

Board of Trustees

Ron Zufall
Constance Pepple
Andrea Hoheisel
Mike Doran
Joe Ayer

Student Board Member

Riley Combs

Superintendent

Jim Cloney

**Shasta Union High School District
Board of Trustees Regular Meeting**

Board Room
Shasta Union High School District
2200 Eureka Way Suite B, Redding, CA 96001
April 9, 2024
5:30 p.m. – Call to Order
5:30 p.m. – Closed Session
6:30 p.m. – Open Session

Mission:

To inspire and prepare every student to succeed in high school and beyond.

Our Board and staff are committed to excellent education through academics, Career Technical Education, the arts, athletics and activities. Our students gain the confidence and skills to adapt in their ever-changing world. Together with our families, we develop responsible members of the community.

Vision:

Educating Every Student for Success

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact Board Secretary Jim Cloney at (530) 241-3261 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 2200 Eureka Way Suite B, Redding, CA during normal business hours.

Agenda

1. CALL PUBLIC SESSION TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT – CLOSED SESSION

The public may comment on any closed session item that will be heard. The Board may limit comments to no more than three minutes pursuant to Board policy.

4. CLOSED SESSION
 - 4.1 Public Employee Discipline/Dismissal/Release/Complaint (G.C. 54957)
 - 4.2 Conference with Labor Negotiator (G.C. 54957.6) Agency designated representatives: Jim Cloney – Superintendent, David Flores – Chief Business Official, Jason Rubin – Associate Superintendent/H.R. and Leo Perez - Associate Superintendent/Instructional Services. Employee Organizations: Shasta Secondary Education Association (SSEA), Educational Support Professionals Association (ESP), California School Employees Association (CSEA) and Management/Supervisory/Confidential.
 - 4.3 Public Employee Performance Evaluation (G.C. 54957). Title: Superintendent

5. RECONVENE IN OPEN SESSION – OPENING BUSINESS

- 5.1 Pledge of Allegiance
- 5.2 Mission and Vision Statements

6. RECOGNITION OF STAFF AND/OR STUDENTS

7. PUBLIC COMMENT

The public may comment on any specific agenda item or any item of interest to the public that is within the Board’s jurisdiction. The Board may limit comments to no more than three minutes pursuant to Board policy. The maximum time allowed for each agenda item shall be 20 minutes. The Board President may further limit the speaking time allowed in order to facilitate the progress of the meeting.

8. PRESENTATIONS

- 8.1 Bond Feasibility Survey - Isom Advisors Chief Executive Officer Jon Isom
- 8.2 Nutrition Services Annual Report – Director Fred Schafer
- 8.3 Artificial Intelligence Tools in the Classroom – Instructional Coaches Tanya Randolph and Kari Goldenson

9. APPROVAL OF AGENDA

10. APPROVAL OF CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless a member of the Board, staff, or public requests specific items be discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

10.1 Administration

- A. Approve minutes for the March 12, 2024 regular Board meeting
- B. Approve the Operational Agreement and Memorandum of Understanding with University Preparatory School through June 30, 2026

10.2 Business Services

- A. Ratify Commercial Warrants and Payroll Distributions for March 2024
- B. Approve requests to declare property as surplus (FHS Food Service - Beverage Air Refrigerator. SCA/Cal Safe - GE Performance Refrigerator)
- C. Approve triennial assessment of the Local School Wellness Policy

10.3 Instructional Services

- A. Approve a field trip request

10.4 Human Resources

- A. Approve Human Resources Action Report
- B. Accept the Quarterly Report on the Williams Uniform Complaints for January 1–March 31, 2024
- C. Approve notification of non-reelection to probationary, temporary certificated staff, and long-term substitutes for the 2024-25 school year

11. REPORTS

11.1 Employee Associations

- A. Shasta Secondary Education Association – Layne McLean, President
- B. Educational Support Professionals Association – Rhonda Minch, President
- C. California School Employees Association – David Martin, President

11.2 Principals

- A. Alternative Education – Tim Calkins
- B. Enterprise High School – Ryan Johnson
- C. Shasta High School – Shane Kikut
- D. Foothill High School – Kevin Greene

11.3 Superintendent

11.4 Board Members

12. BUSINESS

12.1 Administration

- A. The Board will determine Trustee Assignments for participation at the 2023-24 graduation ceremonies (*Discussion*)

SCHOOL	DATE	TIME	LOCATION
Adult Ed	May 23	6:00 p.m.	Shasta College Theater
CTE Medical Pathways	May 29	6:00 p.m.	David Marr Theater (SCL)
Shasta Collegiate Academy	May 30	5:00 p.m.	David Marr Theater (SLC)
Fire Science Program	May 30	6:00 p.m.	Fire House (FHS)
Gateway to College	May 31	4:00 p.m.	Shasta College
University Preparatory School	May 31	8:00 p.m.	Gilmore Field (UPrep)
Shasta Charter Academy	June 1	4:00 p.m.	David Marr Theater (SLC)
Pioneer High School	June 4	6:00 p.m.	David Marr Theater (SLC)
Foothill High School	June 6	8:00 p.m.	Bill Johnson Memorial Stadium (FHS)
Enterprise High School	June 6	8:00 p.m.	Enterprise Community Stadium (EHS)
Shasta High School	June 7	8:00 p.m.	Thompson Field (SHS)

12.2 Budget, Finance, Facilities

- A. Monthly Financial Report (*Information*)
- B. Accept School Impact Fee (a.k.a. Developer Fees) Justification Study (*Action*)
- C. PUBLIC HEARING: The Board may hear comments from the public regarding a proposal for implementing an increase in School Impact Fees (*Discussion*)
- D. Adopt resolution increasing School Impact Fees, effective July 1, 2024 (*Action*)
- E. Approve Change Order Number 1 U-Prep Turf Field to be ratified for a net increase to the contract KYA Services, LLC, in the amount of \$16,500.00 (*Action*)
- F. Approve contract with Technicon for Inspections Services for the KYA Shade Structure projects (*Action*)

12.3 Instructional Services

- A. Review Local Control and Accountability Plan draft goals (*Discussion*)

12.4 Human Resources

- A. Approve Certificated job description for CTE Pharmacy Technician Teacher (*Action*)

13. ADVANCE PLANNING

13.1 Next Meeting Dates: Spring Study Session April 22, 2024 and Regular Board Meeting May 14, 2024

13.2 Suggested Future Agenda Items

14. ADJOURNMENT

14.1 The Board may adjourn to closed session to continue discussion on topics listed from the 5:30 p.m. session.

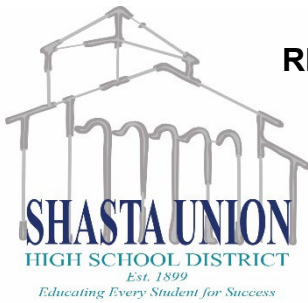
SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Minutes from March 12, 2024 Board Meeting

PREPARER: Jim Cloney, Superintendent

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
Staff has reviewed the minutes and recommends approval as presented.



**SHASTA UNION HIGH SCHOOL DISTRICT
REGULAR MEETING OF THE GOVERNING BOARD
Board Room
2200 Eureka Way
Redding, CA 96001**

**March 12, 2024
UNADOPTED MINUTES**

A regular meeting of the Governing Board of the Shasta Union High School District was called to order at 5:30 p.m. by Trustee Zufall in the Shasta Union High School District Board Room.

ROLL CALL: Trustees Ron Zufall, Constance Pepple, Mike Doran, and Joe Ayer were present. Also present: Superintendent Jim Cloney, Associate Superintendent of Instructional Services Leo Perez, Associate Superintendent of Human Resources Jason Rubin, and Chief Business Official David Flores.

There were no requests from the audience to speak to any items on the closed session agenda. The Board adjourned to closed session at 5:30 p.m. to discuss the following: 1) Public Employee Discipline/Dismissal/Release/Complaint (G.C. 54957); 2) Conference with Labor Negotiator (G.C. 54957.6) Agency designated representatives: Jim Cloney – Superintendent, David Flores – Chief Business Official, Jason Rubin – Associate Superintendent/H.R. and Leo Perez - Associate Superintendent/ Instructional Services. Employee Organizations: Shasta Secondary Education Association (SSEA), Educational Support Professionals Association (ESP), California School Employees Association (CSEA) and Management/Supervisory/Confidential; 3) Preliminary Public Employee Performance Evaluations (G.C. 54957). Titles: Chief Business Official, Associate Superintendent/Human Resources and Associate Superintendent/Instructional Services; and 4) Preliminary Public Employee Performance Evaluation (G.C. 54957). Title: Superintendent

Trustee Andrea Hoheisel arrived at 6:23p.m. The Board reconvened into open session at 6:32p.m. The Board had no action to report out from closed session. Student Board Member Riley Combs was present for the open session portion of the meeting. Trustee Zufall led the pledge of allegiance, and Trustee Combs recited the mission and vision statements. This month's student artwork display is from Enterprise High School.

- RES. 24-033 That the Board approve the agenda, as presented. (Motion Ayer, second Hoheisel, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-034 That the Board approve the consent agenda, as presented. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-035 That the Board approve the minutes for the February 13, 2024 regular Board meeting. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-036 That the Board ratify commercial warrants in the amount of \$2,461,799.75 and payroll distributions in the amount of \$4,027,929.43 for the period of 2/01/2024 – 2/29/2024. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-037 That the Board approve a field trip request, as follows: SHS Robotics students travel to Dallas, TX 4/24-28/24. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-038 That the Board approve the Human Resources Action Report, as follows: *Classified – (Hours-Increase):* Natalie Orr, At-Risk Para 6 hours/10 months (PHS), effective February 12, 2024 and Linda Perotti, At-Risk Para 6.5 hours/10 months (PHS), effective February 12, 2024. *(New Hires/Rehire):* Joseph Choi, Utility/Auditorium Tech 8 hours/12 months (SLC/Farm), effective February 7, 2024. *(Resigned/Retired):* Joseph Choi, Utility/Auditorium Tech 8 hours/12 months (SLC/Farm), effective February 13, 2024; Nancy Harless, School Support Secretary 8 hours/238 days (EHS), effective June 28, 2024; and Olivia Robertson, Paraprofessional-SDCI 6.5 hours/10 months (SHS), effective

February 16, 2024. *Certificated – (New Hire - Temporary Contract):* Taylor Dillon, Dental Careers 2/5 (SHS), effective February 2, 2024. *(Resignations):* Daniel Atwell, English 5/5 (FHS), effective June 10, 2024; Kathleen Saxton, Art 5/5 (FHS), effective June 10, 2024; and Tiffany Strickland, RSP 5/5 (EHS), effective June 10, 2024. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)

- RES. 24-039 That the Board approve the annual Certification of Athletic Coaches. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-040 That the Board approve the notification of non-reelection to probationary, temporary certificated staff, and long-term substitutes for the 2024-25 school year. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-041 That the Board approve the 2023-2024 Second Interim Budget Report. (Motion Pepple, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-042 That the Board approve the resolution authorizing the issuance and sale of General Obligation Bonds, Election of 2016, Series 2024, in a principal amount not to exceed \$7,900,000, and approving documents and official actions relating thereto. (Motion Hoheisel, second Ayer, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-043 That the Board approve the Transportation Services Plan. (Motion Pepple, second Hoheisel, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-044 That the Board approve the general waiver request to provide a Reduced-Day Extended School Year Program. (Motion Pepple, second Hoheisel, carried 5-0. Student Board Member Combs: Aye)
- RES. 24-045 That the meeting adjourn. (Motion Pepple, second Hoheisel, carried 5-0. Student Board Member Combs: Aye)

RECOGNITION OF STAFF AND/OR STUDENTS:

The Board of Trustees and Administration recognized Foothill High School (FHS) ASB Clerk Vanessa Bennett, Enterprise High School (EHS) teacher Kari Goldenson, Shasta High School (SHS) senior Brooke Howard, and Shasta Collegiate Academy (SCA) senior Allison Bay.

PUBLIC COMMENT:

Redding FFA students Chris Mark and Danica Rubio updated the Board on current farm activities, show animals, facility upgrades, veterinary technician curriculum, fundraisers, community service, and chapter meeting topics.

PRESENTATION:

Career Technical Education (CTE): Director of Student Programs Rebecca Berg provided the Board with an update on the CTE program. She stated that of the 4,265 students in the District, 2,340 students are in the CTE program. The program offers eleven of the fifteen industry sectors recognized by the state and students can intern at local businesses, obtain college credit, and receive certifications. Mrs. Berg reported that the CTE program will expand to include psychology and pharmacology next year. She provided a Board with a list of certifications students are able to obtain in CTE, the new quarterly newsletter and coasters made by the Pioneer Continuation High School (PHS) construction class. She encouraged the Board to visit the District farm.

Trustee Doran inquired what pathways Mrs. Berg would see as value added to the program. Mrs. Berg stated that she looks at community needs first and then assess what to offer in order to fulfill the need. In the long term, Mrs. Berg would like to add HVAC, automotive, and cosmetology pathways. Trustee Doran inquired what programs are computer based. Mrs. Berg explained how we have 3D printers at all sites and how computers are used frequently in robotics, manufacturing, and construction. Trustee Hoheisel inquired if the District would partner with a local cosmetology program. Mrs. Berg stated that it is expensive to partner and it would be in the District's best interest to start our own cosmetology program.

REPORTS FROM SHASTA UNION HIGH SCHOOL DISTRICT ORGANIZATIONS:

SSEA President Layne McLean stated that he took a tour of Shasta High School, Shasta Collegiate Academy and the District Office with multiple Northern California Teachers Association (CTA) Service Center members. He noted that the group also visited other local districts, and they had very positive feedback for our District. Mr. McLean stated that from his experience, other districts struggle when board members push their personal opinions rather than working as a team. He thanked the Board for their continued partnership with the association. Mr. McLean reported that the Service Center will discuss potential nominees for the We Honor Ours (WHO) awards this Thursday and that election season for the association is coming soon. He thanked Jason Rubin for partnering with CVT to have them host a Medicare Workshop. Mr. McClean stated that the first negotiations meeting is scheduled for March 25.

ESP President Rhonda Minch was not present.

CSEA President David Martin was not present.

REPORTS FROM PRINCIPALS:

Tim Calkins reported that Pioneer Continuation High School (PHS) has had a total of fifty graduates this year and will most likely have over one hundred by the end of the school year. He stated that SCA received new microscopes for the science lab and students recently attended a job fair at Simpson University.

Ryan Johnson provided the Board with a presentation from the WASC visiting committee. He thanked Trustees Zufall and Pepple for attending the opening WASC meeting. Mr. Johnson stated that the WASC visit was overall positive and will share the final results when they are available in a few months. He was pleased to announce that EHS was identified as a California Distinguished School by the state thanks to their efforts for bridging achievement gaps through different subgroups. Mr. Johnson commended the *Starship* performance and the art department. He reported that the Shasta County Office of Education (SCOE) will conduct a training on trauma informed practices and commended the boys' basketball team on being section champions.

Assistant Principal Jamie Fleming reported that the ski/snowboard team placed first in the northern section, the ski team placed sixth overall in state, the women's snowboard team placed third in state, and two wrestlers advanced to the state level. She commended the art and music department for participating in local competitions and stated that the VEX robotics club will compete in the Worlds Competition. Ms. Fleming reported that SHS recently held a blood drive and that the eighth-grade invasion is scheduled for March 28.

Kevin Greene commended LeeAnn Noble and Ashley Anderson for hosting a successful career fair and Paraprofessional Pablo Lana who has been selected as a Classified Employee of the Year. He acknowledged the twenty-three ag students who attended the state conference and ag student Addison Bond who is a state finalist for his taxidermy business. Mr. Greene recognized long-standing wrestling coach Jerry Vallotton who recently submitted his letter of resignation. He reported that spring sports have started and commended the boys' baseball team for taking first at the Pleasant Valley tournament.

REPORT FROM SUPERINTENDENT:

Jim Cloney thanked Jason Rubin for coordinating a Medicare Workshop with CVT and Trustee Zufall for providing his insight on dental insurance to the Shasta-Trinity Schools Insurance Group (STSIG). He reported that Administration reviewed the draft survey that will be disseminated to a sample of the community by Isom Advisors in order to gauge if an extension of a District bond is feasible for the November election. Mr. Cloney stated that he will report back on the survey results in April. He reported that District Administration created a timeline in order to develop and solicit feedback for the Local Control and Accountability Plan (LCAP). He invited the Board to attend a LCAP community partner meeting that will be held on May 1 in the Board Room. Mr. Cloney stated that he plans to discuss the LCAP's goals and metrics with the Board at the study session and asked the Board to email himself and Trustee Zufall should they have additional topics they would like to discuss. He reported that the counseling team continues to enroll students for next year, and the District is in the process of hiring two ASL teachers for next school year.

TRUSTEE COMMENTS AND LIAISON REPORTS:

Trustee Pepple reported that she attended the EHS WASC opening meeting with Trustee Zufall and emphasized her gratitude for EHS's improved test scores.

Trustee Doran reported that he has been attending the recent basketball games including the EHS boys' basketball section championship game. He commended the performance of Coach Ramirez's son and congratulated the team on the section championship title.

Trustee Ayer congratulated EHS on receiving the Distinguished School award and SHS on their successful blood drive. He reported that he had a great experience participating in the Principal for a Day program at Turtle Bay Elementary School. Trustee Ayer stated that as the Board liaison for Shasta Charter Academy, he toured their campus and learned that they had a glass blowing class. He reported that he sat on a panel as a school Board Member at a recent Leadership Redding meeting. Trustee Ayer stated that he also met with David Flores and Jim Cloney to review the FCMAT report.

Trustee Pepple asked Trustee Combs if the rain has had any impact on the study body. Trustee Combs stated that it has not affected her.

Trustee Zufall reported that he attended the EHS WASC opening meeting and commended the staff and parents for their enthusiasm during the meeting. He stated that he attended a JPA meeting with District Administration to discuss ways of improving dental care access for employees. Trustee Zufall reminded his fellow Trustees to attend the board meetings of local feeder school districts in order to promote our District and to be a resource should they have any questions.

Trustee Pepple left the meeting from 7:45p.m. to 7:48p.m.

DISCUSSION:

PUBLIC HEARING – Proposed Negotiations SSEA: At 7:45 p.m., Trustee Zufall declared the meeting open to Public Hearing to provide interested parties an opportunity to speak on the initial proposal for negotiation between the District and Shasta Secondary Education Association (SSEA) for 2024-2025.

Shaun Vega Sanchez stated that he would like the District to be inundated with applications for every job and encouraged the District to pay the teachers well. He noted that the window to apply for the lineman scholarship closes at the end of the month.

Trustee Zufall declared the public hearing was closed at 7:47 p.m.

PUBLIC HEARING – Proposed Negotiations ESP: At 7:48 p.m., Trustee Zufall declared the meeting open to Public Hearing to provide interested parties an opportunity to speak on the initial proposal for negotiation between the District and Educational Support Professionals Association (ESP) for 2024-2025. There were no comments, and the public hearing was declared closed.

CSBA Policies: Jim Cloney stated that Administration is seeking clarification on Board Policy and Administrative Regulation 6142.8: Comprehensive Health Education. The policy was reviewed last month, and the Board chose not to adopt it. Mr. Cloney explained that certain policies were updated in accordance with AB 1078. The policy states that in a health class, a parent cannot opt their child out of a discussion related to gender identity but can opt their child out of sexual education. Mr. Cloney stated that Board policy does not supersede the education code and that Administration will run the District based on education code. Mr. Cloney inquired if the Board would like to maintain current policy or remove it. General consensus of the Board was to maintain current policy.

Second Interim Budget Report: David Flores conducted a presentation on the Second Interim Budget and stated that he would certify this budget as positive. He reported that revenues in total increased by \$73,000 when compared to the First Interim Budget. Mr. Flores presented a multi-year projection broken down by restricted and unrestricted funds. The projected budget ending balance is \$21,075,783 for 2023-2024, \$16,567,174 for 2024-2025 and \$13,393,760 for 2025-2026. Mr. Flores reviewed the budget changes highlighting LCFF, federal, state, and local revenues. He explained the changes in expenditures

DISCUSSION:

Second Interim Budget Report (continued):

covering salary/benefits, supplies/services/other, capital outlay, and other outgo. Mr. Flores reported on the second interim assumptions including potential changes to COLA and the average daily attendance projections.

Trustee Doran inquired if the maintenance costs were due to the recent heavy rain and inquired what projects need to be done with potential bond funds. Mr. Flores stated that the costs are not from weather but for HVAC and boiler systems for the pools. He stated that maintenance does a great job preparing for poor weather. Mr. Flores stated that some of the larger projects include roofing, paving, and pool upgrades at EHS and SHS. A bond feasibility study will be conducted by Isom Advisors and the results will be shared with the Board in April. If a bond is not passed, the District will set dollars aside and address projects over time slowly. Trustee Doran inquired if there is any more information on the future budget. Mr. Flores stated that the May revise will provide additional information, and the District will present on the Estimated Actuals in June.

General Obligation Bond Resolution: David Flores reported that the District issued general obligation bond anticipation notes (BANs) that mature on August 1, 2024, and the District wishes to initiate proceedings for the issuance in order to repay the BANs. He recommended the Board approve the resolution as a first step in the process of selling the general obligation bonds.

Transportation Services Plan: Leo Perez stated that the Transportation Services Plan was initially approved last year, and Administration is recommending the Board approve the plan for the 2024-2025 school year that will increase revenue by \$700,000. Mr. Perez reported that the District surveyed staff, students, and parents on current transportation services. Feedback included more bus stops and bus services closer to school since the District currently only provides bussing outside of a three-mile radius. Mr. Perez stated that the District is researching alternative modes of transportation such as a District van and continues to explore options to improve staffing.

Trustee Hoheisel inquired if there have been issues with the electric buses. Mr. Flores stated that the electric buses are grant funded and the repairs are under warranty. He reported that the seven busses the District recently purchased are all diesel, and he is hopeful the technology will improve on the electric buses.

PUBLIC HEARING - Reduced-Day Extended School Year Program: At 8:22 p.m., Trustee Zufall declared the meeting open to Public Hearing to provide interested parties an opportunity to speak regarding the Reduced-Day Extended School Year (ESY) program. There were no comments, and the public hearing was declared closed.

Jason Rubin stated that the ESY waiver allows the District to provide ESY services to identified students with special needs utilizing a fourteen days, six hours per day instructional model, rather than the traditional model of twenty days, four hours per day of instructional time. By continuing to approve this waiver it would continue our Extended School Year Program and be in line with our neighboring districts.

ADVANCE PLANNING:

Next Meeting Date: Trustee Hoheisel stated that the next Regular Board Meeting date is incorrectly listed on the agenda as April 12, 2024. The next Regular Board Meeting is April 9, 2024, and the Spring Study Session is April 22, 2024.

Suggested Future Agenda Items: Trustee Zufall asked the Board to email himself or Superintendent Jim Cloney if they have suggested agenda items.

ADJOURNMENT:

The meeting adjourned at 8:26 p.m.

Andrea Hoheisel, Clerk
Board of Trustees

Bd. Min. 3-12-24 //

Jim Cloney, Executive Secretary
Board of Trustees

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Operational Agreement and Memorandum of Understanding between SUHSD and University Preparatory School

PREPARER: Jim Cloney, Superintendent

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:

As the sponsor of University Preparatory School’s (U-Prep) charter, the Shasta Union High School District (District) has an Operational Agreement and Memorandum of Understanding (MOU) defining the relationship between the charter school and the District. This agreement has been in place since U-Prep’s inception in 2003 and the current agreement is recommended for approval effective January 1, 2024 through June 30, 2026. This date coincides with the charter renewal date for U-Prep which was extended during the pandemic. The document has been reviewed by the administration of both the District and U-Prep and updated. The agreement contains details on supervisorial oversight, facilities, categorical funding, etc.

REFERENCES:

Education Code 47612 and 47613.5

OPERATIONAL AGREEMENT AND
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SHASTA UNION HIGH SCHOOL DISTRICT AND THE
UNIVERSITY PREPARATORY SCHOOL CHARTER SCHOOL, 2024-2026

1. CHARTER GRANTED TO UNIVERSITY PREPARATORY CHARTER SCHOOL

The governing board of the Shasta Union High School District (hereinafter "District") initially granted a charter to the University Preparatory School Charter School (hereinafter "School") in November 2004. Due to extensions during COVID pandemic, the current charter is valid through June 30, 2026. This Charter, among other matters, calls for the District and School to enter into a mutually-agreeable memorandum of understanding regarding the funding entitlements of the School pursuant to Education Code Section 47612 and 47613.5, to define the operational and oversight arrangements between School and District, and to define and resolve other matters of interest.

2. PURPOSE OF THE MEMORANDUM

This memorandum of understanding outlines the specific funding sources anticipated to be available to the School, the specific term under which District will claim funding entitlements on behalf of School, and how District will make such funding available to School. It also outlines and defines the operational relationship between School and District and resolves other matters of mutual interest.

3. TERM

This agreement *will* be operative from January 1, 2024 through June 30, 2026. Renewal for succeeding years is subject to approval of the operating agreement by respective Boards.

4. AVERAGE DAILY ATTENDANCE

"Average Daily Attendance" shall mean the attendance of charter school pupils while engaged in educational activities required of them by the charter school, as defined in Education Code Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

School will develop an attendance-reporting calendar and maintain a system to record and account for average daily attendance (ADA). These records shall be auditable and contain sufficient information so that they may be included without audit exception in School's annual audit. School will report ADA figures to District, County Office of Education, or California Department of Education as necessary to enable School to receive the funding specified in this Memorandum. School shall notify the Chief Business Office of the District if, during any month, actual ADA falls more than 10% below estimated ADA.

5. CALIFORNIA BASIC EDUCATION DATA SYSTEM (ENROLLMENT)

School shall complete and submit enrollment and other necessary demographic information, as necessary through the District or County Office of Education, to the California School Information Services (CSIS).

6. OTHER DATA

The School shall also obtain and work cooperatively to supply District in a timely and accurate fashion any other information necessary to enable District to calculate School's entitlement to all available funding sources.

7. CHARTER FUNDING MODEL

The Charter School has elected, and will elect annually, to receive its funding directly in lieu of having it disbursed from the State through District.

8. "SUPERVISORIAL OVERSIGHT" DEFINED

School and District agree that "supervisorial oversight," as used in Education Code Section 47613, shall include the duties found in Education Code Section 47604.32, as well as the following:

- a. All activities related to the charter revocation and renewal processes, as described in Section 47607.
- b. Activities relating to monitoring the performance and compliance of the charter school with respect to the terms of its Charter, related agreements, and all applicable laws.
- c. Review of and response to the annual school performance report and related processes as outlined in the Charter.
- d. Participation in the dispute resolution process as described in the Charter.
- e. Provision of major facilities, including maintenance and replacement costs. Major facilities and maintenance costs shall include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of roof, mechanical systems (heat, ventilation, air conditioning, electrical,

plumbing), and other major maintenance and upgrades at a level comparable with other District schools and to the extent that these costs are normally funded from sources such as state and local facilities bond proceeds, developer fees, redevelopment agency revenue, and other resources not provided and available to the School. The School shall be responsible for routine upkeep, maintenance, and repairs at a level comparable with other District schools and to the extent that these services are normally funded from sources available to School.

For these services, School shall pay District 3% of its annual state revenues by June 30th of each year this agreement is in force. School and District agree that these costs are no more than three percent of the School's revenues as required by Education Code section 47613.

9. FACILITIES

The use of as much of the Shasta Learning Center ("SLC") facility as is needed by School to maintain its program shall continue uninterrupted so long as the District does not need the facility for a fourth comprehensive high school. Should the District need the facility for a fourth comprehensive high school, School will be given a two year notice to vacate. This provision is included herein to provide assurance to third parties of continuity of the current program and of the congeniality of the relationship between the School and District.

District shall provide to School sufficient facilities at SLC to accommodate its program. As additional space at SLC becomes available, School will have first access after District's needs are met. The District will work with the School to determine a reasonable location should the School purchase additional classroom space at the School's expense (i.e., portable classroom). SLC facilities include, but are not limited to, classrooms, office space, auditorium, small theatre, gyms, fields, storage and other facilities on the site not specifically listed above. As it pertains to the auditorium, this includes a reasonable effort on behalf of District and U-Prep administration to collaborate in good faith to ensure access for significant and historical school programs and events (e.g. fall musical, Just Dance spring play, winter and spring concerts, Information Night, Academic and Scholarship Awards, graduations, Talent Show, Career Day, and parent/community events and presentations).

District shall provide all normal utility costs, including gas, water, electricity, and garbage service. Major facilities maintenance costs shall be paid by District and include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof, mechanical systems (heat, ventilation, air conditioning, electrical, plumbing), and other major maintenance.

Under no circumstances, shall School sub-lease or otherwise allow any employee or independent contractor to use District's facility to provide a program or service for a fee or charge. Any use of the facility for other than direct School business requires prior written approval from District's Superintendent or Chief Business Official.

School is required to adhere to the applicable Education Code requirements related to the sale of food or food related items in this facility as if it were a non-charter public school and shall adhere to District Board Policies and Administrative Regulations related to same.

10. DISTRICT "ADMINISTRATIVE AND OTHER SERVICES"

In addition to the supervisory oversight services listed above, District has agreed to provide, and School has agreed to purchase from District, the following services:

- a. **Accounting** – Including establishing a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the School's ledgers, preparation of needed financial reports including balance sheets, monthly reconciliation to county bank statements and annual reports and statements.
- b. **Payroll** – Including preparation of pay warrants; distributions of payroll checks and direct deposits, if available; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and preparation of and forwarding of tax withholdings and related documentation to state and federal authorities.
- c. **Accounts Receivable and Payable** – Including, but not limited to, processing of purchase requisitions and check request in a timely fashion, and posting relevant information to appropriate ledgers and providing Financial System (Escape) training for office staff.
- d. **Budget Development and Fiscal Planning** - Consulting assistance from District staff as needed to assist the School in accurately identifying its revenues, comparing estimated revenues with actual revenues, projecting and monitoring expenditures, and direct assistance preparing and revising long-term financial projections.
- e. **Student Data Information Management** – Including establishing technical assistance in the maintenance of a student information management system that tracks the following at a minimum: ADA, enrollment, standardized and alternative assessment data, emergency contacts, race-ethnicity, age, address, parent-guardian, immunization, discipline-suspension-expulsion, special education status information.
- f. **Insurance** – District provision will assist the School in securing of all necessary insurance and risk management services, including, but not limited to, coverage of the following: premises; board/director/staff liability; property; health; unemployment; workers compensation; and other identified coverage agreed to by District or School. Excluding facilities, the School will be financially responsible for costs incurred.
- g. **Personnel Services** – Access to Ed Join for job posting purposes.

- h. **Health Services** – Clerk/Nursing services
 - i. **Food Services** – District agrees to provide food (cafeteria) services for students and staff. This includes planning, organizing and directing overall food service operations including marketing, preparation of nutrient-based menus, purchasing and accounting functions. District will prepare and file the necessary State and Federal reports. The School will provide clerical services for processing lunch applications and verifications.
 - j. **School Security** – District agrees to provide a full-time security staff person, and to provide School Resource Officer coverage with the understanding that this service would be minimally used and include occasional site visits or otherwise as mutually determined in good faith between the District's Superintendent and the U-Prep Superintendent/Principal.
- k. Instructional Technology Services**

For these services, the School shall pay District 9% of its annual school revenues if the CSIS enrollment is less than 400 students and cap at 12.5% for fiscal year 2023/24, 13% effective July 1st, 2024 if CSIS enrollment exceeds 400 or more students. This rate will remain fixed through the current term and subsequent renewal. This shall be paid annually by June 30 of each year this agreement is in force. Annual school revenues are defined as the amount recorded annually in the 8000 object codes as prescribed by the California State Accounting Manual with the exception of mutually agreed upon exclusions. These annual school revenues shall be reduced by the amount of special education funds passed through from the SELPA and subsequently transferred to District. Should District staff not have sufficient time or staff to perform the above-listed services, this section shall be reopened.

11. BUDGET AND FINANCE

The school shall prepare and submit the following financial information to District:

- a. A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions no later than May 15. This report shall also include a multi-year projection to include at least the two subsequent years.
- b. Monthly financial reports displaying the financial status of the charter school. Such reports shall display budgeted revenues and expenditures as compared with actual figures to date and projected year-end figures, by major category of revenue and expenditures.
- c. A First Interim Report no later than November 30, a Second Interim Report no later than February 28 and, if necessary, a Third Interim Report no later than May 31.

12. AUDIT

School shall cause to be prepared an annual audit of the financial transactions of the charter school each year pursuant to the terms specified in the Charter. The audit report shall be filed with the State and District no later than December 15 of each year. School shall immediately forward a copy of the audit to the Chief Business Official of District upon receipt of the final audit findings. Any negative findings or deficiencies shall be resolved pursuant to the terms of the Charter.

13. CASH FLOW

The District may advance operating funds to the School during the term of this agreement. Such advances will be repaid by School upon receipt of its apportionment from the state. District shall charge School at a rate commensurate to District costs.

14. SPECIAL EDUCATION

District will provide Special Education Services for School. School Special Education funds will be directed to District which will provide teacher, psychology, secretarial, and administrative support for all Special Education needs of School. In the event the actual costs for services for School's students exceed revenue, District shall invoice for and School shall pay, any excess costs. District's business office shall provide School with documented costs supporting the invoice.

15. EVALUATION OF EDUCATIONAL PROGRAM

School shall furnish to District an annual written report and evaluation program in accordance with the Charter and the Education Code. The annual report shall include an evaluation of the fulfillment of School's purposes and goals. The annual report shall be due to District in August of each year for the previous academic year.

16. STUDENT TESTING

In addition to state required assessments, the School will participate in placement tests for students transferring to District schools.

17. COMPLAINT PROCEDURES

School will be responsible for establishing and maintaining a Uniform Complaint Procedure. Except in the instance of complaints that allege student safety issues, or other matters which constitute grounds for charter revocation, District will refer all complaints it receives back to School for investigation and processing. For information purposes, School will forward to District a copy of each complaint it processed to the point of submission to the charter Board.

18. CONFORMANCE TO CHARTER

The Board of School shall be responsible for operating the School in conformance with the provisions of its charter and this operating agreement.

19. SCHOOL CLOSURE

In the event School shall cease to exist, the school closure process as described in the Charter will be implemented.

20. CONSTRUCTION AND SEVERABILITY AMENDMENTS

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement. Appropriate representatives of District and School will meet as necessary to implement this agreement and to make necessary written modification. Any modification of this agreement must be in writing and executed by duly authorized representatives of both parties to be duly effective.

21. SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and/ or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

22. DISPUTE RESOLUTION

In the event that either party disputes the meaning of the terms of this agreement, both parties shall attempt to resolve the dispute in good faith through the dispute resolution process as described within the Charter.

23. NOTIFICATIONS

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To District at:

Shasta Union High School District
Attn: **Jim Cloney**
2200 Eureka Way, Suite B
Redding, CA 96001

To School at:

University Preparatory School
Attn: **Rochelle Angley**
2200 Eureka Way
Redding, CA 96001

The parties agree to the terms of this Memorandum of Understanding and have duly executed it on the day and year set forth below.

Dated: _____

By _____

Jim Cloney Superintendent
On behalf of the Shasta Union High School District

Dated: _____

By _____

Rochelle Angley Superintendent/Principal
On behalf of University Preparatory School

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Commercial Warrants and Payroll Distributions

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
Provided under separate cover are the monthly warrant registers for both commercial warrants and payroll distributions.

REFERENCES:
Education Code Section 42632 and 42633

SHASTA UNION HIGH SCHOOL DISTRICT
Governing Board Commercial Warrant Approval
for the period 3/01/24 - 3/31/24

Subfund Totals - Accounts Payable

Payroll Warrants

01	General Fund	2,661,613.10
02	Farm Fund	0.00
05	Student Body Fund	151.00
07	Shasta Charter Academy	78,829.19
08	University Preparatory	36,314.43
11	Adult Education Fund	669.31
12	Child Development Fund	0.00
13	Cafeteria/Food Service Fund	96,912.07
14	Deferred Maintenance Fund	0.00
15	Pupil Transportation Eqmt Fund	0.00
16	Foundation Private Purpose Fund	0.00
21	Capital Building Bond Fund	0.00
25	Capital Facilities Fund	0.00
35	County School Facilities	0.00
56	Debt Service Fund	0.00
76	Warrant Passthrough	0.00

Salary	4,070,854.99
Supplemental	259,717.31
Manual Payroll	6,097.25
Voids	0.00

Total **\$2,874,489.10**

Total **\$4,336,669.55**

Total Accounts Payable 2,874,489.10

Total Payroll 4,336,669.55

GRAND TOTAL **\$7,211,158.65**

SHASTA UNION HIGH SCHOOL DISTRICT

Date _____

Signed: _____

Date _____

Signed: _____

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Surplus Equipment

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
The Foothill High School Food Service has a beverage refrigerator that no longer is working and needs to be surplus. Shasta Collegiate Academy has an old refrigerator that no longer works. Both these refrigerators are unrepairable and need to be disposed of.



Request to Declare Property as Surplus

Location of Property:

Site: Foothill High School
Department: Food Service
Room No. _____

Date: March 25, 2024

Requestor: Fred Schafer

It is requested that the following equipment be declared surplus:

Asset #	Qty.	Item Description	Model	Serial #	Year Purchased	Present Value	Condition*
11806		Beverage Air Refrigerator			1997		Poor

*Condition Key: **Excellent** – in working order
Good – needs minor repairs
Fair – needs repairs; repairs are estimated not to exceed 30% of replacement cost.
Poor – no longer serviceable; repairs would exceed 50% of replacement cost.
Unusable – to be discarded as junk

Reason(s) for declaring surplus: Beverage Refrigerator no longer holds temperature.

*Note: Incomplete or improperly completed forms will be returned to initiating department for completion prior to processing.
Originator is responsible for placing work order with Maintenance and storing on site until sold/reissued or discarded.
Please contact 16514 or 16540 for further information or questions.*

Fred Schafer

Site Administrative Approval Signature

Disposition

Make available for reassignment Assign to: _____

Surplus

Junk

Chief Business Official

Date

Distribution: Original - Business Office
Copies: M&O, Originating Site



Request to Declare Property as Surplus

Location of Property:

Site: Shasta Collegiate Academy
Department: SCA *(Cal-Safe)
Room No. 300

Date: March 13, 2024

Requestor: Tim Calkins

It is requested that the following equipment be declared surplus:

Asset #	Qty.	Item Description	Model	Serial #	Year Purchased	Present Value	Condition*
12067	1	GE Performance Refrigerator	Profile	003218	Unknown	\$0.00	Unusable
		*This refrigerator was purchased using Cal-Safe Grant \$'s.					
		Property Tag: 12067					
		Bar Code: 003218					

*Condition Key: **Excellent** – in working order
Good – needs minor repairs
Fair – needs repairs; repairs are estimated not to exceed 30% of replacement cost.
Poor – no longer serviceable; repairs would exceed 50% of replacement cost.
Unusable – to be discarded as junk

Reason(s) for declaring surplus: The refrigerator no longer works. It is old and unrepairable.

*Note: Incomplete or improperly completed forms will be returned to initiating department for completion prior to processing.
Originator is responsible for placing work order with Maintenance and storing on site until sold/reissued or discarded.
Please contact 16514 or 16540 for further information or questions.*



Site Administrative Approval Signature

Disposition

Make available for reassignment Assign to: _____

Surplus

Junk

Chief Business Official

Date

Distribution: Original - Business Office
Copies: M&O, Originating Site

D322 Rev:1/03

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Local School Wellness Policy

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:

Local educational agencies (LEA) that participate in the National School Lunch Program (NSLP), and the School Breakfast Program (SBP), are required by federal law to establish a Local School Wellness Policy (LSWP) for all schools under its jurisdiction. LSWPs are an important tool for parents, LEAs, and school districts in promoting student wellness, preventing and reducing childhood obesity, and providing assurance that school meal nutrition guidelines meet the minimum federal school meal standards. Director of Nutrition Services Fred Schafer has drafted the LSWP.

REFERENCES:

Healthy, Hunger-Free Kids Act of 2010

Shasta Union High School District Wellness Policy

Table of Contents

Preamble	1
School Wellness Committee	2
Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement	3
Nutrition	5
Physical Activity	10
Other Activities that Promote Student Wellness	13
Glossary	14

Shasta Union High School District Wellness Policy

Preamble

Shasta Union High School District (hereto referred to as the District) is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture’s (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism and better performance on cognitive tasks.…… Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance. ^{15,16,17}

This policy outlines the District’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day – both through reimbursable school meals and other foods available throughout the school campus– in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.
- *The District will coordinate the wellness policy with other aspects of school management, including the District’s School Improvement Plan, when appropriate.*
- *NOTE: Will also include any relevant data or statistics from state or local sources supporting the need for establishing and achieving the goals in this policy.]*

This policy applies to all students, staff and schools in the District. Specific measurable goals and outcomes are identified within each section below.

School Wellness Committee

Committee Role and Membership

The District will convene a representative district wellness committee (hereto referred to as the DWC) that meets four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy (heretofore referred as “wellness policy”).

The DWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g., superintendent, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program

Education coordinators (SNAP-EDEDSNAP-Ed). To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

Leadership

The Shasta Union High School District (SUHSD) Director of Nutrition Services will convene the DWC and facilitate development of and updates to the wellness policy and will ensure each school's compliance with the policy.

The designated official for oversight is currently Fred Schafer, MS, SNS, Director of Nutrition Services SUHSD. His contact information is fschafer@suhsd.net, 530-245-2628.

The names, titles, and contact information of other SUHSD Wellness Committee Leaders are:

Name	Title / Relationship to the School or District	Email address	Role on Committee
Marci Loerzel	Central Kitchen Manager, SUHSD	mloerzel@suhsd.net	Assists in the evaluation of the wellness policy implementation
Rebecca Capener	SOA II, Nutrition Services	rcapener@suhsd.net	"
Jaime McIntire	Shasta High School CTE Medical Careers Program	jmctintire@suhsd.net	"
Jennifer Hornichova	Shasta High School CTE Medical Careers Program	jhornichova@suhsd.net	"
Andra D'Amico	Enterprise High School EHS Career Education Tech	adamico@suhsd.net	"
Sam Diskin	Foothill High School PE Teacher	sdiskin@suhsd.net	"
Whitney Lowry	Shasta High School SHS Career Education Tech SHS Wellness Center Coordinator	wlowry@suhsd.net	"
Nikolaus Strickland	Shasta High School Kitchen Manager	nstrickland@suhsd.net	"
Andra D'Amico	Enterprise High School EHS Career Education Tech	adamico@suhsd.net	"
Debra Del Carlo	Enterprise High School Registrar	dedelcarlo@suhsd.net	"

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Appendix A for a list of school-level wellness policy coordinators.

Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the HYPERLINK

<https://www.healthiergeneration.org/> .

https://www.healthiergeneration.org/search?search_api_fulltext=schools+program

https://www.healthiergeneration.org/search?search_api_fulltext=online+tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at suhd.net on the [Nutrition Services Department](#) tab.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at the SUHSD Nutrition Services Department Office and on the computers of the SUHSD Director of Nutrition Services, SOA II Nutrition Services and Nutrition Services Central Kitchen Manager. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy.
- Documentation demonstrating that the policy has been made available to the public.
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC.
- Documentation to demonstrate compliance with the annual public notification requirements.
- The most recent assessment on the implementation of the local school wellness policy.
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

Annual Notification of Policy

The District will actively inform families and the public at the beginning of each school year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the district website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District/school officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is Fred Schafer, MS, SNS, Director of Nutrition Services SUHSD. His contact information is fschafer@suhsd.net, 530-245-2628.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach and Communications

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for the District. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

- **Nutrition**

School Meals

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans*-fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). In school year 2022-2023 California implemented a [Universal Meals Program](#). All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students.
- Are free to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet [USDA nutrition standards](#).)
- Promote healthy food and beverage choices using at least ten of the following marketing and merchandising techniques:
 - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
 - Sliced or cut fruit is available daily.
 - Daily fruit options are displayed in a location in the line of sight and reach of students.
 - All available vegetable options have been given creative or descriptive names.
 - Daily vegetable options are bundled into all grab-and-go meals available to students.
 - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
 - White milk is placed in front of other beverages in all coolers.
 - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
 - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
 - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
 - Student artwork is displayed in the service and/or dining area.
 - Daily announcements are used to promote and market menu options.
 - *Menus will be posted on the District website or individual school websites.*
 - *School meals are administered by a team of child nutrition professionals.*
 - *Students are served lunch at a reasonable and appropriate time of day.*
 - *Participation in Federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.*

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Hyperlink <https://www.fns.usda.gov/cn/professional-standards>

These school nutrition personnel will refer to the above USDA Hyperlink to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day* and throughout every school campus* (“school campus” and “school day” are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes.

- Water cups/jugs will be available in the cafeteria if a drinking fountain is not present.
- All water sources and containers will be maintained on a regular basis to ensure good hygiene and health and safety standards. Such sources and containers may include drinking fountains, water jugs, hydration stations, water jets and other methods for delivering drinking water.
- Students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.

Competitive Foods and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <https://www.fns.usda.gov/tn/guide-smart-snacks-school>

The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at <https://www.healthiergeneration.org/our-work/business-sector-engagement/improving-access-to-address-health-equity/smart-food-planner>

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards, including through:

- Celebrations and parties. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the [Alliance for a Healthier Generation](#) and from the [USDA](#).
- Classroom snacks brought by parents. The District will provide to parents a [list of foods and beverages that meet Smart Snacks](#) nutrition standards.
- Rewards and incentives. The District will provide teachers and other relevant school staff [alternative ways to reward children](#). Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day. The District will make available to parents and teachers a list of healthy fundraising ideas [examples from the [Alliance for a Healthier Generation](#) and the [USDA](#)].

- Schools will use only fundraisers that encourage those promoting physical activity (such as walk-a-thons, Jump Rope for Heart, fun runs, etc.).
- Fundraising during and outside school hours will sell only non-food items or foods and beverages that meet or exceed the Smart Snacks nutrition standards. These fundraisers may include but are not limited to, donation nights at restaurants, cookie dough, candy and pizza sales, market days, etc. (Meets Healthy Schools Program Gold-level criteria)

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using marketing and merchandising techniques; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the District and individual schools may use are available at <https://www.healthiergeneration.org/our-work/business-sector-engagement/improving-access-to-address-health-equity/smart-food-planner>

Nutrition Education

The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health.
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects.
- Includes enjoyable, developmentally appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods.
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise).
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services.
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.
- All health education teachers will provide opportunities for students to practice or rehearse the skills taught through the health education curricula (meets Healthy Schools Program Silver/Gold-level criteria).]

Essential Healthy Eating Topics in Health Education

The District will include in the health education curriculum a minimum of 12 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from [MyPlate](#)
- Reading and using FDA's nutrition fact labels.
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat.
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- [The Dietary Guidelines for Americans](#)
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture.
- How to find valid information or services related to nutrition and dietary behavior.
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully.
- Resisting peer pressure related to unhealthy dietary behavior.

- Influencing, supporting, or advocating for others' healthy dietary behavior

Food and Beverage Marketing in Schools

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes oral, written, or graphic statements made for promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors.
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is in financially possible over time so that items are following the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

- **Physical Activity**

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A [CSPAP](#) reflects strong coordination and synergy across all the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement and the district is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection).

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld** as punishment for any reason (This does not include participation on sports teams that have specific academic requirements).

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

Physical Education

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. Currently, the California state physical education standards require that all high school students receive at least 400 minutes of physical education every ten days. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the "*Essential Physical Activity Topics in Health Education*" subsection). The curriculum will support the essential components of physical education.

All students will be provided with an equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All SUHSD **high school students** are required to take the equivalent of one academic year of physical education.

- Freshman P.E. is required of all students for graduation - no waivers and no exceptions. For the second-year requirement, the principal may allow up to 10 units of credit for P.E. Students who participate in two extra-curricular sports during one academic year can earn 5 credits. Students in three consecutive sports in one academic year can earn 10 credits.
- Students cannot get initial credit for P.E. during Summer School. Students not passing the Physical Fitness Test must take a district-approved P.E. Course in 10th grade.
- Students are required to continue to be enrolled in a P.E. class until they pass 5 out of 6 performance standards of the California Physical Fitness Test. A student who has completed their sophomore year has passed 4 of 6 California Physical Fitness Test standards and is 16 may apply for a waiver (see your counselor for more details).

The SUHSD physical education program will promote student physical fitness through individualized fitness and activity assessments via [The California Physical Fitness Test](#) and will use criterion-based reporting for each student.

- Students will be moderately to vigorously active for at least 50% of class time during most or all physical education class sessions.
- All physical education teachers in SUHSD will be required to participate in at least a once-a-year professional development in education.
- All physical education classes in SUHSD are taught by licensed teachers who are certified or endorsed to teach physical education.
- Waivers, exemptions, or substitutions for physical education classes are not granted.

Essential Physical Activity Topics in Health Education

Health education will be required in all grades (elementary) and the district will require middle and high school students to take and pass at least one health education course. The District will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight.
- How physical activity can contribute to the academic learning process.
- How an inactive lifestyle contributes to chronic disease.
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition.
- Differences between physical activity, exercise and fitness
- Phases of an exercise session, that is, warm up, workout and cool down.
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active.
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity.
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching goals in an individualized physical activity plan.
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers and culture.
- How to find valid information or services related to physical activity and fitness.
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity.

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District will encourage students to be physically active before and after school by offering various physical activity clubs, intramural sports and interscholastic sports

Active Transport

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by engaging in *six or more* of the activities below; including but not limited to:

- Designate safe or preferred routes to school.
- Promote activities such as participation in International Walk to School Week, National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area)
- Instruction on walking/bicycling safety provided to students.
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper.
- Use crosswalks on streets leading to schools.
- Create and distribute maps of the school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)

Other Activities that Promote Student Wellness

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the DWC/SWC.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Wellness Centers

Each school will have a Wellness Center and/or Wellness Room where students have access to a safe space to regulate their emotions either on their own or with guidance/support from school counselors or support staff.

Community Partnerships

The District will develop relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's

implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

Community Health Promotion and Family Engagement

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the “Community Involvement, Outreach, and Communications” subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the district’s website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

Staff Wellness and Health Promotion

Schools in the District will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

Professional Learning

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

Glossary:

Extended School Day – the time during, before and after school that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

School Campus - areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day – the time between midnight and the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Field Trip Request

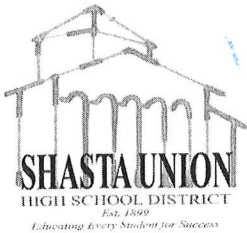
PREPARER: Leo Perez
Associate Superintendent of Instructional Services

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:

Field Trips

Date of trip	School/ Group	Mode of travel	School Days Missed	Destination	Number of Students/Chaperones
June 2024	FHS Spanish Club	Air	0	Costa Rica/Panama	6/2



Field Trip Request

Requested by: Shasta Christ School: Foothill High School
 Name of Club, Group or Department: Spanish Club Today's Date: 10/11/23

FIELD TRIP

Departure Date: June 8-10 Time: AM # of Students: 6 # of Chaperones: 2
 Return Date: June 17-19 Time: PM # of Substitutes Required: Date(s): NA
 Destination: Costa Rica / Panama Staff Member(s): 1 Parent(s): 1
 City/State: na

Outside of California, Oregon, Nevada or Arizona?

N Y* (If Yes, must have Board Approval)

Purpose: student travel for language + cultural exposure
 Attach Itinerary

Local, In-State, Oregon, Nevada or Arizona day trips must have Administrative approval at least **10 days** prior to departure.
 Overnight trips outside California and out-of-country trips must have Board approval at least **2 months** prior to departure.

TRANSPORTATION

A separate Transportation Request form must be submitted to the Transportation Department. 12 business days prior for local trips; 20 business days for out of area trips

Mode of Transportation: NA - airplanes
 Date Submitted: NA

FUNDING

Budget Code or ASB Account	Amount
Substitute <u>N/A</u>	<u>NA</u>
Transportation <u>N/A</u>	
Meals <u>club fund will be</u>	
Lodging <u>divided up between</u>	
Other Expenses <u>students (amount depends on actual # of students)</u>	

By signing this form, I acknowledge that I have read all District Board Policies/Administrative Regulations related to school sponsored trips and I agree to abide by such policies.

Signature: [Signature] Date: 10/11/23

APPROVALS

Principal: [Signature] Date: 3/20/24

Associate Superintendent Instructional Services: [Signature] Date: 3/25/24

Superintendent: [Signature] Date: 3/26/24

*Trips outside of California, Oregon, Nevada and Arizona

Board Approval Date: _____

Itinerary

DEPARTURE

Date: TBD Between 6/8 and 6/12/2024 Time: TBD

Departing From Sacramento, CA

Stops: TBD

Destination: Guanacaste, Costa Rica

Estimated arrival time: TBD

SCHEDULE OF ACTIVITIES

See attached

CHAPERONES

Staff

Shasta Christ

Parents

Doug Christ

RETURN

Date: TBD (9 days after departure) Time: TBD

Departing From Panama City, Panama

Stops: TBD

Return Location: Sacramento, CA

Estimated arrival time: TBD

ADULT CHAPERONE FIELD TRIP (Outside California) AUTHORIZATION

No adult/chaperone will be permitted on the Field Trip unless this completed and signed Authorization is submitted to the Supervising Teacher or School Main Office at least 14 days prior to Field Trip. Verbal Authorizations, late Authorizations, or Authorizations not on this form, cannot be accepted.

Name of Shasta Union High School District:	Shasta Christ
Field Trip Destination:	Costa Rica, Panama
Dates of Trip:	June 2024
Supervising Teacher:	Shasta Christ

Adult Chaperone Name: Doug Christ	Address: PO Box 125, Palo Cedro, CA 96003
Date of Birth: 5/21/77	Home Telephone 530-949-8915
Emergency Contact & Telephone No.: Rick Christ / 530-549-4354	
Medical Conditions/Medications: N/A	
Medical Insurance Carrier & Policy No.: CVT Anthem Blue Cross - 389-A67832	
Medical Insurance Phone No.: 1-800-274-7767	

I agree to participate in the subject Field Trip as follows:

1. Participation in this Field Trip, which will take place partially or exclusively outside of California, is voluntary and a privilege. Transportation, lodging and Field Trip activities will be explained before the Field Trip begins, with all such arrangements and activities deemed acceptable to me.
2. The Field Trip may be cancelled at any time, for any good faith reason, before the Field Trip commences. The Field Trip may also be interrupted or terminated once it has begun due to unplanned or unforeseen circumstances. There is no recourse or right of action against the District, its Directors, Officers, teachers, other chaperones or agents as a result of such cancellation, interruption or early termination, with such issues determined in the sole and exclusive discretion of the District, or, once the Field Trip has begun, the Supervising Teacher or the District.
3. By law, the District may in no manner financially contribute to the costs of my participation in the Field Trip. I will need to ensure adequate financing for all expenses associated with the Field Trip including, but in no manner limited to, transportation, lodging, meals, entry fees, and incidental expenses. While fund raising activities may be authorized by the District to assist in raising amounts necessary to meet the costs of the Field Trip, the District does not warrant or represent that it will authorize such activities, or that such activities will result in the collection of sufficient funds to meet my Field Trip costs and expenses.
4. Required deposits, advance payments for travel, lodging, or other Field Trip activities or pre-paid expenses are nonrefundable unless there has been a prior, express written statement by the District (not the Supervising Teacher or other chaperone's) stating a contrary policy for this Field Trip. In cases where timely notice of my withdrawal from a planned Field Trip, and advanced expenses (other than nonrefundable deposits) can be recovered without loss or hardship to other Field Trip participants, such amounts shall be returned to me.
5. Transportation will not be provided by District owned or operated vehicles. Such transportation may include (depending on the particular Field Trip and circumstances) commercial airplanes, busses, subways, taxis, trains, boats, ferries, vans, or other vehicles which do not meet federal, state, local, or District's safety standards or requirements, and over which the District has no direct right of control. No warranty or guaranty of safety or suitability exists regarding such transportation.

SUPERVISING TEACHER WILL TAKE ORIGINAL DOCUMENT ON FIELD TRIP.
COPY WILL REMAIN IN SCHOOL OFFICE FOR A PERIOD OF NO LESS THAN ONE (1) YEAR AFTER THE DATE OF THE FIELD TRIP.

6. I am required to obey all rules and safety requirements of the Field Trip, all District and School Codes of Conduct, all laws of the State of California (even though the Field Trip will take place outside of this State), and all laws of any other State or Country in which the Field Trip will take place. I will always conduct myself with the utmost respect for all persons, entities, and their property. I have the duty to take all reasonable and appropriate steps to protect myself and others from actual or potential harm, and shall take no action threatening the safety of others. I must immediately advise the Supervising Teacher of any fact, circumstance or situation that may present a potential risk of harm or injury to the Students or any other participant on the Field Trip.

7. I understand and agree that failure to follow these Field Trip rules and safety requirements may result in my being sent home from the Field Trip at an earlier than expected date and at my expense.

8. This Field Trip is being conducted pursuant to California Education Code Section 35330, which states that: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion." By executing this Field Trip Authorization, I understand and agree that neither I, nor the Student or any other person (parent, guardian, trustee, heir, executor, administrator, assignee), can hold the District, its officers, agents, employees, volunteers or other chaperones liable for any actual or potential claim arising out of, or which is legally or factually in some manner connected with my participation in this Field Trip. This release of potential claims and waiver of rights is governed under California law, which shall be solely applicable to the interpretation and application of this Field Trip Authorization.

9. In the event of illness or injury, I hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care from a licensed physician, surgeon or other appropriate health care provider as deemed necessary for my safety and welfare. It is understood that the resulting expenses will be my responsibility.

10. If travel requires a Passport, attach a copy to this Authorization form.

<i>Doug Christ</i>	<i>Doug Christ</i>	<i>3/14/24</i>
Printed Name Adult Chaperone	Signature-Adult Chaperone	Date

Date Received by School:	Received by:
--------------------------	--------------

SUPERVISING TEACHER WILL TAKE ORIGINAL DOCUMENT ON FIELD TRIP.
COPY WILL REMAIN IN SCHOOL OFFICE FOR A PERIOD OF NO LESS THAN ONE (1) YEAR AFTER THE DATE OF THE FIELD TRIP.

Our team is working behind-the-scenes to finalize your itinerary— including flights, meals, hotel rooms and guides. More details to come!



Ben Hawkins

GET IN TOUCH

Travel Dates

2024

JUN 8	JUN 14 – JUN 22	JUN 24
Earliest departure	Requested dates	Latest return

Departing from

Sacramento (CA)

Flights & Hotels

We'll post details here as soon as they're available.

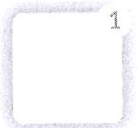


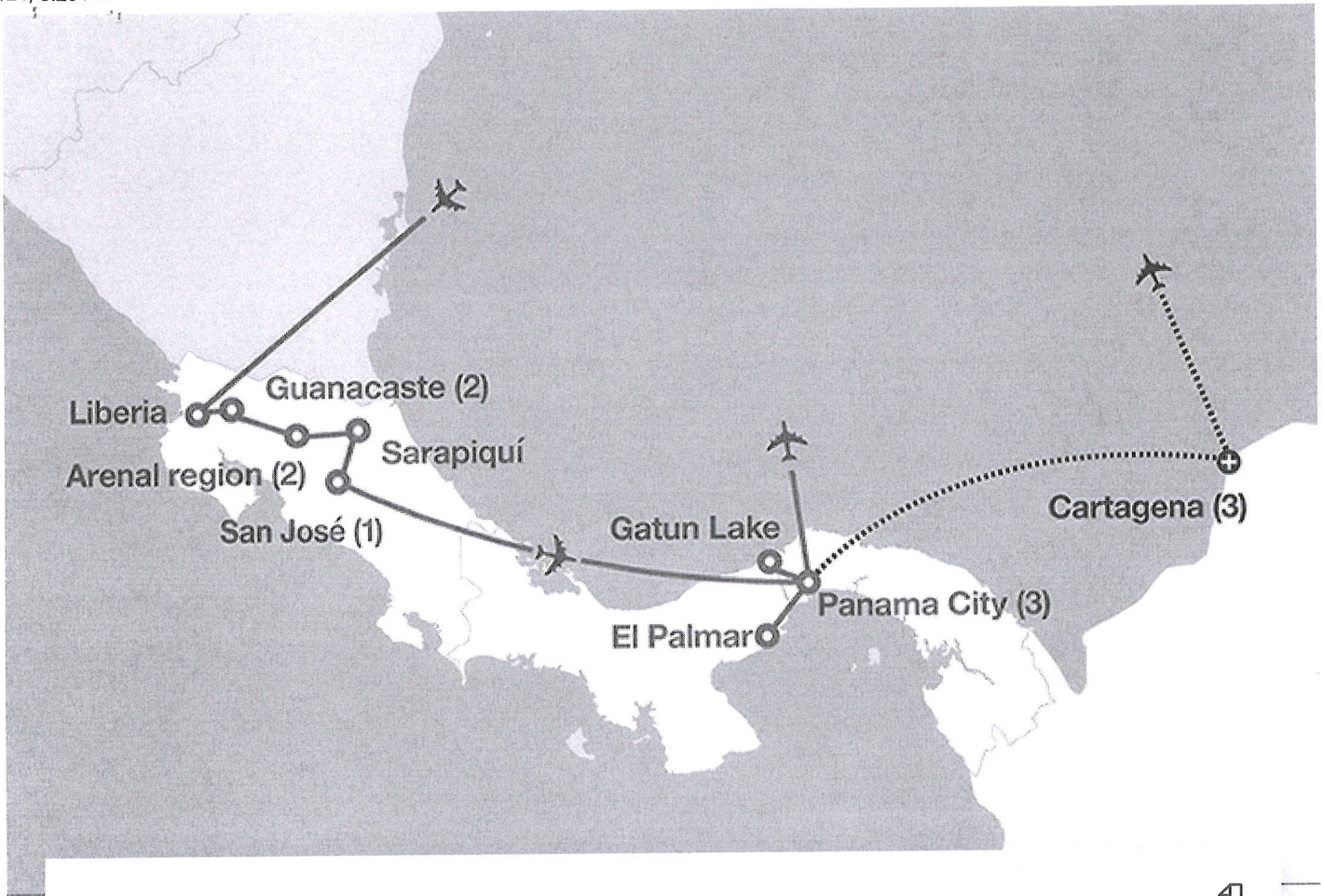
Travel Requirements



All travelers must adhere to entry and on-tour requirements while traveling. View the travel requirements for your specific itinerary now.

Hello! Do you have questions about your upcoming tour? 😊





Meet your Tour

Travel to Guanacaste

DAY 1 Fly to Costa Rica

Visit Rincón de la Vieja

Enjoy a snorkel

DAY 2

Travel to the Arenal region

DAY 3

Enjoy the rainforest from the unique perspective of a zipline through the canopy

Enjoy a kayaking trip on Lake Arenal

DAY 4

Visit La Fortuna Waterfall

Visit the Arenal hot springs

Travel to Sarapiquí

DAY 5

Enjoy a whitewater rafting excursion

Fly to Panama City

DAY 6

Enjoy a walking tour of Cinta Costera

Visit the Biomuseo

Take a tour of Casco Viejo

Enjoy some beach time in the historic El Palmar region

DAY 7



Surfing lesson

Learn to surf on the white sand beaches of one of the Panama's premier surfing locations. Here, an instructor will teach you how to stand on your board as well as how to paddle and pass waves. Once in the water, you'll have the chance to surf by yourself under the supervision of your instructor.

Take a boat ride on Gatun Lake in the Panama Canal

DAY 8

Learn about the different species on Monkey Island

Travel to the Panama Canal via Ancon Hill

Visit the Miraflores Visitor Center at the Panama Canal



Folklore evening

Opt to spend the evening learning about the rich cultural traditions of the region over a traditional Panamanian dinner. After dinner, an interactive dance show will make this a night to remember.

DAY 9 - Return Home

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Human Resource Action Report

PREPARER: Jason Rubin
Associate Superintendent of Human Resources

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
Approve personnel changes to meet the needs of our District as outlined on the following report.

**Shasta Union High School District
HUMAN RESOURCES ACTION REPORT**

NAME	POSITION	EFFECTIVE
<u>Classified</u>		
<u>Hours-Increase</u>		
Krystianna Rushing	Special Ed-Paraprofessional, SHS 6.5 hours/10 months	March 11, 2024
<u>New Hires/Rehire</u>		
Yan Blankenship	Food Nutrition Specialist, SLC 4 hours/10 months	March 25, 2024
Allison Elo	Special Ed-Paraprofessional, SHS 3.75 hours/10 months	March 25, 2024
Brittany Hixon	Food Nutrition Specialist, SHS 5 hours/10 months	April 8, 2024
Shuxian Huang	Food Nutrition Specialist, EHS 4 hours/10 months	March 25, 2024
Brian Martin	Food Nutrition Specialist, SHS 3.5 hours/10 months	March 11, 2024
Kelly O'Hara	Food Nutrition Specialist, FHS 4 hours/10 months	March 25, 2024
Hong Tian	Food Nutrition Specialist, FHS 4 hours/10 months	March 25, 2024
Brianna Zamora	Instructional Paraprofessional-SDCI, EHS 6.5 hours/10 months	March 4, 2024
<u>Promotion</u>		
Hailey Cardin	Account Clerk II, DO 8 hours/12-months	April 2, 2024
Pamela King	Instructional Paraprofessional-SDCI, SHS 6.5 hours/10 months	March 1, 2024

NAME	POSITION	EFFECTIVE
<u>Resigned/Retired</u>		
Kathryn Hein	At-Risk Paraprofessional, SHS 2.5 hours/10 months	June 6, 2024
Marci Loerzel	Central Kitchen Supervisor, SHS 8 hours/12 months	September 16, 2024
Karlee Raudman	Title I-Paraprofessional, FHS 6.5 hours/10 months	June 6, 2024
Fred Schafer	Director of Nutrition Services, DO 8 hours/12 months	August 1, 2024
 <u>Certificated</u>		
<u>New Hire</u>		
Gary Connolly	2024 Summer School Principal	June 12 – July 10, 2024
<u>Resignation</u>		
Edward Raschein	2/5 CTE Medical Careers, FHS	June 10, 2024

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Quarterly Report - Williams Uniform Complaints

PREPARER: Jason Rubin
Associate Superintendent of Human Resources

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
No Williams Uniform Complaints have been filed between January 1, 2024 and March 31, 2024.

Academic School Year 2023-2024
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186]

District: _____

Form Completed By: _____ Title: _____

Quarterly Report Submission Date: October 2023 April 2024
(Please check one) January 2024 July 2024

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

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

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignments			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Submit by the 15th of the month to: Barbara Erlei at berlei@shastacoe.org

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Notification of Non-Reelection to Temporary Certificated Staff and Long-Term Substitutes

PREPARER: Jason Rubin
Associate Superintendent of Human Resources

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
This is the annual non-reelection of identified temporary employees currently employed in the District per Education Code 44954. The non-reelection of an identified temporary employee this year does not prevent any temporary employee from reapplying for a position for the 2024-25 school year. Administration recommends approval.

REFERENCE:
Education Code 44954

Certificated
Non-Reelection Temporary Teachers
Emp ID 4257 English 5/5, EHS June 30, 2024

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Trustee Assignments for Graduation Ceremonies

PREPARER: Jim Cloney, Superintendent

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
Each year in April, the Board appoints the Trustees to participate at the various graduation ceremonies for all District schools.

REFERENCES:
Dates/times/locations are listed on the agenda.

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Monthly Financial Report

PREPARER: David Flores, Chief Business Official

RECOMMENDATION:

- Action
- Discussion
- Information

BACKGROUND:

The budget has been updated with Second Interim figures, and actual expenditures have been updated through March 31, 2024. We have received 59% of our expected revenues, we have expended 61% of our budgeted expenditures, and we have completed 75% of the fiscal year.

Revenues and expenditures have been revised with Second Interim. All revenue and expenditure categories are trending accordingly with the exception of Services and Operating expenses. The expenditures in this category are typically paid at the start of the year rather than throughout the year. The services and operating expenses include our insurance premiums, warranty, and maintenance expenditures which are paid at the start of the fiscal year.

SHASTA UNION HIGH SCHOOL DISTRICT

2023-2024

General Fund Expenditures as of March 31, 2024

		2023-2024 Second Interim Budget (A)	2023-2024 Actuals 3/31/2024 (B)	2023-2024 Remaining Balance (C) = (A) - (B)	75.00% of FY Complete (D) = (B) / (A)
REVENUES					% Spent or Received
Revenue Limit Sources	8010 - 8099	53,511,775	33,649,547	19,862,228	63%
Federal Revenues	8100 - 8299	6,896,958	3,197,636	3,699,322	46%
Other State Revenues	8300 - 8599	8,495,766	3,761,472	4,734,294	44%
Other Local Revenues	8600 - 8799	7,213,513	4,934,307	2,279,206	68%
Interfund Transfers In/Other Sources	8910 - 8979	578,888	0	578,888	0%
TOTAL REVENUES		76,696,900	45,542,962	31,153,938	59%
EXPENDITURES					
Certificated Salaries	1000 - 1999	25,284,166	18,188,502	7,095,664	72%
Classified Salaries	2000 - 2999	12,844,777	8,994,349	3,850,428	70%
Employee Benefits	3000 - 3999	19,282,199	11,810,764	7,471,435	61%
Books and Supplies	4000 - 4999	10,806,822	2,897,332	7,909,490	27%
Services, Other Operating Expenses	5000 - 5999	8,027,694	6,685,691	1,342,003	83%
Capital Outlay	6000 - 6599	4,415,613	1,164,392	3,251,221	26%
Other Outgo	7100 - 7299	1,362,299	700,218	662,081	51%
Direct Support / Indirect Costs	7300 - 7399	(101,186)	0	(101,186)	0%
Debt Service	7438 - 7439	473,681	0	473,681	0%
Interfund Transfers Out/Other Uses	7610 - 7699	703,487	66,349	637,138	9%
TOTAL EXPENDITURES		83,099,552	50,507,598	32,591,954	61%
NET INCREASE/DECREASE IN FUND BALANCE		(6,402,652)	(4,964,636)		
BEGINNING BALANCE		27,478,441	27,478,430		
ENDING BALANCE		21,075,789	22,513,794		

Components of Ending Fund Balance

Reserved Rev Cash/Prepays/Stores
Economic Uncertainty (3.5%)
Committed
Assigned
Restricted
Total

17,400			
2,837,948			
9,553,491			
-			
8,666,950			
21,075,789			

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Developer Fee Study Report

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:

The District engaged the services of Jack Schreder & Associates to complete a Developer Fee Justification Study. Schreder and Associates collaborates with multiple districts within the county for Developer Fee Justification studies. The study concludes the District is eligible to collect the fees as allowed under Education Code Section 17620

The District splits the fees 40%/60% with its feeder elementary districts. The Shasta Union High School District receives 40%, and 60% to the feeder districts. The new fees to be implemented will be effective July 1, 2024, and result in a square footage charge of \$2.07 (40 percent of \$5.17) per square foot for residential construction, and \$.34 (40 percent of \$0.84) per square foot for commercial/industrial construction with the exception of mini storage. Mini storage will be charged \$.06 per square foot. The new fees will become effective July 1, 2024.

The current fees allow the district to collect \$1.92 for residential construction, \$.31 for commercial/industrial construction, and \$.03 for mini storage.

REFERENCES:

The Developer Fee Study was provided to the Board under separate cover. Copies can be obtained by contacting the District Office at (530) 241-3261.

Statute AB 2926

Government Code Section 65995, 65995(b)(1), 65995 (b)(2)

Education Code Section 17620

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Public Hearing and Resolution - Increasing School Impact Fees

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
Recommendation to adopt resolution increasing school impact fees, effective July 1, 2024.

REFERENCES:
Statute AB 2926
Government Code Section 65995, 65995(b)(1), 65995 (b)(2)
Education Code Section 17620

RESOLUTION NO. _____ (April 9, 2024, Regular Meeting)
A RESOLUTION OF THE GOVERNING BOARD OF THE
SHASTA UNION HIGH SCHOOL DISTRICT
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY
GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 24, 2024, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$5.17 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.84 per square foot against commercial/industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, The Shasta Union High School District shares developer fees with its Feeder Districts. The Shasta Union High School District collects 40 percent of the Level I Fee and the Feeder Districts collect 60 percent of the Level I Fee.

WHEREAS, if the Feeder Districts choose to collect no fees or less than their share of \$5.17, the Shasta Union High School District may collect their portion of the fee up to \$5.17. Fees collected between the two districts may not exceed the Level I statutory fee of \$5.17.

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$2.07 (40 percent of \$5.17) per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial/industrial development projects in the amount of \$0.34 (40 percent of \$0.84) per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.84 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.06 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Shasta Union High School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled April 9, 2024, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated March 19, 2024 (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
 - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
 - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
 - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
 - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
 - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
 - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$2.07 (40 percent of \$5.17) per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.34 (40 percent of \$0.84) per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.84 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.06 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
 - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

- B. Any development project for which a final map was approved, and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication, or other form of requirement in existence on that date and applicable to the project.
- C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
- 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation. For residential and commercial/industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
- 8. Commencement Date. The effective date of this Resolution shall be July 1, 2024, which is 60 days following its adoption by the Board.
- 9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Shasta County and to the Planning Commission and City Council of the City of Redding, California.
- 10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Shasta Union High School District this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

 President, Governing Board
 Shasta Union High School District

ATTEST:

 Secretary, Governing Board
 Shasta Union High School District

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: KYA Group Change Order 1 for the U-Prep Turf Field

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
KYA Group has submitted the following change order for the University Preparatory turf field in the amount of \$16,500.00. University Preparatory Charter School has chosen a custom field color and will pay the full cost of this change order.



Project Change Order

Proposal: P-0100580
To: Shasta Union High School District
2200 Eureka Way
Redding, CA 96001

Change log: 1
Date: 03/22/2024
Terms: Net30
KYA CMAS SSDI (4-19-78-0089B)
CO Doc No. OE110-0000112-PCO

RA: Megan Leyds
RA Phone:
RA Email: megan.leyds@thekeyagroup.com
Site: Shasta Union High School District
Address: 2200 Eureka Way
Redding, CA 96001

Shasta UHSD - U Prep - Logos & Endzone	Quantity	U/M	Price	Value
CO - Custom Color	1	EA	\$16,500.00	\$16,500.00
		Total Price		\$16,500.00

Executed to be effective as of the date executed by the Company: KYA Services, LLC

Accepted by:

Signature: David Flores Signature: _____

By: (Print) David Flores By: (Print) _____

Title: CB Title: _____

Date: 3/27/24 Date: _____

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Technicon Engineering Contract

PREPARER: David Flores, Chief Business Official

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:

Requesting approval to engage Technicon Engineering Services, Inc. as the Inspector of Record for the KYA Multiple Locations, Shade Structures Project. We are required to have an inspector of record for the materials and inspections of structural posts. Technicon Engineering Services, Inc. is recommended by the shade structure manufacturer. The contract is attached for your review.

Contract cost are as follows:

Shasta High School Shade Structure	\$1,375
Foothill High School Shade Structure	\$1,375
Pioneer High School Shade Structure	\$1,375
Enterprise High School Shade Structure	\$1,375
Total	\$5,500



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

March 21, 2024

TES No. MP24-056

Mr. David Flores, CBO
Shasta Union High School District
 2200 Eureka Way, Suite B.
 Redding, CA 96001
 Phone: 530-241-3261
 Email: dflores@suhsd.net

PROJECT: Shasta High School Shade Structure
 2500 Eureka Way
 Redding, CA 96001
 DSA File No.: 45-44 DSA App. No.:02-122232

SUBJECT: Cost Estimate for Materials Testing and Inspections Services

Mr. Flores:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Shasta High School Shade Structure 2500 Eureka Way Redding, CA 96001 DSA File No.: 45-44 DSA App. No.:02-122232	Unit	Unit Cost	Total Unit Cost
Structural Steel			
Material Identification Inspection/HSS Seam	8/Hour	\$108/Hour	\$864
Subtotal for Structural Steel			\$864
Report Preparation			
Registered Civil Engineer	1/Hour	\$210/Hour	\$210
Project Management	1/Hour	\$141/Hour	\$141
Administrative Staff	1/Hour	\$90/Hour	\$90
Subtotal for Report Preparation			\$441
Travel			
Fuel Surcharge	2/Trips	\$35/Per Trip	\$70
Subtotal for Travel			\$70
ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION			\$1,375

Rates (additional charges)	
Overtime @ 1.5 x \$108.00 (If required after 8 hours and Saturdays)	\$162.00/Hour
Double time @ 2 x \$108.00 (If required after 12 hours, Sundays and Holidays)	\$216.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor’s schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.

*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully
TECHNICON Engineering Services, Inc.

Darren G. Williams, RCE
Principal



Accepted by:

Signature

Title

Date

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 1 of 2

I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

March 19, 2024

TES No. MP24-058

Mr. David Flores, CBO
Shasta Union High School District
 2200 Eureka Way, Suite B.
 Redding, CA 96001
 Phone: 530-241-3261
 Email: dflores@suhsd.net

PROJECT: Foothill High School Shade Structure
 9733 Deschutes Road
 Palo Cedro, CA 96073
 DSA File No.: 45-44 DSA App. No.:02-122230

SUBJECT: Cost Estimate for Materials Testing and Inspections Services

Mr. Flores:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Foothill High School Shade Structure 9733 Deschutes Road Palo Cedro, CA 96073 DSA File No.: 45-44 DSA App. No.:02-122230	Unit	Unit Cost	Total Unit Cost
Structural Steel			
Material Identification Inspection/HSS Seam	8/Hour	\$108/Hour	\$864
Subtotal for Structural Steel			\$864
Report Preparation			
Registered Civil Engineer	1/Hour	\$210/Hour	\$210
Project Management	1/Hour	\$141/Hour	\$141
Administrative Staff	1/Hour	\$90/Hour	\$90
Subtotal for Report Preparation			\$441
Travel			
Fuel Surcharge	2/Trips	\$35/Per Trip	\$70
Subtotal for Travel			\$70
ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION			\$1,375

Rates (additional charges)	
Overtime @ 1.5 x \$108.00 (If required after 8 hours and Saturdays)	\$162.00/Hour
Double time @ 2 x \$108.00 (If required after 12 hours, Sundays and Holidays)	\$216.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor’s schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.

*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully
TECHNICON Engineering Services, Inc.

Darren G. Williams, RCE
Principal



Accepted by:

Signature

Title

Date

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 1 of 2

I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

March 21, 2024

TES No. MP24-059

Mr. David Flores, CBO
Shasta Union High School District
 2200 Eureka Way, Suite B.
 Redding, CA 96001
 Phone: 530-241-3261
 Email: dflores@suhsd.net

PROJECT: Pioneer High School Shade Structure
 2650 8th Street
 Redding, CA 96001
 DSA File No.: 45-44 DSA App. No.:02-122229

SUBJECT: Cost Estimate for Materials Testing and Inspections Services

Mr. Flores:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Pioneer High School Shade Structure 2650 8th Street Redding, CA 96001 DSA File No.: 45-44 DSA App. No.:02-122229	Unit	Unit Cost	Total Unit Cost
Structural Steel			
Material Identification Inspection/HSS Seam	8/Hour	\$108/Hour	\$864
Subtotal for Structural Steel			\$864
Report Preparation			
Registered Civil Engineer	1/Hour	\$210/Hour	\$210
Project Management	1/Hour	\$141/Hour	\$141
Administrative Staff	1/Hour	\$90/Hour	\$90
Subtotal for Report Preparation			\$441
Travel			
Fuel Surcharge	2/Trips	\$35/Per Trip	\$70
Subtotal for Travel			\$70
ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION			\$1,375

Rates (additional charges)	
Overtime @ 1.5 x \$108.00 (If required after 8 hours and Saturdays)	\$162.00/Hour
Double time @ 2 x \$108.00 (If required after 12 hours, Sundays and Holidays)	\$216.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor’s schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.

*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully
TECHNICON Engineering Services, Inc.

Darren G. Williams, RCE
Principal



Accepted by:

Signature

Title

Date

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 1 of 2

I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING ◀ CONSTRUCTION TESTING & INSPECTION

March 21, 2024

TES No. MP24-060

Mr. David Flores, CBO
Shasta Union High School District
 2200 Eureka Way, Suite B.
 Redding, CA 96001
 Phone: 530-241-3261
 Email: dflores@suhdsd.net

PROJECT: Enterprise High School Shade Structure
 3411 Churn Creek Road
 Redding, CA 96002
 DSA File No.: 45-44 DSA App. No.:02-122231

SUBJECT: Cost Estimate for Materials Testing and Inspections Services

Mr. Flores:

In accordance with your request, **TECHNICON Engineering Services, Inc. (TECHNICON)** is pleased to provide you with this cost estimate for testing for the above referenced project. We will do our best to keep the testing cost to a minimum. This estimate is based on the preliminary construction schedule, which is subject to change.

Enterprise High School Shade Structure 3411 Churn Creek Road Redding, CA 96002 DSA File No.: 45-44 DSA App. No.:02-122231	Unit	Unit Cost	Total Unit Cost
Structural Steel			
Material Identification Inspection/HSS Seam	8/Hour	\$108/Hour	\$864
Subtotal for Structural Steel			\$864
Report Preparation			
Registered Civil Engineer	1/Hour	\$210/Hour	\$210
Project Management	1/Hour	\$141/Hour	\$141
Administrative Staff	1/Hour	\$90/Hour	\$90
Subtotal for Report Preparation			\$441
Travel			
Fuel Surcharge	2/Trips	\$35/Per Trip	\$70
Subtotal for Travel			\$70
ESTIMATED TOTAL OF CONSTRUCTION TESTING AND INSPECTION			\$1,375

Rates (additional charges)	
Overtime @ 1.5 x \$108.00 (If required after 8 hours and Saturdays)	\$162.00/Hour
Double time @ 2 x \$108.00 (If required after 12 hours, Sundays and Holidays)	\$216.00/Hour
Mileage (\$0.85 per mile charged outside of a 10 mile radius)	\$0.85

CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Our technicians and inspectors will attempt, wherever possible, to combine observation and testing during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor’s schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the time spent and service performed, and may be greater or less than the estimated amounts.

Fees are predicated upon our understanding that this project **is subject to California Prevailing Wage Law (i.e. certified payroll)**, and are based upon straight-time rates. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Saturdays, night work, and premium hours (before 7 a.m., after 3 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. **TECHNICON** will notify the DSA project inspector for authorization to perform our service on overtime. Field services for regular work days are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time and 2-hour increments, M-F 7 a.m. to 3 p.m. with a minimum of 48 hour schedule notice and a 4 hour cancellation notice. Time is accumulated on a portal to portal basis.

Routine project supervision by an engineer has been included in the above quotation. However, please note that the above quotation does not include charges for weekly site meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the fee schedule rates in effect at the time of the services request.

Charges for reinspection due to failing results, or when testing or inspection is requested but the contractor is not ready and does not cancel scheduled work are also not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors.

Client agrees to pay for the described services in accordance with the compensation provisions in the cost estimate. Unless otherwise specified in the cost estimate, payment to Consultant will be made within 30 days of the date of billing. Our unit cost was based on work being conducted locally. Should portions of the work be subcontracted to out-of town subcontractors, additional incurred costs will be charged accordingly.

*Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the Client agrees to pay **TECHNICON Engineering Services, Inc.** (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged compliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to prevailing Wage, no refund of fees will be given.

Respectfully
TECHNICON Engineering Services, Inc.

Darren G. Williams, RCE
Principal



Accepted by:

Signature

Title Date

CONSULTING CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 1 of 2

I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify, and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING
CONTRACT TERMS AND CONDITIONS (REV 1/2021)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Local Control and Accountability Plan (LCAP)

PREPARER: Leo Perez
Associate Superintendent of Instructional Services

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:

The Associate Superintendent of Instructional Services will review the LCAP process, present the current LCAP infographic, and receive feedback from the Board on the development of the LCAP goals listed below.

- 1) All graduates will successfully complete the required courses to allow access to all postsecondary options.
- 2) Implementation of a variety of measures to mitigate learning loss, maximize credit recovery options, and ensure all graduates are competent in reading and math.
- 3) Improve student engagement, support, school climate, safety, and environment.

REFERENCES:

The LCAP Infographic was provided to the Board under separate cover. A copy can be obtained by contacting the District Office at 530-241-3261 or can be found on the [District website](#).

SHASTA UNION HIGH SCHOOL DISTRICT

SUBJECT: Pharmacy Technician Teacher Job Description

PREPARER: Jason Rubin
Associate Superintendent of Human Resources

RECOMMENDATION: Action
 Discussion
 Information

BACKGROUND:
Approve the new job description for Pharmacy Technician Teacher. The Career Technical Education program is expanding, and this position will better meet the needs of the District.

Shasta Union High School District

CTE Pharmacy Technician Instructor

POSITION DESCRIPTION

Working under the Associate Superintendent of Instructional Services, Director of Student Programs and the site administrator, the Pharmacy Technician instructor will be responsible for planning, coordinating, facilitating, and monitoring activities on behalf of the academic program and in coordination with clinical sites. The basic teaching assignment will be in Pharmacy Technician courses.

DUTIES AND RESPONSIBILITIES

- Provide training necessary for entry level employment in the related field
- Maintain records related to student performance and attendance
- Maintain current information on and awareness of industry standards for subject area
- Develop lesson plans and implement instruction, enabling students to master competencies in a state approved course outline
- Provide group and individual instruction to students of varying abilities, utilizing effective teaching strategies, aids and equipment
- Evaluate students' skills and job readiness competencies, and maintain accurate student records
- Manage classroom in a manner conducive to learning
- Work effectively as part of a team
- Keep abreast of current practices and training methods
- Act as a liaison between the high school district and post-secondary programs to ensure a seamless transition of high school students to the college curriculum
- Provide effective and cooperative liaison activities between CTE and community resources
- Perform other duties as required

KNOWLEDGE

Knowledge of the subject area(s) appropriate for the class being taught; performing duties as a pharmacy clerk and pharmacy technician; approved and effective techniques of student supervision, motivation, and discipline; approved and effective student assessment/testing and evaluation methods and techniques; and appropriate curriculum and instructional materials for assigned subject area(s)

QUALIFICATIONS

Credentials and experience:

Appropriate Designated Subjects Career Technical Education (CTE) Credential or eligibility to obtain one. For verification of eligibility, the following must be submitted with the application:

- Three years of work experience in the technical skills, trade, or vocations to be taught are required. One year equals a minimum of 1,000 clock hours and the experience may be full-time or part-time, paid or unpaid. At least one year must be within the last five years. Completion of

48 units of postsecondary vocational training related to the industry named on the credential may be substituted for 2 of the 3 years of experience.

- High School Diploma
- Completion of Level I and Level II Designated Subjects credential program will be required.
- Valid Drivers' License.

PHYSICAL DEMANDS

- Dexterity of hands and fingers to operate equipment applicable to assigned subject area
- Sitting or standing for extended periods of time
- Seeing to read a variety of materials and monitor student activities
- Hearing and speaking to exchange information, make presentations, teach and lecture
- Bending at the waist, kneeling or crouching to assist students
- Reaching overhead, above the shoulders and horizontally to demonstrate skills in a classroom, laboratory or shop settings
- Lifting and carrying moderately heavy objects as assigned by the position

Pending Board Approval 03/2024