining in the Authority, following a discharge of all Obligations, shall be disposed of as provided by the Bylaws.
- B. In the event a Member withdraws from this Agreement, any property interest of that Member remaining in the Authority, following discharge of all Obligations attributable to the Authority and its officers and employees, shall be disposed of as provided by the Bylaws.

10. AMENDMENTS

This Agreement may be amended by written agreement signed by all parties to this Agreement; provided; however, that if by a two-thirds (2/3) vote, the Board of Directors agrees in writing to an amendment, the other parties must also agree to said amendment or they shall be involuntarily terminated as parties to this Agreement as provided by the Bylaws.

11. SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

12. LIABILITY

A. Pursuant to the provisions of Section 895, et seq., of the Government Code, the Members are jointly and severally liability for any liability which is otherwise imposed by law upon any one of the Members or upon the Authority for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. If a Member or the Authority is held liable upon any judgment for damages caused by such act or omission that is in excess of its pro-rata share, the Authority is entitled to contributions from each of the other Members that are parties to the Agreement. A Member's pro-rata share shall be determined in the same manner as for the disposition of property and funds as provided in this Agreement and the Bylaws.

B. The Authority may insure itself, to the extent deemed necessary by the Board of Directors, against loss, liability, and claims arising out of or connected with this Agreement.

13. ENFORCEMENT

The Authority is hereby given authority to enforce this Agreement. In the event suit is brought pursuant to this Agreement by the Authority and a judgment is recovered against a Member, that Member shall pay all costs incurred by the Authority, including reasonable attorneys' fees as fixed by the court.

14. DEFINITIONS

A. "Authority" or "NVSIG" shall mean the North Valley Schools Insurance Group created by this Agreement.

B. "Board of Directors" shall mean the governing board of the Authority established by the Bylaws to direct and control the Authority.

C. "Claims Adjuster" shall mean a claim adjuster as may be engaged by the Board of Directors for the purpose of determining losses and payments with the respect to the claim fund.

- D. "Contribution" shall mean money, including, but not limited to, deposit premiums and special assessments, paid by a Member to the Authority in return for the handling of its Workers' Compensation claims.
- E. "Employee" shall have the same meaning as provided by Division 3, Part 1, Article 2 (Sections 3350, et seq.) of the California Labor Code, as may be amended.
- F. "Loss Reports" shall mean a report showing a Member's Workers' Compensation claim in detail, including current status.
- G. "Member" shall mean an individual School District, Community College District, Regional Occupational Center or program, the County Board of Education, the County Superintendent of Schools, or charter school which belongs to the NVSIG.
- H. "Obligations" shall include, but not be limited to, all payments required pursuant to the Workers' Compensation laws, together with all Reserves which have been established for the purpose of paying Workers' Compensation claims, together with any other legal obligations incurred by the Authority pursuant to this Agreement.
- I. "Public Educational Agency" shall mean a School District, Community College District, Regional Occupational Center or program, County Board of Education, County Superintendent of Schools, or charter school.
- J. "Reserves" shall mean that part of the Member's contribution held by the Authority to make future Workers' Compensation payments with respect to claims that have been incurred but are unpaid.
- K. "Unallocated Reserves" shall mean that part of the Member's contribution held by the Authority as surplus for "Reserves" and "administrative expenses."
- L. "Self-Funded" (permissively Uninsured) shall mean setting aside funds to pay for losses not covered by insurance.
- M. "Pro-rata Share" calculated by taking an individual Member's total contribution from inception of the JPA to the current date divided by the total contributions accrued by the Authority.



---

**COUNTERPARTS.** This Agreement may be executed in counterparts. A copy or original of this document with all signature pages appended together will be deemed a fully, executed original agreement. A facsimile or scanned version of any Party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

Name of Entity: CUHS B President Scott Patton

Date: 5/18/17

By: \_\_\_\_\_

Title: Board President

# **EXHIBIT A**

## **BYLAWS OF NORTH VALLEY SCHOOLS INSURANCE GROUP (NVSIG)**

### **PREAMBLE**

The North Valley Schools Insurance Group ("Authority" or "NVSIG") is established for the purpose of providing the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for workers' compensation protection for the public agencies who are Members hereof, and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding programs of workers' compensation coverage.

### **ARTICLE I POWERS**

The powers of the Authority are, as specified in the Joint Powers Agreement, as amended ("Joint Powers Agreement"), to establish and maintain a coverage program for workers' compensation and as specified in Government Code Section 6508.

### **ARTICLE II BOARD OF DIRECTORS**

- A. A Board of Directors is hereby established to direct and control the Authority.
- B. Each County which has Members shall be assigned positions on the Board of Directors. The number of Board positions for each County shall be based upon the total amount of the prior year's actual payroll of the Members within each such County as follows:

\$0	to	\$ 40,000,000	=	1 Representative
\$40,000,001	to	\$ 60,000,000	=	2 Representatives
\$60,000,001	to	\$125,000,000	=	3 Representatives
\$125,000,001 or more			=	4 Representatives

Each Board of Director's position shall be allowed one alternate. The designated director and designated alternate must be employees of a Member located within the County that they represent, and shall be employed by the Member in either a managerial position or a position which the Member has designated as exempt and confidential in relation to the Member's collective bargaining arrangements. The designated director and designated alternate shall serve at the pleasure of the County that appointed them. Only the designated director or designated alternate may represent their respective County, and each shall be invited to attend all meetings of the Board of Directors.

Annually each May, the Administrator (as described in Article IV herein) shall notify the appropriate entity(ies) in each County of the number of designated directors and designated alternates for said County, as well as provide each County with a list of the current designated

directors and designated alternates. For Counties where the County Office/Dept. of Education ("COE/DOE") is a Member, the Administrator will contact the COE/DOE and request a written response confirming the names of the designated directors and designated alternates who shall represent said County. For Counties where the COE/DOE is not a Member, the Administrator will contact the Member districts within the County as a group and request a collective written response confirming the names of the designated directors and designated alternates who shall represent said County.

Each Board member shall have one vote, which may be cast only by the designated representative who is in physical attendance at a Board meeting, or the designated alternate who is in physical attendance if the designated representative is absent. No proxy or absentee votes shall be permitted. The Counties shall provide the Authority with annual written notice of their respective designated directors and designated alternates, and at any time a change is made. Vacancies shall be filled as provided in this subparagraph B of Article II.

- C. The Board of Directors may conduct regular, adjourned regular, special, emergency, and adjourned special meetings, provided, however, that it will hold at least one meeting each fiscal year. The date, time, and place for each such meeting shall be fixed by the Board of Directors. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, et seq.) of the California Government Code, as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of the Board of Directors shall be open and public. The Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of the Authority true and correct copies of the minutes of such meetings.
- D. The Board of Directors shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its Members as an Officer for the purpose of receiving service on behalf of the Board of Directors. Sections 6503.5 and 53051 of the Government Code require the filing of a statement with the Secretary of State and with the County Clerks.
- F. The Board of Directors may appoint and dissolve working committees from its active Membership or by contract for services of others in keeping with the Joint Powers Agreement and these Bylaws.
- G. The Board of Directors shall determine the amount of the annual contributions as specified in Article V of these Bylaws. The Board of Directors shall also determine the amount of additional assessments during the year, if necessary or appropriate to allow for increased costs and expenses that may occur. The Board of Directors shall ensure that a complete and accurate system of accounting of the funds and properties shall be maintained at all times consistent with generally accepted auditing standards and accounting procedures and principles. The Board of Directors shall determine the manner in which workers' compensation claims shall be processed. Such processing shall conform to all provisions of law now in effect or later enacted.
- H. The Board of Directors shall be responsible for the ongoing operation of the Authority and is hereby empowered to implement and enforce rules, regulations, and procedures as the Board of Directors may adopt. The Board of Directors shall determine the method for providing workers' compensation coverage to its Members and the method of processing workers' compensation claims.

- I. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. All actions of the Board shall require the affirmative votes of a majority of the Board members present at a meeting that is duly held and at which a quorum is present.
- J. No one serving on the Board of Directors shall receive any salary or compensation from the Authority. Reasonable expenses incurred while serving at the direction of the Board of Directors shall be reimbursed in accordance with the Authority's policies.

### **ARTICLE III** **OFFICERS**

- A. The Officers of the Authority shall be elected from within the Board of Directors by the affirmative vote of a majority of the directors present at the Board of Directors meeting. Any vacancies arising midterm will be filled by appointment by the President. The principal Officers shall be President, Vice President, Secretary, and Treasurer and each shall serve two-year terms, except that the Treasurer's term shall be subject to applicable limitations, if any, in California Government Code Section 6505, et. seq. Elections shall be held at the last regularly scheduled Board of Directors meeting every even numbered year. Any person elected or appointed as an Officer may be removed from that position at any time by a 2/3 vote of the full Board.
- B. The President shall be the Chief Executive Officer and shall have general supervision and direction of the business of the Authority, shall see that all orders and resolution of the Board of Directors are carried into effect, and shall be a Member of all committees appointed by the Board of Directors. The President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.
- C. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President. The Vice President will transition to President when that position is vacated.
- D. The Secretary shall record, or cause to be recorded, all votes and minutes, and shall give, or cause to be given, notice of all meetings of the Board of Directors when notice is required by law or these Bylaws, and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the President.
- E. The Treasurer shall be Chief Financial Officer of the Authority and shall assume the duties described in Sections 6505.5 and 6505.6 of the California Government Code, as follows:
  - 1. Receive and receipt for all money of the Authority and place it in the treasury so designated by the Board of Directors to the credit of the Authority.
  - 2. Be responsible for the safekeeping and disbursement of all money and financial records of the Authority held by him/her.

3. Pay, when due, out of money of the Authority so held by him/her, all sums payable by the Authority.
  4. Verify and report in writing on the first day of July, October, January and April of each year to the Authority and the Members the amount of money he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report.
  5. Exercise such other powers and perform such other duties as may be prescribed from time to time by law or by the Board of Directors or the President.
- F. All persons or Officers who have charge of, handle, or have access to any property of the Authority shall file an official bond in an amount to be determined by the Board of Directors.
- G. The Officers of the Board of Directors shall constitute the Officers' Committee. The Officers' Committee shall be considered a working committee of the Board of Directors, and shall make recommendations to the Board regarding the operations of the NVSIG. The Officers' Committee shall have those powers and functions delegated to it by the Board of Directors.

#### **ARTICLE IV**

#### **ADMINISTRATION**

- A. The Board of Directors shall provide for the administration of the Authority and, except as otherwise provided by law, may delegate such administrative duties that the Board of Directors deems necessary and appropriate to an Administrator.
- B. The Administrator shall be either an independent contractor or employee of the Authority and shall be responsible for the management of the Authority's business, subject to the approval by the Board of Directors or the Officers' Committee.
- C. The duties of the Administrator shall include, but not be limited to:
1. Coordinating and carrying out the Authority's purposes and objectives according to its established policies and procedures, and policy directives from the Board of Directors or the Officers' Committee;
  2. Attending, as a non-voting Member, the meetings of the Board of Directors, and other committees;
  3. Making recommendations on new Member applications;
  4. Representing the Board of Directors and the Authority in dealings with the public and other organizations;
  5. Reporting the Authority's activities to the Members at such times and in such manner as prescribed by the Board of Directors;
  6. Performing such specific duties as are set forth under contract; and

7. Performing other duties as directed by the Board of Directors.

## **ARTICLE V**

### **FINANCE**

- A. The Board of Directors shall annually adopt a budget and make adjustments as appropriate.
- B. The Authority shall operate on a fiscal year from July 1<sup>st</sup> to June 30<sup>th</sup>.
- C. Each Member shall pay to the Authority each fiscal year the annual contribution calculated by the Board of Directors pursuant to subparagraph D of this Article V. Payments shall be made in advance, based on an estimated annual contribution calculated by the Board of Directors. Payments will be collected monthly, at rates to be determined by the Board of Directors. Each Member of the Authority hereby agrees to authorize the County Superintendent of Schools to transfer from its general fund, any required contributions as specified in the Joint Powers Agreement or these Bylaws.

Penalties for late payment of the annual contributions are as follows:

1. After due date – 5%
  2. 30 days late – penalty equal to 10% of the annual contribution due
  3. 60 days late – penalty equal to 15% of the annual contribution due
  - 90 days late – penalty equal to 20% of the annual contribution due
  - 120 days late – forfeiture of Membership
- D. The annual contribution for each Member shall be determined by the Board of Directors utilizing “experience modification factors” calculated annually for each Member. The “experience modification factors” are further described in the Authority’s Resolution No. 14-01.
- E. The annual contribution for each Member will be adjusted to reflect the difference between estimated and actual payroll as reported in the annual financial report to the Department of Education. The adjustment will be determined in the subsequent year and be billed in the second installment of that year.
- F. Should the total workers’ compensation benefit obligations against all of the Members of the Authority exceed in any year the total annual contributions paid by all of the Members of the Authority for that year, the Members may be assessed by the Board of Directors an additional amount based upon the percentage of each Member’s annual contributions compared to the annual contributions paid by all Members for that year.

## **ARTICLE VI**

### **ACCOUNTS AND RECORDS**

- A. The Treasurer is designated the depository and auditor for the Authority in compliance with California Government Code Sections 6505.5 and 6505.6, and shall be bonded as required by Government Code Section 6505.1.
- B. The Authority is strictly accountable for all funds received and dispersed by it and, to that end, shall establish and maintain such funds and accounts as may be required by generally accepted



accounting principles, or by any provision of law or any resolution of the Authority. Books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Authority as soon as practical after the close of each fiscal year shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member of the Authority.

- C. The Board of Directors shall make, or contract with, a certified public accountant to make an annual audit of the accounts, records, and financial affairs of the Authority. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code, and shall conform to generally accepted auditing standards and accounting principles. The audit shall be filed as a public record with each of the Members of the Authority, the auditor of the County where the Authority's principal office is located, and the State Controller within twelve months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making the audit(s) provided for herein, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority for that purpose.

## **ARTICLE VII**

### **RISK MANAGEMENT**

The Board of Directors of the Authority may develop guidelines for risk management practices. Each of the Members hereby agrees to the implementation within its agency of said risk management guidelines as developed by the Board of Directors.

## **ARTICLE VIII**

### **WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP**

- A. Any Member, after having completed three (3) consecutive fiscal years as a Member, may withdraw from the Authority and as a party to the Joint Powers Agreement at the end of said third fiscal year, or at the end of any ensuing fiscal year following completion of said third fiscal year, by delivering, prior to January 1 of the fiscal year in which the withdrawal is to occur, to the Board of Directors a resolution from the Member's governing board stating its intent to withdraw. A Member so indicating its intent to withdraw cannot rescind the notice of withdrawal without seeking and obtaining approval of the Board of Directors, which approval may be granted or denied in the sole and absolute discretion by the Board of Directors.
- B. Any Member which terminates its Membership shall be considered for readmission, but will be treated as a new Member and will be required to "buy-in" to the Authority's workers' compensation program in the same manner as new Members, unless such "buy-in" is waived by the Board of Directors.
- C. A Member which withdraws from the Authority shall have no residual rights in any funds or other assets of the Authority, whether or not resulting from the Member's participation in the Authority.
- D. A Member which withdraws from the Authority shall continue to be responsible for the amount of any costs, liabilities, assessments or contingencies due to losses against the Member or the Authority for the program year(s) in which it was a Member.



**ARTICLE IX**  
**INVOLUNTARY TERMINATION**

- A. A Member may be involuntarily terminated from the Authority at any time upon recommendation of the Board of Directors and a two-thirds (2/3) vote of the authorized members of the Board of Directors. Involuntary termination from the Authority shall have the effect of eliminating the Member as a signatory of the Agreement and as a Member, effective at the end of the fiscal year in which the action is taken or at such other date as the Board of Directors may specify in its sole and absolute discretion. Should a Member be involuntarily terminated from the Authority, the provisions of Article VIII of these Bylaws will apply as though the Member were voluntarily withdrawing as a Member of the Authority. The Member shall continue to be responsible for the amount of any costs, liabilities, assessments or contingencies resulting from the Member's participation in the Authority as set forth in Article VIII of these Bylaws.
- B. Grounds for involuntary termination include, but are not limited to, the following:
1. Failure or refusal of a Member to abide by the Bylaws, any amendment to the Bylaws, or NVSIG's policies.
  2. Failure or refusal to pay contributions or assessments to the Authority.
  3. Persistent failure or refusal to follow risk management practices.
  4. Failure to comply with safety programs adopted by the Authority.
  5. The making of any untrue statement of a material fact by a Member to the Authority, or the failure of a Member to disclose a material fact to the Authority, resulting in fraud, misrepresentation or concealment for the purposes of obtaining or continuing loss protection from the Authority.
- C. A Member which is involuntarily terminated from the Authority shall have no residual rights in any funds or other assets of the Authority, whether or not resulting from the Member's participation in the Authority.

**ARTICLE X**  
**DISSOLUTION AND DISPOSITION OF PROPERTY AND FUNDS**

In the event of the dissolution of the Authority, the complete rescission, or other final termination of the Joint Powers Agreement by all Members, any surplus money on hand shall be returned to the Members in proportion to the contributions they made in accordance with Government Code Section 6512. Any such distribution will be made to Members at the time of dissolution. Any property acquired by the Authority shall be disposed of in a manner determined by the Board of Directors.

**ARTICLE XI**  
**INVESTMENT OF FUNDS**

- A. The Board of Directors shall have the power to invest or cause to be invested any money in the treasury pursuant to Section 6509.5 of the California Government Code that is not necessary for the immediate operation of the Authority in such securities as allowed by Section 53601 of the California Government Code.

- B. The level of cash to be retained for the actual operation of the Authority shall be determined by the Board of Directors.
- C. The Treasurer shall report to the Board as required by Government Code Section 53646.
- D. The Board shall adopt and review annually an investment policy.

## **ARTICLE XII** **AMENDMENT**

- A. An amendment to these Bylaws may be proposed by any Member of this Authority. The proposed amendment shall be referred to the Board of Directors for its consideration. A copy of the proposed amendment, with the Member's recommendations, shall be forwarded to the Board of Directors for its consideration within a reasonable time. The Board of Directors shall then notify each Member of the proposed amendment and of Board of Directors' recommendation thereon.
- B. All amendments to these Bylaws must be approved by a two-thirds (2/3) vote of the members of the Board of Directors before the amendment shall become effective. Such amendments shall be binding upon all Members of the Authority. The effective date of any amendment will be on the last day of the month following the month of adoption, unless otherwise stated in the amendment.

## **ARTICLE XIII** **SEVERABILITY**

Should any portion, term, condition, or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal, or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

## **ARTICLE XIV** **EFFECTIVE DATE**

These Bylaws became effective on March 30, 2011. Subsequently, they were amended on the following dates:

Revised 5/24/2016  
Revised 3/16/2017

CORPORATE HEADQUARTERS

9650 Tanqueray Court  
Redding, CA 96003  
PH: (530) 223-2979  
FAX: (530) 224-9260  
Web Site: [www.Gaynortelesys.com](http://www.Gaynortelesys.com)

March, 23 2017

## **Corning Unified High School District IP Camera System**

### ***Scope and Description of Work to be performed***

Your new IP Surveillance system can be expanded to cover more campus area. The cameras are higher resolution to give a better enhanced image. The cameras will be mounted out of reach, when possible, of the students. This solution provides a secured network for the Network Video Recorder (NVR) and IP cameras to operate from, also provides more storage time. DS control point software will allow multiple staff, from their workstations to view cameras as well as search and play back of stored video.

#### **1 EA Pelco Server:**

2U Rack Server, 4th Generation Intel® Xeon E3-1275v3 Processor 16 GB DDR ECC Memory, Raid configuration, 16 TB of storage, 2 Gigabit Ethernet RJ-45 (1000Base-T), Windows 7 Ultimate 64-bit SP1 and Package includes 8 IP licenses for Pelco IP Cameras. DSSRV2 models incorporate an SSD system drive. With increased read-write speeds and no moving parts, the SSD system drive increases the reliability, uptime, and responsiveness of the system.



#### **Open Architecture – Support any Camera that is ONVIF compliance**

The DS NVR database is limited to 128 cameras. The actual number of cameras the server supports depends on camera settings, client activity, network bandwidth, and the available throughput of the DSSRV2.

#### **Pelco DS Control Point Software:**

- Manages Video from IP Cameras and Encoders through Ethernet
- Support for Standard IP Video Devices
- Supports Pelco IP Cameras with Sarix HD Technology
- Megapixel Camera Recording
- Supports the Recording of H.264 Streams from IP Cameras
- View Unlimited Number of NVR servers
- Digital Sentry Video Monitoring Software for Management of All Hardware Devices from a Single Client Interface
- Remote Administration, Monitoring, and Management of Video and Audio Data
- Network Health and Event Monitoring Support
- Archive Utility
- Logical Camera Grouping
- Quick Review of up to 1 Hour of Video with Only 2 Mouse Clicks

- Detailed Reporting of System Settings and Configuration Changes
- 1-Week Graphical Display of Recorded Video
- Recording Rate Configurable per Individual Camera
- Support for DS Data Point Integration
- Video Export Wizard
- Video Authentication
- Tear Offs Allow for Extended Camera Viewing Across Multiple Monitors
- Instant Recording and Quick Review of Recorded Video
- Digital Zoom
- Compatible with Workstations Running Microsoft® Windows® Server® 2003, Windows Server 2008, Windows XP, Windows Vista®, Windows 7, or Windows 8
- Organizes Cameras into Logical Groups and System Groups
- Supports the Display of iVEX; MJPEG; MPEG-4; and H.264 Baseline, Main, and High Profiles Encoded Streams from IP Cameras

### **17 Each Sarix Enhance® IME Series Mini Domes with SureVision**

**Sarix 3 Mega Pixel Day / Night Vari-focal lens 9 - 22 mm** cameras with Pendant mount and Wall mount kit. Sarix technology is a 3 megapixel network outdoor fixed dome camera designed with industry-leading image quality and high performance processing power. Its rugged metal design is both vandal- and tamper-resistant



**Locations: See Customers List / Map**

### **4 Each Sarix Pro Series Mini Domes with SureVision**

**Sarix 2 Mega Pixel Day / Night Vari-focal lens 3 – 10.5 mm** cameras with Pendant mount and Wall mount kit. Sarix technology is a 1 megapixel network indoor fixed dome camera designed with industry-leading image quality and high performance processing power. Its rugged metal design is both vandal- and tamper-resistant

**Locations: See Customers List**



## **9 Each Sarix Enhance® IME Series Mini Domes with SureVision**

**Sarix 2 Mega Pixel Day / Night Vari-focal lens 9 -22 mm** cameras with Pendant mount and Wall mount kit. Sarix technology is a 2 megapixel network outdoor fixed dome camera designed with industry-leading image quality and high performance processing power. Its rugged metal design is both vandal- and tamper-resistant



**Locations: See Customer List**

## **2 each Spectra HD Series IP Dome PTZ Camera. 30X Optical Zoom.**

**Locations: See Customer List**

## **31 each Pelco IP Licenses.**

### **Statement of Work:**

#### **Customer responsibility:**

- Provide power to IDF and MDF rooms.
- Provide KVM switch port and cables for monitor, key board and mouse connections on NVR server.
- Provide man-lift if one is needed. (CUESD has one)
- Providing recommend lighting for school campus.
- Provide proper cooling and UPS for DS Server. (MDF)
- Provide any Conduit and installation of conduit. (North Gym and H4)
- Install and Configure network switches that support VLAN.
- Providing IP addresses for NVR and IP cameras
- Work Stations Compliant to Support Control Point Software

#### **Gaynor responsibility:**

- Installation of new CAT 6 cable and hardware for each IP camera.
- Installation of mounts and cameras.
- 1' and 3' CAT 6 Patch cords per camera.
- Configuration of the existing NVR, for new Cameras.
- Work with onsite staff for point and focusing cameras.
- Configure all cameras for 5 to 10 Frames per second.
- All Cameras will be configured for H.246
- Admin Training for Staff
- Install of Control Point Software on 3 Customer Provided Work Stations

## **PRICE and WARRANTY**

One Year Labor Warranty

Up to 10-Day after Installation, Gaynor will return to finalizing camera adjustment with customer. Not to exceed 8 Hours.

Three Year Pelco Parts Warranty (terms and conditions subject to Pelco's RMA Policy)

Pelco Camera Parts (School Discounted Pricing)	\$50,439.00
Cabling Parts	\$ 4,116.00
California Sales Tax (7.25%)	\$ 3,955.24
Camera Install, Programming, Training, Warranty	\$13,305.00
Cabling Installation	\$ 9,890.00

**Cabling, Pelco Parts, Misc. Parts and Hardware**

**Installation (Prevailing Wage – M-F 8-4)**

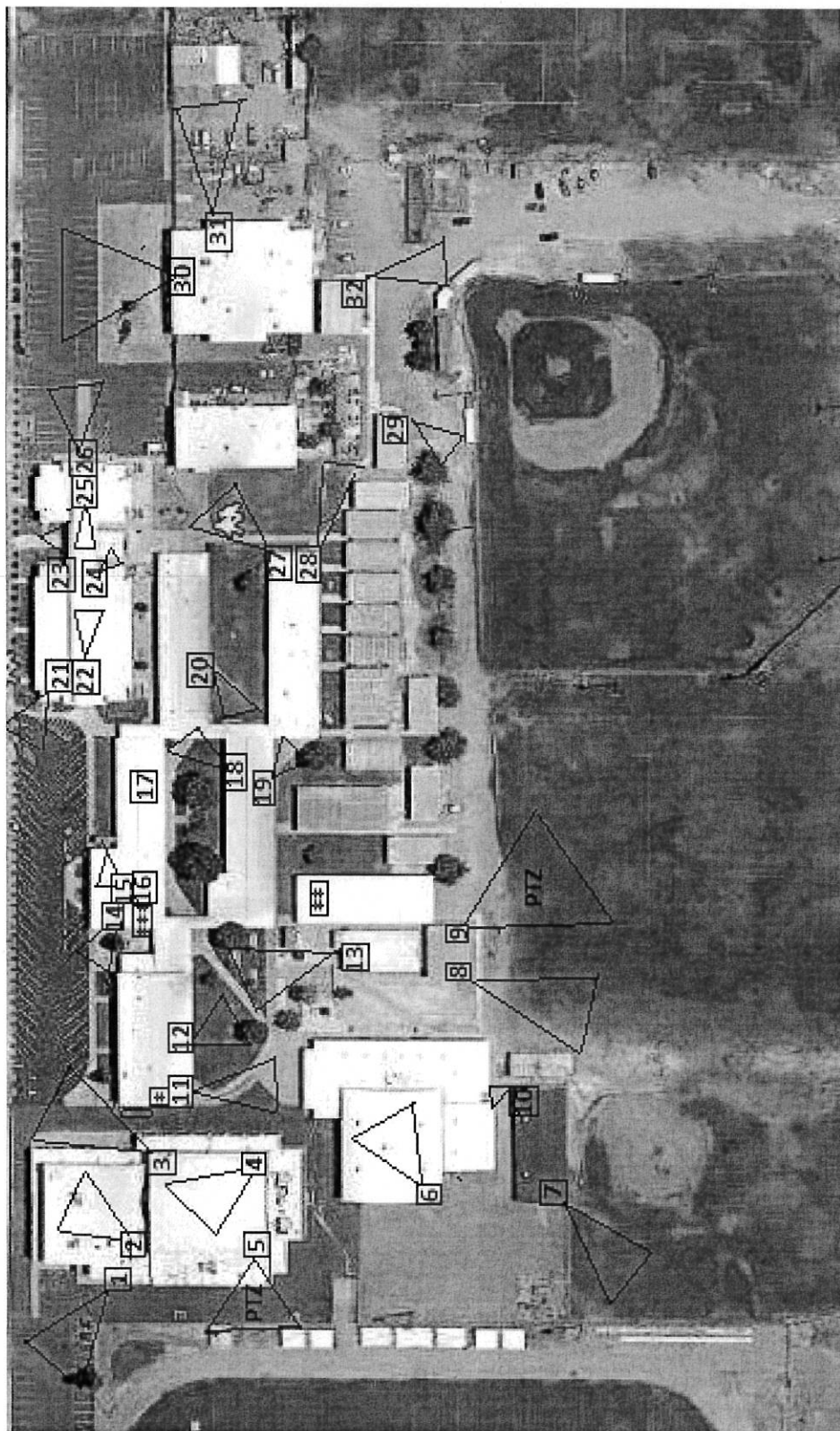
**Training and Warranty and Sales Tax** **\$81,705.24**

**This quote is good until May 26<sup>th</sup> 2017.**

**If you have any questions, please contact Richard Brush 530-224-9240**

Number	Name	Mount Point	View
1	NE Lot	Cafeteria West Side	Front Northeast Parking Lot
2	Cafeteria	Cafeteria SW Corner	Inside Cafeteria
3	Cafeteria NE	North Gym East Side	Between Cafeteria and B-1
4	North Gym	North Gym SE Corner	Inside North Gym
5	North Gym SW	North Gym SW Corner	Stadium Area
6	South Gym	South Gym SW Corner	Inside South Gym
7	Mat Shack SW	Mat Shack SW Corner	SW campus entrance
8	H5 SW	H5 SW Corner	SW of H5
9	H5 SE PTZ	H5 SE Corner	SE of H5
10	Weight Room	Mat Shack NE Corner	Weight Room Entrance
11	B1 South	B1 SW Corner	South Gym from B1
12	Library SE	Library SE Corner	Quad
13	H1 North	H1 NE Corner	Quad
14	Faculty Room North	Faculty Room West Side	Entrance by Faculty Room
15	Front Office	Front Office SW Corner	Front Office
16	Attendance	Attendance	Attendance
17	Registrar Office	Registrar Office	Registrar Office
18	E Wing Boys BR	D5	E Wing Boys BR
19	D5 South East	D5 SW Corner	Walkway between D and F
20	E1 South West	E1 South Side	Walkway between D and F
21	C Wing North West	C1 SW Corner	Parking west of C Wing
22	C Wing Tunnel East	C Wing Tunnel West	C Wing Tunnel looking east
23	C Wing North	C7 SW Corner	C Wing North Entrance
24	C Wing Boys BR	C6 NW Corner	C Wing Boys BR
25	C Wing Tunnel West	C Wing Tunnel East	C Wing Tunnel Looking West
26	C Wing East	C Wing East End	Lot east of C Wing
27	F4 North East	F4 NE Corner	F4 North East
28	F4 South East	F4 SE Corner	F4 South East
29	Back Lawn	J9	Back Lawn
30	G3 North	G3	G3 North
31	Auto Shop East	Auto Shop	Maintenance Yard
32	G8 South	G8	Entrance by baseball field
*	STARs Wall	B1	Mural on B1
**	Tech Office	H6	Tech Office
***	In House	In House NE Corner	In House







Home / Finance & Grants / Accounting / Correspondence

**California Department of Education  
Official Letter**

December 14, 2016

Dear County and District Superintendents, County and District Chief Business Officials, and Charter School Administrators:

**ANNUAL ADJUSTMENT TO BID THRESHOLD FOR CONTRACTS  
AWARDED BY SCHOOL DISTRICTS**

*Public Contract Code (PCC)* Section 20111(a) requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
2. Services that are not construction services.
3. Repairs, including maintenance as defined in *PCC* Section 20115, that are not public projects as defined in *PCC* Section 22002(c).

The State Superintendent of Public Instruction (SSPI) is required to annually adjust the \$50,000 amount specified in *PCC* Section 20111(a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars (\$100).

Pursuant to the above calculation, and effective January 1, 2017, the SSPI has determined that the inflation adjusted bid threshold will increase by \$500, from \$87,800 to \$88,300. Shown below are the inflation adjusted bid thresholds for the current and two prior years.

Calendar Year	Bid Threshold	Percentage Change in Implicit Price Deflator
2015	\$86,000	2.26%
2016	\$87,800	2.12%
<b>2017</b>	<b>\$88,300</b>	<b>.626%</b>

Also note that public projects as defined in *PCC* Section 22002(c), such as construction or reconstruction of publicly owned facilities, have a lower bid threshold of \$15,000 that is not adjusted for inflation. For more information on bidding requirements for all projects, refer to *PCC* sections 20110 to 20118.4.

This letter is posted on the Office of Financial Accountability and Information Services Correspondence Web page at <http://www.cde.ca.gov/fg/ac/co/>.

If you have questions regarding this subject, please contact the Office of Financial Accountability and Information Services by phone at 916-322-1770 or by e-mail at [sacsinfo@cde.ca.gov](mailto:sacsinfo@cde.ca.gov).

Sincerely,

Peter Foggiato, Director  
School Fiscal Services Division

Last Reviewed: Wednesday, December 28, 2016

---



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Zuckerman-Heritage, Inc. dba Delta Bluegrass Company as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto Corning Union High School District as obligee, hereinafter called the Obligee, in the sum of Ten Percent of Total Amount Bid Percent (10%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for Field Renovation and Sodding at Corning High School.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

This bid bond is conditional upon the City of Montrose accepting SureTec's warranty limitation rider where the P&P bonds would cover no more than twenty five months of the warranty period after the date on which contractor either substantially completed its work or breached the contract whichever is the first to occur.

SIGNED, sealed and dated this 11th day of May, 2017.

Zuckerman-Heritage, Inc. dba Delta Bluegrass Company  
(Principal)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SureTec Insurance Company

BY: David Melman

David Melman, Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Ron H. Ballard, Gloria S. Becerra, Dave B. Roalkvam, David Melman, Albert Espino, Arianne Adair

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/17 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

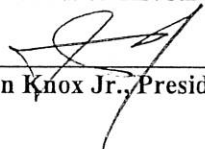
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

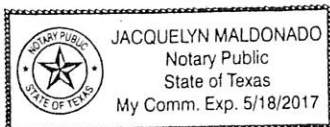
SURETEC INSURANCE COMPANY


By:   
John Knox Jr., President

State of Texas      SS:  
County of Harris



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.





Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11<sup>th</sup> day of May, 2017, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On May 11, 2017 before me, Chia T. Moua, Notary Public

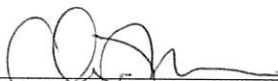
personally appeared David Melman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL  
☐ CORPORATE OFFICER

☐ PARTNER(S)  
☐ MEMBER of LLC  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

### DESCRIPTION OF ATTACHED DOCUMENT

Zuckerman-Heritage, Inc. dba Delta Bluegrass Company - Bid Bond Corning UHSD  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above



NOTICE IS HEREBY GIVEN THAT THE BOARD OF TRUSTEES OF THE CORNING UNION HIGH SCHOOL DISTRICT, of the County of TEHEAMA, State of California, will receive up to and no later than May 15 at 11:30 A.M. sealed bids for the award and contract for the furnishing of all labor, materials, transportation and services required for the construction of the Field Renovation and Sodding at Corning High School and such bids shall be received at the office of Corning Union High School District 643 Blackburn Ave, Corning, CA 96021 and shall be opened and publicly read aloud at the above stated time and place.

Each Bid must conform and be responsive to this invitation and the Contract Documents. Physical copies are on file and open to public inspection at the Corning Union High School District Office.

Each Bid shall be accompanied by a certified or cashier's check or bid bond made in favor of the Board of Trustees, Corning Union High School District, executed by the bidder as principal and an admitted surety company as surety. All bonds for this project must be issued by an Admitted Surety, an insurance organization authorized by the Insurance Commissioner to transact business of Insurance in the State of California during this business year, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond as specified therein within five (5) days after notification of the award of the contract to bidder.

It shall be mandatory upon the Contractor to whom a contract is awarded, and upon all subcontractors under him, to pay not less than the general prevailing rates of per diem wages to all workmen in the execution of the contract. Pursuant to the provisions of the California State Labor Code, and Local Laws thereto applicable, the said Board of Trustees has ascertained the prevailing rate of wages in the locality where this work is to be performed, for each craft and/or type of workman or mechanic needed to perform the work of this contract. General Prevailing Wage Rates shall be those rates pertaining to Butte County as published by the Department of Industrial Relations (DIR) pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

Copies of the Prevailing Wage Schedules may be obtained from the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, or [www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd).

Each contractor and subcontractor must be registered with DIR prior to submitting a bid.

The bidder awarded this contract may elect to receive 100% of payments due under the contract from time to time without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code.

The Corning Union High School District reserves the right to reject any or all bids or waive any defect or irregularity in bidding.

CONTRACT FORM

This agreement made on the , of May, 2017, at 11:30

in Tehama County, California, by and between: Zuckerman-Heritage, Inc dba Delta Bluegrass Company  
Contractor and Corning Union High School District, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter  
named agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools,  
implements, and appliances required, and to perform all the Work in a good and  
worker-like manner, free from any and all liens and claims of mechanics, material  
suppliers, subcontractors, artisans, machinists, teamsters, drayers, and laborers required  
for:

Sod Replacement and Regrading of Field at Corning High School

for

Corning Union High School District

BID Number 2017-1 Field Improvement

all in strict compliance with the plans, drawings and specifications therefore prepared by  
Corning Union High School District, and other Contract Documents relating thereto.

ARTICLE II. The contractor and the Owner agree that the Advertisement (Notice to  
Contractors), the Wage Scale, the General Conditions of the Contract, the Supplemental  
General Conditions of the Contract, Instructions to Bidders, the Specifications, the  
Drawings and the Addenda and Bulletins thereto, together with this Agreement, form the  
Contract, and they are as fully a part of the Contract as if thereto attached or therein  
repeated. The specifications and drawings are intended to cooperate, so that any work  
exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be  
executed the same as if both mentioned in the specifications and set forth in the drawings,  
to the true intent and meaning of the said drawings and specifications when taken together.



But no part of said specifications that is in conflict with any portion of this Contract, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Contract, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or drawings shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

ARTICLE III. The Owner agrees to pay to the Contractor in current funds for the performance

of the Contract: Eighty One Thousand Seven Hundred and Fifty dollars  
(\$ 81,750.00 ) Dollars

and to make payments or account thereof as provided for in the Contract Documents.

ARTICLE IV. In the event of a dispute between the Owner and the Contractor as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the Architect shall for the time being prevail and the Contractor without delaying the job, shall proceed as directed by the Architect without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the Contract as a result of complying with the Architect's directions as aforesaid.

ARTICLE V. Pursuant to the provisions of Sections 1773 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part thereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality of which the Work is to be performed, for each craft, classification or type of

workman needed to execute this contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. The director of the Department of Industrial Relations has further determined that the rate of prevailing wage for any craft, classification or type of worker to be employed on the Project is the rate established by the applicable collective bargaining agreement on file at the Director of the Department of Industrial Relations principal office at San Francisco, phone, (415) 972-8846, which rate so provided is hereby adopted by reference and shall be effective for the life of this agreement or until the Director of Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workmen employed in the execution of this agreement. There shall be paid to each worker needed to execute the work to be performed hereunto such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provision of Labor Code Section 1773.8.

The Contractor as a penalty to the Owner shall forfeit Twenty-five Dollars (\$25.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed.

The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by him in connection with the extension of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VI. It is further understood and agreed that in accordance with the provision of

Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or subcontractor doing or contracting to do any part of the work contemplated by this agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, however, work may be performed by such employee in excess of said eight hour per day and forty hours per week provided that compensation for all hours worked in excess of eight hours per day and forty hours per week, is paid at a rate not less than one and one-half times the basic rate of pay. Every Contractor and subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week, except as herein provided.

ARTICLE VII. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Section 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color.

Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public

works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

ARTICLE VIII. The Contractor will indemnify the Owner against and hold it harmless of all and any liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by the Contractor of his Contract and reimburse the Owner for all cost, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Contract. This indemnity shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that he has secured the payment of Workers Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers Compensation Insurance is in effect and providing that the Owner will receive 30 days notice of cancellation.

Zuckerman-Heritage, Inc. dba Delta Bluegrass Company Corning Union High School District

Contractor

By

[Signature]

Signature

Sports Turf Manager

Title

680396913

Federal ID #

Approved for appropriate bonds and insurance coverage:

Owner

By

[Signature]

Signature

Superintendent

Title

FORM OF PROPOSAL

, California

, 2017

Board of Trustees

CORNING UNION HIGH SCHOOL DISTRICT

643 Blackburn AVE., Corning, CA 96021

Members of the Board:

The undersigned doing business under the firm name of Zuckerman-Heritage, Inc dba  
Delta Bluegrass Company

understands that the District may select from any line item(s) or combination of line items listed on the Base Bid. Furthermore, the undersigned, having carefully examined the Contract Documents, titled,

Sod Replacement and Regrading of Field at Corning High School

For

CORNING UNION HIGH SCHOOL DISTRICT

proposes to furnish all materials and labor called for by them for the entire work, including all taxes for the following amounts:

Base Bid: The undersigned proposes to perform all work as defined in the Plans and

Specifications to construct the project and all appurtenant work thereto for the sum of:

Eighty One Thousand Seven Hundred And Fifty Dollars  
(\$ 81,750.00).

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of agreement present in these contract documents and give Performance and Contractor's Bonds and insurance certificates,

endorsements, and/or policies in accordance with the Contract Documents.

The Undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered: P.O. Box 307 Stockton, CA 95201

Our Public Liability and Property Damage Insurance is placed with:

Dorham Ins 3415 Brookside Rd  
Suite 100 Stockton, CA

Our Worker's Compensation Insurance is placed with:

Self Insured Solutions - 430 N. Vineyard Ave  
Ontario, CA

Circular letters, addenda, etc., bound with specifications or issued during the time of bidding are included in the proposal, and, in completing the contract, they are to become part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn by the bidder at any time prior to the scheduled time for the opening of bids. The representations made herein are made under penalty of perjury.

Dated, May 15 2017

License No. C-27 75273A

Expiration Date of License 8/31/2018

BY: (please print) Steve J Abella

Signed [Signature]

Business Address P.O. Box 307 Stockton, CA 95201

Telephone 866 825-4200

Fax 209 469-7964

Federal I.D# or Social Security #: 680396913

Note: If Bidder is a corporation, write state of incorporation under signature, attach notarized proof of authority to bind corporation and list corporation officers; and, if a partnership, give full names of all partners. Use space below to record this information.

purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Construction Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Construction Documents; and (vi) Completed Operations.

**Coverage Amounts.** The insurance required of the Contractor hereunder shall be written for not less than any limits of liability \$1,000,000 per occurrence and million dollars (\$2,000,000 general aggregate or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance

Project Schedule:

Award of Contract May 18, 2017

Start of Construction June 3, 2017

Sod Installed and Completed July 3, 2017

## Corning High School Football Field

### Renovation and Equipment Specifications :

#### C-27 License Required

Turf Removal using Koro Combinator to cut and grind up grass and vegetation on surface of playing field. Cut material can then be disposed next to the field or hauled to an off-site location

Surface preparation using RotaDairon soil preparation unit which will break up surface compaction to a depth of 5 to 6 inches, blend soil amendments into soil if required and bury materials such as small stones, roots and clumps of vegetation so that the surface is clean for grading.

Finish Laser Grading using an Automatic Machine controlled Laser guided grading unit with grade tolerances of +/- 1/8 inch with low ground pressure to eliminate damage to existing irrigation. Per Attached Plan

Big Roll Sod Installation using Delta Bluegrass Celebration Hybrid Bermuda. Rolls to be harvested 3/4 inch thick for greater stability

District shall flag all irrigation heads and valves. Contractor to protect and maintain existing irrigation system including but not limited to irrigation piping, control valves and sprinkler heads.

**1.1 Workers' Compensation Insurance; Employer's Liability Insurance.** The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

**1.2 Commercial General Liability and Property Insurance.** The Contractor shall



## **2017/18 Sunshine Items**

### **Certificated Items**

#### **CITA**

Professional Growth Units-Article XI  
Utility Period Coverage-Article XIII  
AST Usage-Article XIII  
Employee Personnel Files-Article V

#### **District**

Stipends Special Assignments-Appendix A-3  
Professional Growth-Article XI

### **Classified Items**

#### **CTA/ESP**

Release time for representatives-Article V  
Compensation-Article VIII  
Longevity steps on Salary Schedule  
Impact of minimum wage increase  
Clarify continuing discussion/language transportation-Article XXI  
Set Holidays per Article IX  
Job Descriptions  
Stipends

#### **District**

Transportation-Article XXI  
Job classifications/descriptions

RESOLUTION FISCAL YEAR # 390

YEAR END CLOSING RESOLUTION  
EDUCATION CODE 42601

WHEREAS, the Corning Union High School District Board of Trustees wishes to allow the County Superintendent of Schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, if needed, to balance the district before year-end closing.

And, WHEREAS, the Corning Union High School District wishes to allow the County Superintendent of Schools to balance any expenditure classifications of the budget of the district for the 2016-17 school year as necessary to permit the payment of obligations of the district incurred during that school year.

BE IT HEREBY RESOLVED, that the Corning Union High School District gives consent to the County Superintendent of Schools to make the necessary transfers and notify the district.

PASSED AND ADOPTED by said Governing Board on the 18th day of May, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

Date: 5/18/17


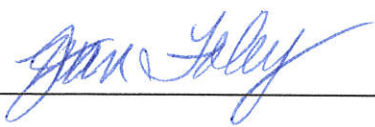
  
Clerk, Board of Trustees

CERTIFICATION:

I John Burch, certify that the foregoing is a correct copy of a resolution passed and adopted by the Corning Union High School District on May 18, 2017.

\_\_\_\_\_  
Superintendent/Administrator

Board Meeting 5/18/17

1. 
2. Brandon Langford
3. 
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

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

