

# **COTTONWOOD UNION SCHOOL DISTRICT**

**20512 West First Street  
Cottonwood, California 96022**

## **AGENDA FOR Tuesday, April 19, 2016, 6:30 P.M.** **Regular Board Meeting, West Cottonwood Library**

### **Rules and Procedures**

The Cottonwood Union School District Board desires that its meetings be conducted in an open fashion and encourages public participation. Persons attending a meeting who wish to speak concerning an agenda item should notify the Board Chairperson of their desire to speak prior to the start of the meeting and should come forward during the time set aside for public comment and communication. It may be necessary, at times, for the Chairperson to limit discussions due to time considerations.

Arrangements to place an item on the agenda and make a presentation concerning said item must be established with the Superintendent, or any Board Member, at least ten calendar days in advance of the meeting. The request to address the Board shall be submitted in writing and the proposed stated in, or with, the request.

### **1.0 Call Regular Meeting to Order**

### **2.0 Pledge of Allegiance**

### **3.0 Approval of Agenda**

### **4.0 Recognition (Students, Staff, Curriculum)/Curriculum Review – Star Performers – North Cottonwood and Students of the Month – West Cottonwood.**

### **5.0 Public Forum/Hearing of Persons Wishing to Address the Board**

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2) Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda.

Comments shall be limited to 3 minutes per person and 20 minutes for all comments, unless different time limits are set by the Chairman subject to the approval of the Board.

### **6.0 Consent Agenda**

#### **6.1 Review of Consent Agenda**

##### **6.1.1 Approval of Board Meeting Minutes for:**

**Regular Board Meeting held on March 15, 2016 (Pg 4-8)**

**Special Board Meeting held on March 30, 2016 (Pg 9-10)**

##### **6.1.2 Approval of the YMCA MOU for the Summer Day Camp and Aquatics Program (Pg 11-18)**

##### **6.1.3 Approval of the YMCA MOU for the Collaborative Preschool Program (Pg 19-20)**

##### **6.1.4 Approval of the YMCA MOU for the ASES After-School Program (Pg 21-22)**

##### **6.1.5 Accept Letter of Resignation from Natalie Benfer- Instructional Assistant (Pg 23)**

#### **6.2 Approval of Consent Agenda**

**7.0 Discussion/Action Items:**

- 7.1 Consider approval of the Commercial Warrants. (Pg 24-46)
- 7.2 Public Hearing- Consider adoption of Level 1 Developer Fee Justification Study for District. (Pg 47-83)
- 7.3 Consider approval of Resolution #2016-1, Increasing School Facilities Fees as Authorized by Government Code Section 65996(b)3. (Pg 84-87)
- 7.4 Consider approval of the Cottonwood Creek Charter School MOU for Special Education for 2015/16 school year. (Pg 88-98)
- 7.5 Consider approval of the Cottonwood Creek Charter School MOU for Operations for the 2015/16 school year. (Pg 99-116)
- 7.6 Acceptance of Sunshine Notices from CTA and the District for the 2016/2017 year. (Pg 117-119)
- 7.7 Discussion/Approval of NEW POLICY BP/E 3515.7 – Firearms on School Grounds and/or BP 5131.7- Weapon and Dangerous Instruments. (Pg 120-141)
- 7.8 Consider approval of Personnel Request Form for the 2016/17 School Year: (Pg 142)  
Approval to Hire Additional 6<sup>th</sup> Grade Teacher

**8.0 Informational Items:**

- 8.1 CTA Report
- 8.2 Superintendent's Report
  - LCAP Update
  - 7-11 Committee Update
- 8.3 Principal's Reports

**9.0 Information/Communication Items:**

- 9.1 Shasta County Pooled Investment Report for February, 2016. (Pg 143-144)
- 9.2 Quarterly Report on Williams Uniform Complaints (Jan - March 2016). (Pg 145)

**10.0 Governing Board Discussion and Suggested Agenda Items.**

**11.0 Future Meetings:**

- 11.1 Regular Board Meeting, **Tuesday, May 17, 2016, 6:30 p.m.** in the West Cottonwood School Library, 20512 W. First Street, Cottonwood, CA 96022.

**12.0 Closed Session: Adjournment to Closed Session during this meeting to consider and/or take action upon the following items:**

**12.1 Pursuant to Government Code Section 54957,  
Public Employee Discipline/Dismissal/Release/Evaluation**

Public Notice of Action Taken in Closed Session

**13.0 Adjournment**

**AMERICAN WITH DISABILITIES ACT NOTICE**

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board of Trustees meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the District Office at (530) 347-3165. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services.

**DOCUMENT AVAILABILITY**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda, including documents distributed to the board less than 72 hours in advance of a board meeting are available for public inspection at the District office located at 20512 West First Street, Cottonwood, CA 96022 during normal business hours.

NOTE: Copies of the agenda, approved board minutes and board packets may be reviewed/downloaded on the Cottonwood Union School District's website at [www.cwusd.com](http://www.cwusd.com). Each month's board packet will be available on the website after 3:00 p.m. on the Friday prior to the Regular Board Meeting.

**To review and/or print a board packet:**

Go to [www.cwusd.com](http://www.cwusd.com)

Click on [Board of Trustees](#) in the right hand column

Click on [Board Meeting Documents](#) in the left hand column, and

Click on [Meeting Agendas, Minutes, or Board Meeting Packets](#) to review or download as you would like.

**Cottonwood Union School District**

**20512 W. First Street  
Cottonwood, CA 96022**

**MINUTES for Tuesday, March 15, 2016, 6:30 P.M.**

Regular Board Meeting, West Cottonwood Library

Members Present: Mr. Iles, Mr. Kohler, Mrs. Semingson, Mrs. Cordova  
Members Absent: Mr. Vazquez  
Others Present: Superintendent Dr. David Alexander  
Principals: Doug Geren, Don Ray  
Laura Merrick, Business Manager  
Becky Bragg, Administrative Assistant  
Staff: Nine staff members were present along with approximately eighty-five community members

- 1.0 **Call Regular Meeting to Order-** Mrs. Semingson called regular meeting to order at 6:30 p.m.
- 2.0 **Pledge of Allegiance** led by Mrs. Semingson.
- 3.0 **Approval of Agenda**  
**ACTION:** Mr. Kohler moved, seconded by Mr. Iles, to approve the agenda as presented.  
**VOTE:** Unanimous in favor
- 4.0 **Recognition (Students, Staff)/Curriculum Review –**  
**Star Performers – North Cottonwood** – sixteen students recognized  
**Student of the Month – West Cottonwood** – three students recognized
- 5.0 **Public Forum/Hearing of Persons Wishing to Address the Board –**  
Mrs. Kizer expressed her appreciation of the curriculum team and summer planning days.
- 6.0 **Consent Agenda**
  - 6.1 Review of Consent Agenda
    - 6.1.1 Approval of Board Meeting Minutes for:  
Regular Board Meeting held on February 16, 2016
    - 6.1.2 Accept Letter of Resignation from **Zach Westaby**- Teacher
    - 6.1.3 Consider Approval of Contract with Dannis,  
Woliver, and Kelly- Legal Services
  - 6.2 Approval of Consent Agenda  
**ACTION:** Mr. Kohler moved, seconded by Mr. Iles, to approve the agenda as presented.  
**VOTE:** Unanimous in favor

**7.1 Discussion/Action Items:**

- 7.2 Board members to complete Statement of Economic Interest Forms. (Due to District Office by April 1). The Form 700 and Reference Pamphlet are available for download at <http://www.fppc.ca.gov/index.php?id=500->**  
Board reminded of April 1, 2016 due date

- 7.3 Consider accepting the proposal from KCOE and ISOM Accountancy to perform the annual audits for the years ending 2016, 2017, and 2018.**  
**ACTION:** Mr. Kohler moved, seconded by Mrs. Cordova to have further investigation into auditors before accepting the proposal  
**VOTE:** Unanimous in favor

- 7.4 Consider approval of the Commercial Warrants.**  
**ACTION:** Mrs. Cordova moved, seconded by Mr. Iles to approve the Commercial Warrants  
**VOTE:** Unanimous in favor

- 7.5 Consider approval of the Second Interim for the 2015/2016 fiscal year.**  
Mrs. Merrick, Business Manager, presented the Second Interim report to the board and highlighted the changes made since the First Interim Report. The Second Interim report was filed with a Positive Certification. Increased GAP percentages for the coming years resulting in increased revenue and removed or reduced the projected deficits for coming years. A narrative, cash flow, multi-year projection, ending balance component sheet, and SACS report were all part of the report. The board was also presented with the Second Interim for the Cottonwood Creek Charter School. The charter school board reviewed and approved their budget report yesterday (3/14/16).  
**ACTION:** Mr. Kohler moved, seconded by Mrs. Cordova, to approve the Second Interim for the 2015/2016 fiscal year.  
**VOTE:** Unanimous in favor

- 7.6 Review and accept corrective action pertaining to the 2014/2015 Audit Findings and Recommendations.**  
**ACTION:** Mrs. Cordova moved, seconded by Mr. Iles, to accept corrective action pertaining to the 2014/2015 Audit Findings and Recommendations.  
**VOTE:** Unanimous in favor

- 7.7 Consider Approval of 2016/17 School Calendar.**  
**ACTION:** Mr. Kohler moved, seconded by Mrs. Cordova, to approve the 2016/17 Calendar after moving December 14<sup>th</sup> Collaboration Day to December 7<sup>th</sup>.  
**VOTE:** Unanimous in favor

**7.8 Consider Approval: Board Policies/ Administrative Regulations (Second Reading)**

BP/AR 4030 – Nondiscrimination In Employment

BP 4121 – Temporary/Substitute Personnel

AR 4261.1 – Personal Illness/Injury Leave

BP/AR 5111.1 – District Residency

BP/AR 5141 – Health Care and Emergencies

BP/AR 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction

BP/AR 6173 – Education for Homeless Children

AR 6173.1 – Education for Foster Youth

BP 6179 – Supplemental Instruction

BP/AR 3270 – Sale and Disposal of Books, Equipment and Supplies

AR 3311 – Bids

AR 3512 – Equipment

AR 4112.23 – Special Education Staff

AR 4119.11/4219.11/4319.11 – Sexual Harassment

BP/AR 4154/4254/4354 – Health and Welfare Benefits

AR 5112.2 – Exclusions from Attendance

BP/AR 5141.31 – Immunizations

BP 6190 – Evaluation of the Instructional Program

BP 5131.7 Weapons and Dangerous Instruments

**ACTION:** Mr. Kohler moved, seconded by Mr. Iles, to approve all Board Policies and Administrative Regulations except BP 5131.7, BP/AR 5141.31, and BP/AR 6142.1. Future discussion regarding pulled Policies and Regulations.

**VOTE:** Unanimous in favor

The three policies that were pulled will be discussed individually at a future meeting.

**7.9 Consider Approval of the following Personnel**

**7.9.1 Summer School Teachers (2)**

**ACTION:** Mr. Iles moved, seconded by Mrs. Cordova, to approve the Personnel request for 2 Summer School Teachers

**VOTE:** Unanimous in favor

**7.9.2 Summer School Principal- Stipened**

**ACTION:** Mr. Iles moved, seconded by Mrs. Cordova, to approve the Personnel request for Summer School Principal- Stipened

**VOTE:** Unanimous in favor

**8.0 Informational Items:**

8.1 **CTA Report-** No report given.

8.2 **Superintendent's Report-** Dr. Alexander presented a LCAP update and shared progress toward LCAP advisory meetings. He updated the board on the 7-11 Committee and shared that the first meeting will be April 6, 2016 at 6 p.m.. Dr. Alexander gave a short presentation on recent updates of the district website.

8.3 **Principal's Reports-**

**Mr. Ray** shared Mrs. Cordova will be Principal for the Day and attended the Principal for a Day Breakfast hosted by the Shasta County Office of Education. He expressed his thanks for the curriculum team. The Star Program kids will be attending Peter Pan Jr. and the Transitional Kindergarten and Kindergarten Round-up meeting will be held soon.

**Mr. Geren** shared the projection screen and speakers were installed in the library. A new Instructional Aide will be starting soon and a bus driver is in training. The clothing drive Ms. Zambrano is heading is going great. The West Leadership Team is in the process of working on a schedule that will increase instructional minutes and offer electives such as Ag, theater, Dance, Choir. Baseball and Softball season has begun.

8.4 **Curriculum/ Instructional Leads Report**

**North-** Mrs. Madison and Mrs. Brogoitti presented a report on their mid-year results for comprehension and fluency.

**West-** Mrs. Wright presented a report on intervention for reading and math.

**9.0 Information/Communication Items:**

9.1 Shasta County Pooled Investment Report for January, 2016.

9.2 Letter from De'An Chambless, SCOE regarding First Interim Report for 2015/16.

**10.0 Governing Board Discussion and Suggested Agenda Items**

10.1 Discussion of Professional Development, Training, and Conferences-  
A short discussion was held about professional development that our staff has participated in this year.

**11.0 Future Meetings:**

11.1 Regular Board Meeting, **Tuesday, April 19, 2016, 6:30 p.m.** in the West Cottonwood School Library, 20512 W. First Street, Cottonwood, CA 96022.

**12.0 Closed Session: Adjournment to Closed Session at 9:57 p.m. to consider and/or take action upon the following items:**

- 12.1 Pursuant to Government Code Section 54957,  
Public Employee Discipline/Dismissal/Release/Evaluation
- 12.2 Pursuant to Government Code Section 54957.6  
Conference with Labor Negotiator: District Negotiator: Superintendent  
Alexander RE: Unrepresented Employees
- 12.3 Pursuant to Government Code Section 54957  
Public Employee Performance Evaluation – Superintendent

**Public Notice of Action Taken in Closed Session-**

No action taken

**13.0 Adjournment-** the meeting adjourned at 9:32 p.m.

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Judy Semington, President

\_\_\_\_\_  
Tom Vazquez, Clerk

\_\_\_\_\_  
Matt Iles, Member

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Gerald Kohler, Member

\_\_\_\_\_  
Kimberly Cordova, Member



**Cottonwood Union School District  
20512 W. First Street  
Cottonwood, CA 96022**

**MINUTES for Tuesday, March 30, 2016, 8:30 A.M.**  
Special Board Meeting, Cottonwood Union School District Office

Members Present: Mr. Kohler, Mrs. Semingson, Mrs. Cordova, Mr. Vazquez  
Members Absent: Mr. Iles  
Others Present: Superintendent Dr. David Alexander  
Laura Merrick, Business Manager

**1.0 Call Meeting to Order-**Mrs. Semingson called special meeting to order at 8:34a.m.

**2.0 Approval of Agenda**

**ACTION:** It was moved by Mr. Vazquez, seconded by Mr. Kohler, to approve the agenda as presented.

**VOTE:** Unanimous in favor

**3.0 Public Forum/Hearing of Persons Wishing to Address the Board –**  
None at this time

**4.0 Discussion/Action Items:**

4.1 Consider accepting the annual audit proposal for future year(s)

**ACTION:** It was moved by Mr. Kohler, seconded by Mrs. Cordova, to accept the one-year annual audit proposal from KCOE and ISOM for the year ending 2016

**VOTE:** Three ayes and one opposed by Mr. Vazquez

**5.0 Closed Session: Adjournment to Closed Session at 8:41 a.m. to consider and/or take action upon the following items:**

5.1 Pursuant to Government Code Section 54957.6  
Conference with Labor Negotiator: District Negotiator: Superintendent  
Alexander RE: Unrepresented Employees

**Public Notice of Action Taken in Closed Session-**

**ACTION:** It was moved by Mr. Vazquez, seconded by Mrs. Kohler, to add step 24 to the classified salary schedule

**VOTE:** Unanimous in favor

**6.0 Adjournment-** the meeting adjourned at 8:50 a.m.

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Judy Semingson, President

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Tom Vazquez, Clerk

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Matt Iles, Member

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Greald Kohler, Member

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Kimberly Cordova, Member

**Shasta Family YMCA and Cottonwood Union School District  
COLLABORATIVE SUMMER DAY CAMP AND AQUATICS PROGRAM  
Interagency Memorandum of Understanding  
June 6 – July 29, 2016**

The following is an agreement between the Shasta Family YMCA and the Cottonwood Union School District in order to provide a Summer Day Camp and Aquatic program for children 5-14 years of age.

**Parties to this Agreement: Shasta Family YMCA and the Cottonwood Union School District**

**Goal:** To provide a Summer Day Camp and Aquatic program that offers the children of the Cottonwood community a safe, recreational environment from June 6 – July 29, 2016, M-F, 7:00am to 6:00pm.

**The Shasta Family YMCA commits to the following:**

1. To provide qualified program staff for the number of children attending. This includes all of the employee and payroll responsibilities.
2. To provide training and support to the staff including initial training and on-going supervision and guidance.
3. To provide a daily schedule of activities that is safe and fun.
4. To provide the opportunity for swimming and swim lessons to program participants and the community.
5. To provide all of the materials and supplies needed for activities.
6. To provide a morning and afternoon snack including the food and supplies needed for the for nutritional curriculum components.
7. To be responsible for participant registrations, attendance records, financial accounts and marketing program information.
8. To collect for the district the community swim fee of \$2.00 per person and turn into the office by 3:00pm each day.
9. To provide to the district a certificate of liability insurance from the Y's insurance carrier.

**Cottonwood Union School District commits to the following:**

1. To provide facilities at no cost for the day camp and aquatic program—Swimming pool, one large activity room, playground area and available restrooms.
2. To provide the custodial time needed to maintain the areas used by the YMCA program.
3. To assist with the cost of wages for three lifeguards to work during community swim time, 1:00-3:00pm. \$1,000.00 would be appreciated and very helpful in covering a portion of the cost of afternoon Y life guards.

**Terms of Agreement:**

The term of this Agreement shall be for June 6 –July 29, 2016.

Shasta Family YMCA and the Cottonwood Union School District will collaborate in providing a summer day camp and aquatic program after this date as signed below, and they will renegotiate this Agreement annually.

If either party fails to satisfactorily follow through with the commitments listed in this Agreement, then the other party may terminate this agreement with a 60-day written notice to the other party.

**Signatures:**

The parties hereby agree to the commitments and terms of this Agreement:

**Shasta Family YMCA:**

Name: Kristen Lyons Title: CEO Phone: 530-246-9622

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

Name: Linda Delles Title: Director of Child Care & Camps Phone: 530-246-9622

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

**Cottonwood Union School District:**

Name: David Alexander Title: District Superintendent Phone: 530-347-3165

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

Name: \_\_\_\_\_ Title: Principal Phone: 530-347-1698

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



**FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

January 25, 2016

To: Dr. Alexander, CUSD Superintendent  
From: Linda Delles, Director of Child Care and Camps  
Subject: Facility Use Request for YMCA Summer Day Camp and Aquatic Program

Enclosed is a Facility Use Request for West Cottonwood School. Shasta Family YMCA would like to operate Summer Day Camp and Aquatic program during Summer Recess for the students in the Cottonwood Community.

Summer Camp: Monday, June 6 through Friday, July 29, 2016, 7:00am-6:00pm.  
Approximately 40 students and 4 staff (Morning and Afternoon)  
Serves children kindergarten-8<sup>th</sup> grade

During the Summer Camp, we incorporate a summer academic enrichment curriculum in reading and math to help prevent summer learning loss. This will include daily reading, literature and language activities as well as math games. Our aquatic plans include morning swim lessons and afternoon swim time available for campers and community members.

Please let me know when would be a good time to set up a meeting to discuss our summer plans for Y Camp and the Cottonwood Aquatics program at West Cottonwood School. Parents are already inquiring. Thank you and hopefully this will be a dynamic summer for all!

# APPLICATION FOR USE OF SCHOOL FACILITIES

COTTONWOOD UNION SCHOOL DISTRICT  
20512 WEST FIRST STREET  
TELEPHONE: (530) 347-3123

No.

SITE REQUESTED: ☒ WEST ☐ EAST

FACILITY REQUESTED: ROOM NO./NAME

SWIMMING POOL ☒ \_\_\_\_\_

GYM ☒ \_\_\_\_\_

MULTI-PURPOSE RM ☐ \_\_\_\_\_

MUSIC ROOM ☐ \_\_\_\_\_

CLASSROOM(S) ☒ 2

ATHLETIC FIELDS ☐ \_\_\_\_\_

LIBRARY ☐ \_\_\_\_\_

OTHER ☐ \_\_\_\_\_

SPECIFY: \_\_\_\_\_

DATE(S) OF USE: 6/6 - 7/29 2016

SPONSOR: Shasta Family YMCA

EVENT SCHEDULED: Summer Camp

TIME OF USE: FROM 7:00 AM TO 6:00 PM  
(INCLUDE REHEARSAL AND PREPARATION TIME)

SPECIAL EQUIPMENT OR ARRANGEMENTS NEEDED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXPECTED ATTENDANCE: 40 Students

WILL ADMISSION BE CHARGED? ☒ YES ☐ NO - IF YES, ESTIMATED GROSS PROCEEDS \$ 4,000 WK

PROCEEDS TO BE USED FOR: Staffing, Program Supplies, Food, Guest Speakers

IT IS UNDERSTOOD THAT THIS ORGANIZATION AND ITS OFFICERS ACCEPT FULL RESPONSIBILITY FOR THE CARE AND USE OF THE SCHOOL PROPERTY AND WE FURTHER AGREE THAT USE OF SCHOOL FACILITIES BY US CONFORMS TO THE PROVISIONS OF THE EDUCATION CODE AND THE RULES AND REGULATIONS OF THE BOARD OF EDUCATION.

A COMPLETE HOLD HARMLESS AGREEMENT AND INSURANCE CERTIFICATE (IF APPLICABLE) ARE REQUIRED.

APPROVAL:

SUBMITTED BY:

\_\_\_\_\_  
PRINCIPAL

Shasta Family YMCA  
NAME OF ORGANIZATION

\_\_\_\_\_  
DISTRICT OFFICE

Linda Delles  
OFFICER OR AUTHORIZED AGENT

ALL FEES PAYABLE IN ADVANCE

1155 N. Court St., Redding 96001  
ADDRESS

FEE: \$ \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_

530-246-9622

DATE PAID: \_\_\_\_\_ 19 \_\_\_\_\_

PHONE

1/25/16

DATE OF REQUEST

DISTRICT OFFICE USE ONLY  
INSURANCE CERTIFICATE RECEIVED

☐ YES ☐ NO ☐ NOT APPLICABLE

## JOINT USE AGREEMENT FOR USE OF FACILITIES AND CONTRACTED SERVICES

Northern California Schools Insurance Group Joint Powers Authority (NCSIG), on behalf of its Member Public Educational Agencies located in Shasta County (PEA's), hereby enters into agreement with Shasta County Young Men's Christian Association, dba Shasta Family YMCA (YMCA) as follows:

1. This joint use agreement shall be in effect for a period of (3) years beginning June 15, 2015 and ending June 15, 2018.
2. Whereas, NCSIG Member PEA's own real property and improvements including facilities and active use areas which are capable of being used by the YMCA for community recreational and educational purposes; and

Whereas, the YMCA is owner of real property and improvements including facilities and active use areas which are capable of being used by NCSIG Member PEA's for educational and recreational purposes; and

Whereas, this agreement is entered into pursuant to the provisions of Education Code Section 10900, *et seq.*

3. While the YMCA is sponsoring programs and providing services utilizing NCSIG Member PEA's facilities or equipment: YMCA shall defend, indemnify, and hold harmless the respective NCSIG Member Public Educational Agencies, their elected or appointed officials, employees, agents and volunteers harmless from and against any and all liability, loss expense, including reasonable attorney fees, or claims for injuries or damages caused by or resulting from negligent or intentional acts, including but not limited to negligent supervision by the YMCA, its officers, officials, employees, or volunteers.
4. While the NCSIG Member PEA's are using YMCA facilities or equipment: The respective NCSIG Member Public Educational Agencies, shall defend, indemnify, and hold harmless the YMCA, its officers, officials, employees, and volunteers harmless from and against any and all liability, loss expense, including reasonable attorney fees, or claims for injuries or damages caused by or resulting from negligent or intentional acts, including but not limited to negligent supervision by the respective NCSIG Member Public Educational Agencies, their elected or appointed officials, employees, agents and volunteers.
5. During the term of this agreement, YMCA shall annually provide to NCSIG, a Certificate of Insurance evidencing the following coverage's:

Commercial General Liability on an occurrence form. Policy to include Professional Liability Coverage and Sexual Abuse Liability Coverage with a minimum limit of \$5,000,000 each occurrence and \$5,000,000 aggregate.

Additional Insured Provision: General Liability policy to name the Northern California Schools Insurance Group Member Public Educational Agencies located in Shasta County, their elected or appointed officials, employees, agents as additional insureds during the YMCA use of a PEA owned property.

Primary Insurance Provision: YMCA to provide endorsement showing YMCA's coverage shall be primary coverage as respects to the NCSIG Member PEA's, their elected or appointed officials, employees, agents and volunteers during the YMCA's use of a PEA owned property. Any insurance, self-insurance or insurance pool coverage maintained by the NCSIG Member PEA's, their elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Business Auto Liability: At least \$1,000,000 combined single limit per accident including owned, non-owned and hired automobiles if transporting any PEA personnel; students or property. The PEA, its elected or appointed officials, employees, agents and volunteers shall be named as additional insureds by endorsement.

Workers' Compensation: As required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.

6. During the term of this agreement, NCSIG shall annually provide to YMCA, a Certificate of Coverage evidencing the following coverage's:

Commercial General Liability on an occurrence form. Policy to include Professional Liability Coverage and Sexual Abuse Liability Coverage with a minimum limit of \$5,000,000 each occurrence and \$5,000,000 aggregate.

Additional Covered Party Provision: General Liability policy to provide an endorsement naming the Shasta Family YMCA, its officers, employees and volunteers as additional covered party during a PEA use of a YMCA owned property.

Primary Insurance Provision: NCSIG to provide an endorsement showing that NCSIG Member PEA's coverage is primary coverage as respects the YMCA, its officers, employees and volunteers during a NCSIG Member PEA's use of a YMCA owned property. Any insurance or self-insurance maintained by the YMCA, its officers, officials, employees and volunteers shall be excess of NCSIG Member PEA's and shall not contribute with it.

7. NCSIG and the YMCA agree that the terms of the hold harmless and indemnification in Section 3, and Certificate of Insurance terms as shown in Section 5 above, shall supersede the hold harmless and indemnification agreement and insurance required of applicant terms which may be contained in a NCSIG Member PEA's "Use of Facilities" form.



8. NCSIG Member PEA's reserve the right to deny the use of their facilities or equipment to the YMCA or to not accept the terms of this agreement, at the PEA's sole discretion.
9. All certificates, notices, requests and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To NCSIG at:                      Northern California Schools Insurance Group  
310 Hemsted Drive, #200  
Redding, CA 96001  
Attn: Erik J. Knak, JPA Manager

To the YMCA at:                      Shasta Family YMCA  
1155 North Court Street  
Redding, CA 96001  
Attn: Kristen Lyons

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

**Northern California Schools Insurance Group JPA**

\_\_\_\_\_  
Adam Hillman, NCSIG President

\_\_\_\_\_  
Date

**Shasta Family YMCA**

\_\_\_\_\_  
Kristen Lyons, Chief Executive Officer

\_\_\_\_\_  
Date

NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP	
Membership Effective 7-1-2014 to 7-1-2015	
<b>SHASTA COUNTY</b>	
Anderson Union High School District	Redding Elementary School District
Anderson Union High School	Bonny View Elem.
West Valley High School	Cypress Elem.
New Technology High School	Juniper Academy
Bella Vista Elementary School District	Manzanita Elem.
Black Butte Elementary School District	Sequoia Middle School
Cascade Union Elementary School District	Sycamore Elem.
Anderson Heights Elem. School	Turtle Bay Elem.
Anderson Middle School	Shasta County Office of Education
Meadow Lane Elem. School	Shasta Charter Academy
Castle Rock Union Elementary School District	Shasta Trinity Regional Occupation Program
Chrysalis Charter School	Shasta Trinity Schools Insurance Group JPA
Columbia Elementary School District	Shasta Union Elementary School District
Columbia Elementary School	Shasta Union High School District
Mountain View Middle School	Enterprise High School
Cottonwood Creek Charter School	Foothill High School
Cottonwood Union Elementary School District	Pioneer High School
East Cottonwood Elem. School	North State Independence HS
North Cottonwood Elem. School	Shasta High School
West Cottonwood Jr. High School	University Preparatory Charter School
Enterprise Elementary School District	Whitmore Elementary School District
Alta Mesa Elem. School	
Boulder Creek Elem. School	
Lassen View Elem. School	
Mistletoe Elem. School	
Parsons Jr. High School	
Rother Elem. School	
Shasta Meadows Elem. School	
Fall River Jt. Unified School District	
French Gulch Whiskeytown Elem. School District	
Gateway Unified School District	
Buckeye School of the Arts	
Central Valley High School	
Grand Oaks Elem. School	
Mountain Lakes High School	
Shasta Lake School	
Grant Elementary School District	
Happy Valley Elementary School District	
Igo Ono Platina Elementary School District	
Indian Springs Elementary School District	
Junction Elementary School District	
Millville Elementary School District	
Monarch Learning Center - Charter School	
Mountain Union Elementary School District	
North Cow Creek Elementary School District	
Northern Summit Academy	
Oak Run Elementary School District	
Pacheco Union Elementary School District	
<b>Notes:</b>	
Listing of Members is not a complete listing of all schools within that district.	
<b>NO COVERAGE IS PROVIDED FOR PARENT/BOOSTER/AUXILIARY GROUPS (ie: Music/Sports Boosters, PTO's, etc).</b>	

**Shasta Family YMCA and Cottonwood Union School District  
COLLABORATIVE PRESCHOOL PROGRAM  
Interagency Memorandum of Understanding  
2016-2017 School Year**

The following is an agreement between the Shasta Family YMCA and the Cottonwood Union School District in order to provide an early learning preschool and child care program for students 3 to 5 years of age.

**Parties to this Agreement: Shasta Family YMCA and the Cottonwood Union School District**

**Goal:** To provide a preschool program that meets state licensing requirements and offers the children of North Cottonwood Y Preschool a safe, enriching learning environment from 7:00am to 6:00pm.

**The Shasta Family YMCA commits to the following:**

1. To provide qualified program staff for the number of children attending. This includes all of the employee and payroll responsibilities.
2. To provide training and support to the staff including initial training and on-going supervision and guidance.
3. To provide a daily schedule of activities that is based on the preschool state standards. Thematic curriculum balances indoor/outdoor time, teacher-directed and child-initiated activities, learning centers that promote early literacy, cognitive, physical and social-emotional development, as well as school readiness.
4. To track each child's academic, social/emotional and physical abilities with developmental assessments in the fall and spring. Parent conferences will be held twice a year following assessments to set goals and enhance parent-school relationships. Curriculum planning will target areas of needed growth.
5. To provide all of the materials and supplies needed for classroom activities.
6. To provide a morning and afternoon snack including the food and supplies needed for the meals and for nutritional curriculum components.
7. To be responsible for student enrollment, student files, attendance records, child care financial accounts and marketing program information.
8. To provide to the district a certificate of liability insurance from the Y's insurance carrier.

**Cottonwood Union School District commits to the following:**

1. To provide facilities for the preschool program—one classroom, preschool playground area and available restrooms at no cost.
2. To provide age-appropriate tables (22") and chairs (13") to serve 24 children.
3. To provide the custodial time needed to maintain the areas used by the preschool program.
4. To provide the opportunity for parents to purchase lunches from the school's cafeteria food program.
5. To include the YMCA preschool Site Director in applicable North Cottonwood School staff meetings to maintain good program communication and a seamless transition into kindergarten.

**Terms of Agreement:**

The term of this Agreement shall be for the 2016–2017 school year.

Shasta Family YMCA and the Cottonwood Union School District will collaborate in providing a preschool program after this date as signed below, and they will renegotiate this Agreement annually.

If either party fails to satisfactorily follow through with the commitments listed in this Agreement, then the other party may terminate this agreement with a 90-day written notice to the other party.

**Signatures:**

The parties hereby agree to the commitments and terms of this Agreement:

**Shasta Family YMCA:**

Name: Kristen Lyons Title: CEO Phone: 530-246-9622

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

Name: Linda Delles Title: Director of Child Care & Camps Phone: 530-246-9622

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

**Cottonwood Union School District:**

Name: David Alexander Title: District Superintendent Phone: 530-347-3165

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

Name: Don Ray Title: Principal Phone: 530-347-1698

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

**Shasta Family YMCA and Cottonwood Union School District  
COLLABORATIVE ASES AFTERSCHOOL PROGRAM  
Interagency Memorandum of Understanding  
2016-2017 School Year**

The following is an agreement between the Shasta Family YMCA and the Cottonwood Union School District in order to provide an ASES Afterschool enrichment program for students K through 4<sup>th</sup> Grade.

**Parties to this Agreement: Shasta Family YMCA and the Cottonwood Union School District**

**Goal:** To provide an afterschool program that meets the state's ASES requirements and offers the students of North Cottonwood School a safe, educational and fun environment from school dismissal until 6:00pm.

**The Shasta Family YMCA commits to the following:**

1. To provide qualified program staff for the number of children attending. This includes all of the employee and payroll responsibilities.
2. To provide training and support to the staff including initial training and on-going supervision and guidance.
3. To provide a daily schedule of activities that is based on the state standards and ASES requirements. Curriculum will include a balance indoor/outdoor time, teacher-directed and student-initiated activities, such as homework time, enrichment clubs and physical games .
4. To provide all of the materials and supplies needed for program activities.
5. To provide the food and supplies needed for the cooking projects and for nutritional curriculum components.
6. To be responsible for student enrollment, student files, attendance records, child care financial accounts and marketing program information.
7. To provide to the district a certificate of liability insurance from the Y's insurance carrier.

**Cottonwood Union School District commits to the following:**

1. To provide facilities for the afterschool program that meet the need for the number of students enrolled—classrooms, gym, playground, restrooms.
2. To provide alternative areas when assigned areas are in use for meetings and special events.
3. To provide the custodial time needed to maintain the areas used by the afterschool program.
4. To provide the daily snack from the school's cafeteria food program.
5. To include the YMCA Afterschool Site Director in applicable North Cottonwood School staff meetings to maintain good program communication for school-afterschool continuity.

**Terms of Agreement:**

The term of this Agreement shall be for the 2016–2017 school year.

Shasta Family YMCA and the Cottonwood Union School District will collaborate in providing a preschool program after this date as signed below, and they will renegotiate this Agreement annually.

If either party fails to satisfactorily follow through with the commitments listed in this Agreement, then the other party may terminate this agreement with a 90-day written notice to the other party.

**Signatures:**

The parties hereby agree to the commitments and terms of this Agreement:

**Shasta Family YMCA:**

Name: Kristen Lyons Title: CEO Phone: 530-246-9622

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

Name: Linda Delles Title: Director of Child Care & Camps Phone: 530-246-9622

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

**Cottonwood Union School District:**

Name: David Alexander Title: District Superintendent Phone: 530-347-3165

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

Name: Don Ray Title: Principal Phone: 530-347-1698

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

April 6, 2016

To whom it may concern,

I am informing you of my resignation from my position as an Instructional Aide at North Cottonwood Elementary. My last day of employment is April 20, 2016. Two weeks from today. Thank you for the opportunity to work at such an excellent school. I've truly enjoyed the experience.

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie Benfer". The signature is fluid and cursive, with the first name "Natalie" written in a larger, more prominent script than the last name "Benfer".

Natalie Benfer  
530-604-9937

Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			ACCURATE LABEL DESIGN (000498/1) 6020 PARKWAY NORTH DR STE 500 CUMMING, GA 30040							
FP	2015/16	03/18/16	R4816-00356	VISITOR PASS	145461	04/08/16	Audit	219.95	16.50	236.45
			2016 (001242) 01-020-0000-2700-4510-0000-2700-100-				236.45			
Check #			BatchId				Check Date	PO# P4816-00356	Register #	
Total Invoice Amount								219.95		
AP Vendor			AMAZON/ SYNCB (000560/2) P.O. BOX 530958 ATLANTA, GA 30353-0958							
FP	2015/16	02/22/16	R4816-00326	BOOKS	088597280860	04/08/16	Audit	365.69		365.69
			2016 (001358) 01-001-0000-7200-5801-0000-7200-000-							
Check #			BatchId				Check Date	PO# P4816-00326	Register #	
FP	2015/16	02/24/16	R4816-00328	THE ENERGRY BUS	033011416081	04/08/16	Audit	332.86		332.86
			2016 (001358) 01-001-0000-7200-5801-0000-7200-000-							
Check #			BatchId				Check Date	PO# P4816-00328	Register #	
FP	2015/16	03/07/16	R4816-00341	TONER DRUM	250676443209	04/08/16	Audit	25.07		25.07
			2016 (001159) 01-020-1100-2420-4310-0000-2420-100-							
Check #			BatchId				Check Date	PO# P4816-00341	Register #	
Total Invoice Amount								723.62		
AP Vendor			AMERICAN MUSICAL SUPPLY (000690/1) 8 THORNTON RD OAKLAND, NJ 07436							
FP	2015/16	02/18/16	R4816-00317	PORTABLE PA SYSTEM	P153800201015	04/08/16	Audit	999.99	75.00	1,074.99
			2016 (003447) 01-050-0100-2420-4410-1110-1000-100-				1,074.99			
Check #			BatchId				Check Date	PO# P4816-00317	Register #	
Total Invoice Amount								999.99		
Direct Vendor			ANDERSON UNION HIGH SCHOOL DST (000085/1) 1469 FERRY ST ANDERSON, CA 96007							
	2015/16	04/01/16		TECH JAN-MAR16	INV16-00137	04/12/16	Audit	10,951.07		10,951.07
			2016 (001340) 01-020-0000-1110-5630-1110-1000-100-				5,475.54			
			2016 (001323) 01-050-0000-1110-5630-1110-1000-100-				5,475.53			
Total Invoice Amount								10,951.07		

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Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016						Bank Account COUNTY - County				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		ANDERSON-COTTONWOOD DISP SRVCE (000005/1) PO BOX 541065 LOS ANGELES, CA 90054-1065								
2015/16	04/01/16	R4816-00308	DISPOSAL SERVICE	1645038-0531-3	04/08/16	Audit		866.02		866.02
		2016 (002086) 01-001-0000-8240-5510-0000-8200-000-								
Check #				BatchId	Check Date		PO# P4816-00308		Register #	
2015/16	04/01/16	R4816-00308	DISPOSAL SERVICE	1645039-0531-1	04/08/16	Audit		742.42		742.42
		2016 (002086) 01-001-0000-8240-5510-0000-8200-000-								
Check #				BatchId	Check Date		PO# P4816-00308		Register #	
Total Invoice Amount								1,608.44		
AP Vendor		AXNER EXCAVATING (000143/1) 2900 OLD OREGON TRAIL REDDING, CA 96003								
FP	2015/16	03/03/16	R4816-00357	BURN OUT	L941482	04/08/16	Audit	257.98		257.98
		2016 (001245) 01-020-0000-8110-4510-0000-8110-100-								
		2016 (001255) 01-050-0000-8110-4510-0000-8110-100-								
Check #				BatchId	Check Date		PO# P4816-00357		Register #	
Total Invoice Amount								257.98		
Direct Vendor		BEST BUY (000566/1) 7601 PENN AVENUE SOUTH RICHFIELD, MN 55422-3645								
2015/16	03/23/16		MINI PORT	2246002	04/12/16	Audit		37.61		37.61
		2016 (001247) 01-001-0000-2700-4510-0000-2700-100-								
Total Invoice Amount								37.61		
AP Vendor		BOUND TO STAY BOUND BOOKS INC (000076/2) DEPT #610 PO BOX 790044 ST. LOUIS, MO 63179-0044								
2015/16	03/08/16	R4816-00340	LIBRARY BOOKS	926792	04/08/16	Audit		428.18		428.18
		2016 (003621) 01-020-0100-0180-4210-0000-2420-000-								
Check #				BatchId	Check Date		PO# P4816-00340		Register #	
Total Invoice Amount								428.18		
AP Vendor		CALIFORNIA SAFETY CO (000021/1) PO BOX 990956 REDDING, CA 96099-0956								

Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			CALIFORNIA SAFETY CO (000021/1)		(continued)					
2015/16	04/04/16	R4816-00309	ALARM JAN 16- JUN 16	324415	04/08/16	Audit		50.00		50.00
		2016 (003205)	01-001-0000-0000-5630-0000-3600-000-							
		2016 (001335)	01-020-0000-2700-5630-0000-2700-100-							
		2016 (001341)	01-030-0000-2700-5630-0000-2700-100-							
		2016 (001324)	01-050-0000-2700-5630-0000-2700-100-			50.00				
Check #		Batchld		Check Date		PO# P4816-00309		Register #		
2015/16	04/04/16	R4816-00309	ALARM JAN 16- JUN 16	324416	04/08/16	Audit		150.00		150.00
		2016 (003205)	01-001-0000-0000-5630-0000-3600-000-							
		2016 (001335)	01-020-0000-2700-5630-0000-2700-100-			150.00				
		2016 (001341)	01-030-0000-2700-5630-0000-2700-100-							
		2016 (001324)	01-050-0000-2700-5630-0000-2700-100-							
Check #		Batchld		Check Date		PO# P4816-00309		Register #		
2015/16	04/04/16	R4816-00309	ALARM JAN 16- JUN 16	324928	04/08/16	Audit		25.00		25.00
		2016 (003205)	01-001-0000-0000-5630-0000-3600-000-							
		2016 (001335)	01-020-0000-2700-5630-0000-2700-100-							
		2016 (001341)	01-030-0000-2700-5630-0000-2700-100-			25.00				
		2016 (001324)	01-050-0000-2700-5630-0000-2700-100-							
Check #		Batchld		Check Date		PO# P4816-00309		Register #		
2015/16	04/04/16	R4816-00309	ALARM JAN 16- JUN 16	325020	04/08/16	Audit		71.00		71.00
		2016 (003205)	01-001-0000-0000-5630-0000-3600-000-			71.00				
		2016 (001335)	01-020-0000-2700-5630-0000-2700-100-							
		2016 (001341)	01-030-0000-2700-5630-0000-2700-100-							
		2016 (001324)	01-050-0000-2700-5630-0000-2700-100-							
Check #		Batchld		Check Date		PO# P4816-00309		Register #		
Total Invoice Amount								296.00		
Direct Vendor			CHARTER BUSINESS (000585/1)							
			P.O. BOX 60188							
			LOS ANGELES, CA 90060-0188							
2015/16	03/09/16		INTERNET	0309	04/12/16	Audit		1,371.28		1,371.28
		2016 (001388)	01-020-0000-2700-5920-0000-2700-100-			685.64				
		2016 (001386)	01-050-0000-2700-5920-0000-2700-100-			685.64				
Total Invoice Amount								1,371.28		

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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
Direct Vendor		COASTAL BUSINESS SYSTEMS LEASING COMPANY (000270/1) 336 FIRST ST EUREKA, CA 95501									
2015/16	03/17/16		DOC STAR	854191	04/12/16	Audit		233.28		233.28	
								2016 ( 001311) 01- 001- 0000- 7200- 5610- 0000- 7200- 000-			
Total Invoice Amount								233.28			
Direct Vendor		COTTONWOOD CHAMBER OF COMMERCE (000052/1) PO BOX 584 COTTONWOOD, CA 96022									
2015/16	04/08/16		2016 MEMBERSHIP	4	04/12/16	Audit		50.00		50.00	
								2016 ( 001300) 01- 001- 0000- 7200- 5310- 0000- 7200- 000-			
Total Invoice Amount								50.00			
Direct Vendor		COTTONWOOD WATER DISTRICT (000002/1) PO BOX 2130 COTTONWOOD, CA 96022									
2015/16	03/24/16		WATER SCA	594039SCA	04/12/16	Audit		1.35		1.35	
								2016 ( 001309) 01- 001- 0000- 8230- 5510- 0000- 8200- 000-			
2015/16	03/28/16		WATER	1825	04/12/16	Audit		497.24		497.24	
								2016 ( 001309) 01- 001- 0000- 8230- 5510- 0000- 8200- 000-			
Total Invoice Amount								498.59			
Direct Vendor		COUNTY OF SHASTA DEPT OF PUBLIC WORKS (000051/1) CSA DIV 1855 PLACER ST REDDING, CA 96001									
2015/16	03/31/16		SEWER FEES	033116	04/12/16	Audit		2,325.60		2,325.60	
								2016 ( 001308) 01- 001- 0000- 8220- 5510- 0000- 8200- 000-			
2015/16	03/31/16		SEWER FEE SCA	033116SCA	04/12/16	Audit		70.47		70.47	
								2016 ( 001308) 01- 001- 0000- 8220- 5510- 0000- 8200- 000-			
Total Invoice Amount								2,396.07			
AP Vendor		CREATIVE MATHEMATICS (000682/1) 4001 WEST END RD ARCATA, CA 95521									
FP 2015/16	03/16/16	R4816-00347	CURRICULUM	39628	04/08/16	Audit		1,077.21		1,077.21	
								2016 ( 001188) 01- 050- 1100- 0000- 4310- 1110- 1000- 100-			
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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		CREATIVE MATHEMATICS (000682/1)		(continued)						

Check #	BatchId	Check Date	PO# P4816-00347 *	Register #
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Total Invoice Amount	1,077.21
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AP Vendor  
CROSS PETROLEUM (000083/1)  
PO BOX 492200  
REDDING, CA 96049-2200

2015/16	03/15/16	R4816-00135	FUEL FOR VEHICLES	CL38345	04/08/16	Audit	1,189.41	1,189.41
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2016 (003195) 01-001-0000-0000-4601-0000-3600-000-  
2016 (001250) 01-001-0000-8120-4510-0000-8110-100-  
2016 (001889) 13-001-5310-0000-4510-0000-3700-000-

1,090.11  
99.30

Check #	BatchId	Check Date	PO# P4816-00135	Register #
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2015/16	03/31/16	R4816-00135	FUEL FOR VEHICLES	CL38594	04/08/16	Audit	819.63	819.63
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2016 (003195) 01-001-0000-0000-4601-0000-3600-000-  
2016 (001250) 01-001-0000-8120-4510-0000-8110-100-  
2016 (001889) 13-001-5310-0000-4510-0000-3700-000-

819.63

Check #	BatchId	Check Date	PO# P4816-00135	Register #
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Total Invoice Amount	2,009.04
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Direct Vendor  
CSM CONSULTING INC (000315/1)  
PO BOX 4408  
EL DORADO HILLS, CA 95762

2015/16	03/31/16		ERATE JAN-MAR	4965	04/12/16	Audit	750.00	750.00
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2016 (003156) 01-001-0000-2420-5801-0000-2420-100-

Total Invoice Amount	750.00
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Direct Vendor  
DANA ROCHLITZ REPAIR INC. (000101/1)  
5197-A DESCHUTES RD  
ANDERSON, CA 96007

2015/16	03/04/16		BUS #94	61495	04/12/16	Audit	137.80	137.80
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2016 (003205) 01-001-0000-0000-5630-0000-3600-000-

2015/16	03/15/16		BUS #193	61523	04/12/16	Audit	48.79	48.79
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2016 (003223) 01-001-0000-0000-4510-0000-3600-100-

2015/16	03/25/16		BUS # 94	61569	04/12/16	Audit	486.69	486.69
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2016 (003205) 01-001-0000-0000-5630-0000-3600-000-

Total Invoice Amount	673.28
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Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		EAGLE SOFTWARE (000228/1) 1065 N PACIFICENTER DR STE 400 ANAHEIM, CA 92806								
2015/16	02/19/16		RENEWAL	RN-4701	04/12/16	Audit		2,640.00		2,640.00
		2016 (001340)	01-020-0000-1110-5630-1110-1000-100-			1,320.00				
		2016 (001323)	01-050-0000-1110-5630-1110-1000-100-			1,320.00				
Total Invoice Amount								2,640.00		

AP Vendor		FEINER SUPPLY (000694/1) 5089 NE 12TH AVE OAKLAND PARK, FL 33334								
FP	2015/16	03/17/16	R4816-00345	INSTR MATERIALS	105332	04/08/16	Audit	84.90	6.37	91.27
			2016 (001188) 01-050-1100-0000-4310-1110-1000-100-				91.27			
	Check #			BatchId		Check Date	PO# P4816-00345		Register #	
						Total Invoice Amount	84.90			

Direct Vendor		FIRST NATIONAL BANK OMAHA VISA (000130/1) PO BOX 2818 OMAHA, NE 68103-2818								
2015/16	03/01/16		CONFERENCE	87389231	04/12/16	Audit		409.38		409.38
		2016 (003230)	01-020-0000-1110-5210-1110-1000-100-							
2015/16	03/12/16		CONFERENCE- PE	3226625707	04/12/16	Audit		348.90		348.90
		2016 (003230)	01-020-0000-1110-5210-1110-1000-100-							
2015/16	03/12/16		CONFERENCE - PE	3228286132	04/12/16	Audit		348.90		348.90
		2016 (003230)	01-020-0000-1110-5210-1110-1000-100-							
2015/16	03/29/16		FEE	329	04/12/16	Audit		11.06		11.06
		2016 (001247)	01-001-0000-2700-4510-0000-2700-100-							
2015/16	03/29/16		FEE	32916	04/12/16	Audit		2.79		2.79
		2016 (001247)	01-001-0000-2700-4510-0000-2700-100-							
2015/16	04/06/16		MTG SUPPLIES	848314	04/12/16	Audit		28.06		28.06
		2016 (001247)	01-001-0000-2700-4510-0000-2700-100-							
Total Invoice Amount								1,149.09		

AP Vendor		FLAGHOUSE (000696/1) 601 FLAGHOUSE DR. HASBROUCK HEIGHTS, NJ 07604								
FP	2015/16	03/23/16	R4816-00363	SP ED	P069565601019	04/08/16	Audit	46.55		46.55
			2016 (002371)	01-020-6500-0200-4310-5770-1110-100-						

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016							Bank Account COUNTY - County			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		FLAGHOUSE (000696/1) (continued)								
Check #				BatchId		Check Date		PO# P4816-00363	Register #	
Total Invoice Amount								46.55		
Direct Vendor		FRANZ FAMILY BAKERIES (000537/1) P.O. BOX 742654 LOS ANGELES, CA 90074-2654								
2015/16	02/29/16		BAKERY - CAFE	046300506013	04/12/16	Audit		123.85		123.85
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
2015/16	03/07/16		BAKERY - CAFE	046300506707	04/12/16	Audit		252.70		252.70
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
2015/16	03/14/16		BAKERY - CAFE	046300507416	04/12/16	Audit		211.85		211.85
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
2015/16	03/21/16		BAKERY - CAFE	046300508117	04/12/16	Audit		77.35		77.35
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
Total Invoice Amount								665.75		
Direct Vendor		GOLD STAR FOODS, INC. (000630/1) 3781 E AIRPORT DR. ONTARIO, CA 91761								
2015/16	03/01/16		FOOD - CAFE	1610030	04/12/16	Audit		1,200.80		1,200.80
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
2015/16	03/07/16		FOOD - CAFE	1619732	04/12/16	Audit		1,117.72		1,117.72
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
2015/16	03/21/16		FOOD - CAFE	1634527R	04/12/16	Audit		710.24		710.24
2016 (001890)		13- 001- 5310- 0000- 4710- 0000- 3700- 000-								
Total Invoice Amount								3,028.76		
Direct Vendor		HARBERT ROOFING, INC. (000691/1) 8865 AIRPORT DR. REDDING, CA 96002								
2015/16	03/16/16		ROOF REPAIR GYM	2478	04/12/16	Audit		300.00		300.00
2016 (001336)		01- 020- 0000- 8110- 5630- 0000- 8110- 100-								
Total Invoice Amount								300.00		
AP Vendor		INTERSTATE BATTERIES (000224/3) 894 SOUTH FRONT ST CENTRAL POINT, OR 97502								
FP	2015/16	04/07/16	R4816-00383	BATTERIES	30044648	04/08/16	Audit	1,098.22		1,098.22
Selection		Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval							ESCAPE ONLINE	
		Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)							Page 7 of 23	

Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			INTERSTATE BATTERIES (000224/3)		(continued)					
FP	2015/16	04/07/16	R4816-00383	BATTERIES	30044648 (continued)	04/08/16	Audit	(continued)		
			2016 (003198)	01-001-0000-0000-4605-0000-3600-000-						
		Check #		BatchId		Check Date		PO# P4816-00383	Register #	
						Total Invoice Amount		1,098.22		
AP Vendor			LAUNDRY WORLD (000141/1)							
			PO BOX 98							
			ANDERSON, CA 96007							
	2015/16	03/03/16	R4816-00310	LAUNDRY SERVICE	127039	04/08/16	Audit	49.75		49.75
				JAN - DEC						
			2016 (001306)	01-001-0000-8250-5510-0000-8200-000-						
		Check #		BatchId		Check Date		PO# P4816-00310	Register #	
	2015/16	03/09/16	R4816-00310	LAUNDRY SERVICE	126069	04/08/16	Audit	23.65		23.65
				JAN - DEC						
			2016 (001306)	01-001-0000-8250-5510-0000-8200-000-						
		Check #		BatchId		Check Date		PO# P4816-00310	Register #	
	2015/16	03/09/16	R4816-00310	LAUNDRY SERVICE	126070	04/08/16	Audit	49.75		49.75
				JAN - DEC						
			2016 (001306)	01-001-0000-8250-5510-0000-8200-000-						
		Check #		BatchId		Check Date		PO# P4816-00310	Register #	
	2015/16	03/09/16	R4816-00310	LAUNDRY SERVICE	126071	04/08/16	Audit	60.00		60.00
				JAN - DEC						
			2016 (001306)	01-001-0000-8250-5510-0000-8200-000-						
		Check #		BatchId		Check Date		PO# P4816-00310	Register #	
FP	2015/16	03/09/16	R4816-00337	TOWELS/SOAP	126245	04/08/16	Audit	1,198.57		1,198.57
			2016 (001255)	01-050-0000-8110-4510-0000-8110-100-						
		Check #		BatchId		Check Date		PO# P4816-00337	Register #	
FP	2015/16	03/16/16	R4816-00338	DISINFECTANT	126305	04/08/16	Audit	128.74		128.74
				SPRAY						
			2016 (001244)	01-020-0000-8200-4510-0000-8200-100-						
		Check #		BatchId		Check Date		PO# P4816-00338	Register #	
	2015/16	03/16/16	R4816-00310	LAUNDRY SERVICE	126395	04/08/16	Audit	23.65		23.65
				JAN - DEC						
			2016 (001306)	01-001-0000-8250-5510-0000-8200-000-						
		Check #		BatchId		Check Date		PO# P4816-00310	Register #	
	2015/16	03/16/16	R4816-00310	LAUNDRY SERVICE	126396	04/08/16	Audit	49.75		49.75
				JAN - DEC						

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			LAUNDRY WORLD (000141/1)		(continued)	(continued)				
2015/16	03/16/16	R4816-00310	LAUNDRY SERVICE	126396 (continued)	04/08/16	Audit		(continued)		
			JAN - DEC							
		2016 (001306)	01-001-0000-8250-5510-0000-8200-000-							
	Check #			BatchId		Check Date		PO# P4816-00310	Register #	
2015/16	03/16/16	R4816-00310	LAUNDRY SERVICE	126397	04/08/16	Audit		60.00		60.00
			JAN - DEC							
		2016 (001306)	01-001-0000-8250-5510-0000-8200-000-							
	Check #			BatchId		Check Date		PO# P4816-00310	Register #	
2015/16	03/23/16	R4816-00310	LAUNDRY SERVICE	126719	04/08/16	Audit		23.65		23.65
			JAN - DEC							
		2016 (001306)	01-001-0000-8250-5510-0000-8200-000-							
	Check #			BatchId		Check Date		PO# P4816-00310	Register #	
2015/16	03/23/16	R4816-00310	LAUNDRY SERVICE	126720	04/08/16	Audit		49.75		49.75
			JAN - DEC							
		2016 (001306)	01-001-0000-8250-5510-0000-8200-000-							
	Check #			BatchId		Check Date		PO# P4816-00310	Register #	
2015/16	03/23/16	R4816-00310	LAUNDRY SERVICE	126721	04/08/16	Audit		60.00		60.00
			JAN - DEC							
		2016 (001306)	01-001-0000-8250-5510-0000-8200-000-							
	Check #			BatchId		Check Date		PO# P4816-00310	Register #	
2015/16	03/30/16	R4816-00310	LAUNDRY SERVICE	127040	04/08/16	Audit		60.00		60.00
			JAN - DEC							
		2016 (001306)	01-001-0000-8250-5510-0000-8200-000-							
	Check #			BatchId		Check Date		PO# P4816-00310	Register #	
Total Invoice Amount								1,837.26		
AP Vendor			MAILFINANCE (000302/1) 25881 NETWORK PLACE CHICAGO, IL 60673-1258							
2015/16	03/14/16	R4816-00232	POSTAGE METER	N5835950	04/08/16	Audit		296.24		296.24
		2016 (001311)	01-001-0000-7200-5610-0000-7200-000-							
	Check #			BatchId		Check Date		PO# P4816-00232	Register #	
Total Invoice Amount								296.24		
Direct Vendor			MT. SHASTA SPRING WATER (000036/1) 1878 TWIN VIEW BLVD REDDING, CA 96003-1501							
2015/16	03/11/16		WATER TRANS	120282	04/12/16	Audit		13.65		13.65
Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)										

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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		MT. SHASTA SPRING WATER (000036/1)								
		(continued)								
2015/16	03/11/16		WATER TRANS	120282 (continued)	04/12/16	Audit		(continued)		
		2016 (003223) 01-001-0000-0000-4510-0000-3600-100-								
Total Invoice Amount								13.65		
Direct Vendor		NEOFUNDS BY NEOPOST (000705/1)								
		P.O. BOX 30193								
		TAMPA, FL 33630-3193								
2015/16	03/07/16		POSTAGE	10221247	04/12/16	Audit		499.80		499.80
		2016 (001392) 01-001-0000-7200-5930-0000-7200-000-								
		2016 (001391) 01-020-0000-2700-5930-0000-2700-100-								
		2016 (001393) 01-050-0000-2700-5930-0000-2700-100-								
Total Invoice Amount								499.80		
Direct Vendor		NORTH VALLEY SCHOOLS INC (000126/1)								
		ACCOUNTS RECEIVABLE								
		PO BOX 5361								
		CHICO, CA 95927								
2015/16	03/31/16		NPS - 4TH	16-04-RDG-COTT1	04/14/16	Audit		3,972.33		3,972.33
		2016 (001371) 01-001-6500-0203-5805-5750-1180-100-								
2015/16	03/31/16		NPS - 5TH	16-04-RDG-COTT12	04/14/16	Audit		2,794.50		2,794.50
		2016 (001371) 01-001-6500-0203-5805-5750-1180-100-								
Total Invoice Amount								6,766.83		
Direct Vendor		NORTHSTATE MECHANICAL SERVICES (000054/1)								
		PO BOX 494996								
		REDDING, CA 96049								
2015/16	02/10/16		EAST PORTABLE DISCONNECT	323908	04/12/16	Audit		250.00		250.00
		2016 (001328) 01-030-0000-8200-5630-0000-8200-100-								
2015/16	03/08/16		WALK-IN	323944	04/12/16	Audit		765.03		765.03
		2016 (001893) 13-001-5310-0000-5630-0000-3700-000-								
2015/16	03/09/16		TRANS	323992	04/12/16	Audit		1,350.35		1,350.35
		2016 (003205) 01-001-0000-0000-5630-0000-3600-000-								
2015/16	03/17/16		FREEZER	323943	04/12/16	Audit		795.25		795.25
		2016 (001893) 13-001-5310-0000-5630-0000-3700-000-								
Total Invoice Amount								3,160.63		

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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## ReqPay05a

## Payment Register

Scheduled 04/08/2016 - 04/14/2016							Bank Account COUNTY - County			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		OFFICE DEPOT BUSINESS SERV DIV (000091/2) PO BOX 70025 LOS ANGELES, CA 90074-0025								
2015/16	03/08/16	R4816-00334	LIST 2/24/16	828437420001	04/08/16	Audit		630.21		630.21
		2016 (001188) 01-050-1100-0000-4310-1110-1000-100-								
Check #				BatchId	Check Date		PO# P4816-00334		Register #	
FP	2015/16	03/08/16	R4816-00334	LIST 2/24/16	828439409001	04/08/16	Audit	67.47		67.47
		2016 (001188) 01-050-1100-0000-4310-1110-1000-100-								
Check #				BatchId	Check Date		PO# P4816-00334		Register #	
FP	2015/16	03/08/16	R4816-00335	686645 INK	828439909001	04/08/16	Audit	63.84		63.84
		2016 (001189) 01-050-1100-2420-4310-1110-1000-100-								
Check #				BatchId	Check Date		PO# P4816-00335		Register #	
FP	2015/16	03/08/16	R4816-00336	WALL CLOCKS	828440576001	04/08/16	Audit	106.37		106.37
		2016 (001244) 01-020-0000-8200-4510-0000-8200-100-								
Check #				BatchId	Check Date		PO# P4816-00336		Register #	
FP	2015/16	03/08/16	R4816-00332	TECH SUPPLIES	828477977001	04/08/16	Audit	88.51		88.51
		2016 (001159) 01-020-1100-2420-4310-0000-2420-100-								
Check #				BatchId	Check Date		PO# P4816-00332		Register #	
2015/16	03/08/16	R4816-00333	PE SUPPLIES	828478600001	04/08/16	Audit		86.32		86.32
		2016 (002371) 01-020-6500-0200-4310-5770-1110-100-								
Check #				BatchId	Check Date		PO# P4816-00333		Register #	
FP	2015/16	03/09/16	R4816-00333	PE SUPPLIES	828478697001	04/08/16	Audit	78.51		78.51
		2016 (002371) 01-020-6500-0200-4310-5770-1110-100-								
Check #				BatchId	Check Date		PO# P4816-00333		Register #	
FP	2015/16	03/11/16	R4816-00323	TRIPP LITE	829602653001	04/08/16	Audit	28.84		28.84
		2016 (002371) 01-020-6500-0200-4310-5770-1110-100-								
Check #				BatchId	Check Date		PO# P4816-00323		Register #	
2015/16	03/14/16	R4816-00323	TRIPP LITE	829602316001	04/08/16	Audit		7.56		7.56
		2016 (002371) 01-020-6500-0200-4310-5770-1110-100-								
Check #				BatchId	Check Date		PO# P4816-00323		Register #	
FP	2015/16	03/14/16	R4816-00344	OFFICE SUPPLIES	829859145001	04/08/16	Audit	245.97		245.97
		2016 (001247) 01-001-0000-2700-4510-0000-2700-100-								
Check #				BatchId	Check Date		PO# P4816-00344		Register #	
FP	2015/16	03/17/16	R4816-00349	INSTR SUPPLIES	829035426001	04/08/16	Audit	2,515.68		2,515.68
		2016 (001188) 01-050-1100-0000-4310-1110-1000-100-								
Check #				BatchId	Check Date		PO# P4816-00349		Register #	

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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## ReqPay05a

## Payment Register

Scheduled 04/08/2016 - 04/14/2016							Bank Account COUNTY - County			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		OFFICE DEPOT BUSINESS SERV DIV (000091/2)			(continued)		(continued)			
FP	2015/16	03/17/16	R4816-00278	LOFFMARK	830869130001	04/08/16	Audit	26.86		26.86
			2016 (002371) 01-020-6500-0200-4310-5770-1110-100-							
		Check #		BatchId		Check Date		PO# P4816-00278	Register #	
FP	2015/16	03/18/16	R4816-00350	TONER	828990296001	04/08/16	Audit	68.81		68.81
			2016 (001159) 01-020-1100-2420-4310-0000-2420-100-							
		Check #		BatchId		Check Date		PO# P4816-00350	Register #	
FP	2015/16	03/18/16	R4816-00351	HEARING PROTECTION	828991131001	04/08/16	Audit	420.06		420.06
			2016 (002371) 01-020-6500-0200-4310-5770-1110-100-							
		Check #		BatchId		Check Date		PO# P4816-00351	Register #	
	2015/16	03/18/16	R4816-00348	CLASSROOM SUPPLIES	829065268001	04/08/16	Audit	16.97		16.97
			2016 (001188) 01-050-1100-0000-4310-1110-1000-100-							
		Check #		BatchId		Check Date		PO# P4816-00348	Register #	
	2015/16	03/18/16	R4816-00348	CLASSROOM SUPPLIES	829065888001	04/08/16	Audit	78.26		78.26
			2016 (001188) 01-050-1100-0000-4310-1110-1000-100-							
		Check #		BatchId		Check Date		PO# P4816-00348	Register #	
FP	2015/16	03/18/16	R4816-00346	PRINTER	830732451001	04/08/16	Audit	107.49		107.49
			2016 (003262) 01-020-6500-0200-4310-5770-1110-158-							
		Check #		BatchId		Check Date		PO# P4816-00346	Register #	
FP	2015/16	03/21/16	R4816-00348	CLASSROOM SUPPLIES	829065890001	04/08/16	Audit	11.28		11.28
			2016 (001188) 01-050-1100-0000-4310-1110-1000-100-							
		Check #		BatchId		Check Date		PO# P4816-00348	Register #	
FP	2015/16	03/23/16	R4816-00364	FILE BOXES	830241129001	04/08/16	Audit	39.43		39.43
			2016 (003223) 01-001-0000-0000-4510-0000-3600-100-			19.72				
			2016 (001247) 01-001-0000-2700-4510-0000-2700-100-			19.71				
		Check #		BatchId		Check Date		PO# P4816-00364	Register #	
Total Invoice Amount								4,688.44		
Direct Vendor		PACIFIC GAS AND ELECTRIC CO (000007/1) BOX 997300 SACRAMENTO, CA 95899-7300								
	2015/16	04/04/16		ELEC- MAR	040416	04/12/16	Audit	10,715.35		10,715.35
			2016 (001307) 01-001-0000-8260-5510-0000-8200-000-							
	2015/16	04/04/16		ELEC SCA MAR	0404SCA	04/12/16	Audit	83.90		83.90
Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)									ESCAPE ONLINE	
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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		PACIFIC GAS AND ELECTRIC CO (000007/1)			(continued)			(continued)		
2015/16	04/04/16		ELEC SCA MAR	0404SCA (continued)	04/12/16	Audit		(continued)		
	2016 (001307)	01-001-0000-8260-5510-0000-8200-000-								
2015/16	04/07/16		ELEC - CAFE	040716	04/12/16	Audit		1,232.29		1,232.29
	2016 (001307)	01-001-0000-8260-5510-0000-8200-000-								
Total Invoice Amount								12,031.54		
AP Vendor		PERFECT POOL & SPA (000439/1) PO BOX 491975 REDDING, CA 96049								
2015/16	03/20/16	R4816-00359	CHEMICALS	25416	04/08/16	Audit		387.43		387.43
	2016 (001254)	01-001-0000-8210-4510-0000-8200-100-								
Check #		BatchId			Check Date		PO# P4816-00359		Register #	
Total Invoice Amount								387.43		
Direct Vendor		PRESENCE LEARNING (000669/1) 580 MARKET ST, 6TH FLOOR SAN FRANCISCO,, CA 94104								
2015/16	01/31/16		SPEECH - SETUP	4305	04/12/16	Audit		390.00		390.00
	2016 (002527)	01-001-6500-0204-5101-5770-1190-100-								
2015/16	01/31/16		SPEECH- JAN	5508	04/12/16	Audit		11,765.40		11,765.40
	2016 (002527)	01-001-6500-0204-5101-5770-1190-100-								
2015/16	02/29/16		SPEECH - FEB	6128	04/12/16	Audit		11,449.30		11,449.30
	2016 (002527)	01-001-6500-0204-5101-5770-1190-100-				10,185.94				
	2016 (002500)	01-001-6500-0204-5805-5770-1190-100-				1,263.36				
2015/16	02/29/16		SPEECH - SETUP	6442	04/12/16	Audit		312.00		312.00
	2016 (002527)	01-001-6500-0204-5101-5770-1190-100-								
2015/16	10/31/16		EQUIPMENT	191	04/12/16	Audit		237.00		237.00
	2016 (002527)	01-001-6500-0204-5101-5770-1190-100-								
2015/16	11/30/16		SPEECH- NOV	3028	04/12/16	Audit		4,233.90		4,233.90
	2016 (002500)	01-001-6500-0204-5805-5770-1190-100-								
2015/16	11/30/16		SPEECH - SET UP	3290	04/12/16	Audit		4,212.00		4,212.00
	2016 (002500)	01-001-6500-0204-5805-5770-1190-100-								
2015/16	12/31/16		SPEECH - DEC	3906	04/12/16	Audit		6,368.16		6,368.16
	2016 (002500)	01-001-6500-0204-5805-5770-1190-100-								
Total Invoice Amount								38,967.76		

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		PRODUCERS DAIRY (000203/1) PO BOX 1231 FRESNO, CA 93715-1231								
2015/16	01/23/16		DAIRY - CAFE	20724184	04/13/16	Audit		161.64		161.64
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	01/23/16		DAIRY - CAFE	20724185	04/13/16	Audit		665.99		665.99
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/12/16		DAIRY - CAFE	20744156	04/13/16	Audit		148.65		148.65
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/12/16		DAIRY - CAFE	20744157	04/13/16	Audit		842.18		842.18
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/19/16		DAIRY - CAFE	20747070	04/13/16	Audit		148.65		148.65
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/19/16		DAIRY - CAFE	20747071	04/13/16	Audit		743.00		743.00
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/26/16		DAIRY - CAFE	20749956	04/13/16	Audit		148.65		148.65
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/26/16		DAIRY - CAFE	20749957	04/13/16	Audit		499.17		499.17
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
Total Invoice Amount								3,357.93		
Direct Vendor		PROFESSIONAL EXTERMINATORS (000403/1) PO BOX 797 SHASTA LAKE, CA 96019								
2015/16	02/18/16		SPRAY SERVICE	90179	04/12/16	Audit		40.00		40.00
		2016 (001336)	01-020-0000-8110-5630-0000-8110-100-							
2015/16	03/23/16		SPRAY SERVICE	0090533	04/12/16	Audit		40.00		40.00
		2016 (001336)	01-020-0000-8110-5630-0000-8110-100-							
Total Invoice Amount								80.00		
Direct Vendor		PROGRESSUS THERAPY (000416/1) 75 REMITTANCE DR., STE 6221 CHICAGO, IL 60675-6221								
2015/16	03/18/16		OT	045065	04/12/16	Audit		1,864.05		1,864.05
		2016 (002528)	01-001-6500-0204-5805-5770-1180-100-							
Total Invoice Amount								1,864.05		

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		PROPACIFIC FRESH (000491/1) P.O. BOX 1069 DURHAM, CA 95938								
2015/16	03/04/16		FOOD - CAFE	6268002	04/12/16	Audit		541.57		541.57
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/11/16		FOOD - CAFE	6271186	04/12/16	Audit		327.49		327.49
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/18/16		FOOD - CAFE	6274101	04/12/16	Audit		403.61		403.61
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/18/16		FOOD CR	6274101CM	04/12/16	Audit		36.96		36.96
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
Total Invoice Amount								1,235.71		
Direct Vendor		RAY MORGAN COMPANY (000561/1) 3131 ESPLANADE CHICO, CA 95973								
2015/16	03/14/16		COPIES	1179499	04/12/16	Audit		1,911.35		1,911.35
		2016 (001312)	01-020-1100-1120-5610-1110-1000-100-			955.68				
		2016 (001321)	01-050-1100-1120-5610-1110-1000-100-			955.67				
Total Invoice Amount								1,911.35		
Direct Vendor		REDDING TELEPHONE ANSWERING SERV (000189/1) PO BOX 990956 REDDING, CA 96099-0956								
2015/16	04/01/16		SUB CALLING	160300330101	04/12/16	Audit		115.72		115.72
		2016 (001335)	01-020-0000-2700-5630-0000-2700-100-			57.86				
		2016 (001324)	01-050-0000-2700-5630-0000-2700-100-			57.86				
Total Invoice Amount								115.72		
Direct Vendor		RYAN DOUGLAS STOCKTON (000526/3) 22119 RED BUD LANE PALO CEDRO, CA 96073								
2015/16	04/02/16		LAWN SERVICE	1062	04/12/16	Audit		750.00		750.00
		2016 (001336)	01-020-0000-8110-5630-0000-8110-100-			375.00				
		2016 (001326)	01-050-0000-8110-5630-0000-8110-100-			375.00				
Total Invoice Amount								750.00		

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			SCHAEFER MANUFACTURING CO (000328/2) DEPT 3518 PO BOX 790100 ST LOUIS, MO 63179-0100							
FP	2015/16	04/04/16	R4816-00382	OIL RECYCLING	ACK147316	04/12/16	Audit	1,107.25		1,107.25
			2016 (003196) 01-001-0000-0000-4602-0000-3600-000-							
Check #			BatchId			Check Date		PO# P4816-00382	Register #	
Total Invoice Amount								1,107.25		
AP Vendor			SCHOOL NURSE SUPPLY (000552/1) P.O. BOX 68968 SCHAUMBURG, IL 60168							
FP	2015/16	03/30/16	R4816-00375	HEALTH SUPPLIES	0573761	04/08/16	Audit	284.40		284.40
			2016 (001248) 01-001-5640-0000-4510-0000-3140-100-							
Check #			BatchId			Check Date		PO# P4816-00375	Register #	
Total Invoice Amount								284.40		
AP Vendor			SCHOOL SPECIALTY (000372/1) 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0656							
FP	2015/16	03/22/16	R4816-00353	SP ED SUPPLIES	208116001457	04/08/16	Audit	14.66		14.66
			2016 (002371) 01-020-6500-0200-4310-5770-1110-100-							
Check #			BatchId			Check Date		PO# P4816-00353	Register #	
2015/16	03/25/16	R4816-00353	SP ED SUPPLIES	208116020965	04/08/16	Audit		46.09		46.09
			2016 (002371) 01-020-6500-0200-4310-5770-1110-100-							
Check #			BatchId			Check Date		PO# P4816-00353	Register #	
Total Invoice Amount								60.75		
AP Vendor			SHASTA CO OFFICE OF EDUCATION (000055/1) 1644 MAGNOLIA AVE REDDING, CA 96001							
2015/16	03/09/16	R4816-00226	ELA WRITING (10 STAFF)	00990	04/14/16	Audit		1,113.57		1,113.57
			2016 (001273) 01-001-6500-0204-5210-5770-1190-100-							
			2016 (003755) 01-020-3010-0000-5210-1110-1000-100-							
			2016 (003355) 01-020-6500-0201-5210-5770-1110-100-							
Check #			BatchId			Check Date		PO# P4816-00226	Register #	
2015/16	03/09/16		FINGERPRINT FEES	16-00974	04/12/16	Audit		36.00		36.00
			2016 (001360) 01-001-0000-7207-5801-0000-7200-000-							

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016								Bank Account COUNTY - County		
Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		SHASTA CO OFFICE OF EDUCATION (000055/1) (continued)							(continued)	
2015/16	03/10/16	R4816-00226	MATH TRAINING (2 STAFF)	00996	04/14/16	Audit		450.00		450.00
		2016 (001273)	01-001-6500-0204-5210-5770-1190-100-							
		2016 (003755)	01-020-3010-0000-5210-1110-1000-100-			450.00				
		2016 (003355)	01-020-6500-0201-5210-5770-1110-100-							
Check #				BatchId		Check Date		PO# P4816-00226	Register #	
2015/16	03/10/16	R4816-00226	NGSS TRAINING (4 STAFF)	01010	04/14/16	Audit		1,200.00		1,200.00
		2016 (001273)	01-001-6500-0204-5210-5770-1190-100-							
		2016 (003755)	01-020-3010-0000-5210-1110-1000-100-			1,200.00				
		2016 (003355)	01-020-6500-0201-5210-5770-1110-100-							
Check #				BatchId		Check Date		PO# P4816-00226	Register #	
2015/16	03/10/16	R4816-00245	MATH TRAINING (5 STAFF)	16-00992	04/12/16	Audit		1,125.00		1,125.00
		2016 (003296)	01-020-1100-1110-5210-1110-1000-100-							
Check #				BatchId		Check Date		PO# P4816-00245	Register #	
2015/16	03/10/16	R4816-00245	MATH TRAINING (5 STAFF)	16-01000	04/12/16	Audit		1,125.00		1,125.00
		2016 (003296)	01-020-1100-1110-5210-1110-1000-100-							
Check #				BatchId		Check Date		PO# P4816-00245	Register #	
2015/16	03/10/16		K-5 NGSS (4 STAFF)	16-01008	04/12/16	Audit		480.00		480.00
		2016 (003237)	01-050-0000-1110-5210-1110-1000-100-							
FP	2015/16	03/10/16	R4816-00316	SP ED WORKSHOP (2 STAFF)	16-01034	04/12/16	Audit	50.00		50.00
		2016 (003355)	01-020-6500-0201-5210-5770-1110-100-							
Check #				BatchId		Check Date		PO# P4816-00316	Register #	
2015/16	03/17/16		PROJECT SHARE - FEB	16-01050	04/12/16	Audit		5,583.64		5,583.64
		2016 (002056)	01-020-6010-0000-5101-1110-4100-100-							
2015/16	03/21/16		PRINCIPAL DAY BREAK	16-01057	04/12/16	Audit		24.00		24.00
		2016 (001257)	01-050-0000-2700-4510-0000-2700-100-							
FP	2015/16	03/22/16	R4816-00343	SCHREDER PLANETARIUM	INV16-01068	04/08/16	Audit	728.00		728.00
		2016 (001162)	01-020-1100-0000-4310-1110-1000-100-							
Check #				BatchId		Check Date		PO# P4816-00343	Register #	
2015/16	03/29/16		TRANS OVERSIGHT	16-01082	04/12/16	Audit		286.13		286.13

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016							Bank Account COUNTY - County			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		SHASTA CO OFFICE OF EDUCATION (000055/1)			(continued)					(continued)
2015/16	03/29/16		TRANS OVERSIGHT	16-01082 (continued)	04/12/16	Audit		(continued)		
		2016 (003205)	01-001-0000-0000-5630-0000-3600-000-							
2015/16	03/29/16		TRANS	16-01083	04/12/16	Audit		1,434.44		1,434.44
		2016 (003205)	01-001-0000-0000-5630-0000-3600-000-							
2015/16	03/29/16		ELA 3-5 ADOPTION (4 STAFF)	16-01088	04/12/16	Audit		520.00		520.00
		2016 (003237)	01-050-0000-1110-5210-1110-1000-100-							
2015/16	03/29/16		ELA K-2 - ADOPTION (6 STAFF)	16-01094	04/12/16	Audit		780.00		780.00
		2016 (003237)	01-050-0000-1110-5210-1110-1000-100-							
FP	2015/16	03/30/16	R4816-00245	ELA TRAINING (3 STAFF)	16-01101	04/12/16	Audit	390.00		390.00
		2016 (003296)	01-020-1100-1110-5210-1110-1000-100-							
	Check #			BatchId		Check Date		PO# P4816-00245	Register #	
2015/16	04/06/16		SP ED LEGAL (1 STAFF)	16-01138	04/12/16	Audit		100.00		100.00
		2016 (003355)	01-020-6500-0201-5210-5770-1110-100-							
Total Invoice Amount								15,425.78		
AP Vendor		SST (000338/1) PO BOX 990327 REDDING, CA 96099-327								
FP	2015/16	04/08/16	R4816-00360	D.E.F. FLUID	2489	04/08/16	Audit	129.48		129.48
		2016 (003196)	01-001-0000-0000-4602-0000-3600-000-							
	Check #			BatchId		Check Date		PO# P4816-00360	Register #	
Total Invoice Amount								129.48		
Direct Vendor		STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION (000071/1) PO BOX 942879 SACRAMENTO, CA 94279-6155								
2015/16	03/31/16		FUEL TAX 1ST QTR	32016	04/13/16	Audit		35.80		35.80
		2016 (003195)	01-001-0000-0000-4601-0000-3600-000-							
Total Invoice Amount								35.80		

Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		STATE OF CALIFORNIA DEPARTMENT OF JUSTICE (000111/1) ACCOUNTING OFFICE PO BOX 944255 SACRAMENTO, CA 94244-2550								
2015/16	03/02/16		FINGERPRINTING	151435	04/12/16	Audit		98.00		98.00
		2016 (001360)	01-001-0000-7207-5801-0000-7200-000-							
2015/16	04/06/16		FINGERPRINTING	157052	04/12/16	Audit		49.00		49.00
		2016 (001360)	01-001-0000-7207-5801-0000-7200-000-							
Total Invoice Amount								147.00		
Direct Vendor		SYSCO FOOD SVCS OF SACRAMENTO (000169/1) PO BOX 138007 SACRAMENTO, CA 95813-8007								
2015/16	03/02/16		FOOD - CAFE	603020501	04/12/16	Audit		1,713.89		1,713.89
		2016 (001889)	13-001-5310-0000-4510-0000-3700-000-			114.10				
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-			1,544.59				
		2016 (001891)	13-001-5310-0000-4790-0000-3700-000-			55.20				
2015/16	03/09/16		FOOD - CAFE	603090486	04/12/16	Audit		838.61		838.61
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-			720.86				
		2016 (001891)	13-001-5310-0000-4790-0000-3700-000-			117.75				
2015/16	03/16/16		FOOD - CAFE	603160475	04/12/16	Audit		1,370.55		1,370.55
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-							
2015/16	03/23/16		FOOD - CAFE	603230166	04/12/16	Audit		1,232.29		1,232.29
		2016 (001889)	13-001-5310-0000-4510-0000-3700-000-			200.12				
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-			998.24				
		2016 (001891)	13-001-5310-0000-4790-0000-3700-000-			33.93				
Total Invoice Amount								5,155.34		
Direct Vendor		TAYLOR AUTO PARTS #2 (000004/1) 2500 BALLS FERRY RD ANDERSON, CA 96022								
2015/16	03/15/16		BATTERY	908687	04/12/16	Audit		80.61		80.61
		2016 (001245)	01-020-0000-8110-4510-0000-8110-100-							
2015/16	03/17/16	R4816-00311	BLANKET PO FOR BUS PARTS/SUPPLIES	908908	04/08/16	Audit		128.87		128.87
		2016 (003198)	01-001-0000-0000-4605-0000-3600-000-							
		2016 (003199)	01-001-0000-0000-4606-0000-3600-000-			128.87				
Selection		Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval							ESCAPE ONLINE	
		Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)							Page 19 of 23	

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Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		TAYLOR AUTO PARTS #2 (000004/1)		(continued)		(continued)				
Check #				BatchId		Check Date		PO# P4816-00311	Register #	
2015/16	03/18/16	R4816-00311	BLANKET PO FOR BUS PARTS/SUPPLIES	908989	04/08/16	Audit		36.67		36.67
		2016 (003198)	01-001-0000-0000-4605-0000-3600-000-			36.67				
		2016 (003199)	01-001-0000-0000-4606-0000-3600-000-							
Check #				BatchId		Check Date		PO# P4816-00311	Register #	
2015/16	03/18/16	R4816-00311	BLANKET PO FOR BUS PARTS/SUPPLIES	908999	04/08/16	Audit		42.99		42.99
		2016 (003198)	01-001-0000-0000-4605-0000-3600-000-			42.99				
		2016 (003199)	01-001-0000-0000-4606-0000-3600-000-							
Check #				BatchId		Check Date		PO# P4816-00311	Register #	
Total Invoice Amount								289.14		
Direct Vendor		TEHAMA CO LOCK AND SECURITY ANDERSON LOCK & SAFE (000229/1) 1015 Walnut St. RED BLUFF, CA 96080								
2015/16	02/08/16		KEY COPIES	28851	04/12/16	Audit		37.89		37.89
		2016 (001244)	01-020-0000-8200-4510-0000-8200-100-							
Total Invoice Amount								37.89		
Direct Vendor		THE DANIELSON COMPANY (000495/1) 435 SOUTHGATE COURT CHICO, CA 95928								
2015/16	02/29/16		FOOD - CAFE	96330	04/12/16	Audit		744.78		744.78
		2016 (001889)	13-001-5310-0000-4510-0000-3700-000-			90.17				
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-			654.61				
2015/16	03/14/16		FOOD - CAFE	97502	04/12/16	Audit		613.66		613.66
		2016 (001889)	13-001-5310-0000-4510-0000-3700-000-			24.94				
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-			588.72				
2015/16	03/21/16		FOOD - CAFE	98054	04/12/16	Audit		661.17		661.17
		2016 (001889)	13-001-5310-0000-4510-0000-3700-000-			37.79				
		2016 (001890)	13-001-5310-0000-4710-0000-3700-000-			623.38				
Total Invoice Amount								2,019.61		

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Direct Vendor		THE ELEGANT BEAN (000653/1) 20633 GAS POINT ROAD SUITE C-1 COTTONWOOD, CA 96022								
2015/16	03/31/16		SARB	104	04/12/16	Audit		84.00		84.00
								2016 (001359) 01-001-0000-2700-5801-0000-2700-000-		
Total Invoice Amount								84.00		
Direct Vendor		US BANK EQUIPMENT FINANCE (000558/1) P.O. BOX 790448 ST LOUIS, MO 63179-0448								
2015/16	04/01/16		COPIES	301740270	04/12/16	Audit		1,089.62		1,089.62
								544.81		
								544.81		
Total Invoice Amount								1,089.62		
Direct Vendor		VALLEY WEST ACE HARDWARE (000241/1) 20639 GAS POINT RD COTTONWOOD, CA 96022								
2015/16	03/02/16		MAINT SUPPLIES	0051809	04/12/16	Audit		22.64		22.64
								2016 (001245) 01-020-0000-8110-4510-0000-8110-100-		
2015/16	03/03/16		MAINT SUPPLIES	051820	04/12/16	Audit		24.43		24.43
								2016 (001245) 01-020-0000-8110-4510-0000-8110-100-		
2015/16	03/04/16		MAINT SUPPLIES	051831	04/12/16	Audit		4.73		4.73
								2016 (001255) 01-050-0000-8110-4510-0000-8110-100-		
2015/16	03/07/16		MAINT SUPPLIES	051848	04/12/16	Audit		15.03		15.03
								2016 (001255) 01-050-0000-8110-4510-0000-8110-100-		
2015/16	03/08/16		MAINT SUPPLIES	051861	04/12/16	Audit		6.22		6.22
								2016 (001255) 01-050-0000-8110-4510-0000-8110-100-		
2015/16	03/15/16		MAINT SUPPLIES	051937	04/12/16	Audit		22.88		22.88
								2016 (001255) 01-050-0000-8110-4510-0000-8110-100-		
2015/16	03/17/16		MAINT SUPPLIES	051972	04/12/16	Audit		36.54		36.54
								2016 (001255) 01-050-0000-8110-4510-0000-8110-100-		
2015/16	03/18/16		MAINT SUPPLIES	051985	04/12/16	Audit		46.19		46.19
								2016 (001245) 01-020-0000-8110-4510-0000-8110-100-		
2015/16	03/24/16		MAINT SUPPLIES	052048	04/12/16	Audit		22.01		22.01
								2016 (001255) 01-050-0000-8110-4510-0000-8110-100-		

Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Fiscal Year	Invoice Date	Req #	Comment	Payment Id	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
						Total Invoice	Amount	200.67		
Direct Vendor		WALLNER PLUMBING COMPANY (000463/1) 1651 HARTNELL AVE REDDING, CA 96002-2231								
2015/16	02/17/16		RR REPAIR	179013	04/12/16	Audit		110.00		110.00
		2016 (001322)	01-050-0000-8200-5630-0000-8200-100-							
						Total Invoice	Amount	110.00		

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	120,810.42	3,555,063.10	3,434,252.68
13	17,023.38	38,012.53	20,989.15
Total	137,833.80		

Scheduled 04/08/2016 - 04/14/2016

Bank Account COUNTY - County

Number of Payments	167
Number of Checks	58
Total Check Amount	\$137,735.93
Total Unpaid Sales Tax	\$97.87
Total Expense Amount	\$137,833.80

## CHECK AMOUNT DISTRIBUTION COUNTS

\$0 - \$99	10
\$100 - \$499	17
\$500 - \$999	6
\$1,000 - \$4,999	19
\$5,000 - \$9,999	2
\$10,000 - \$14,999	2
\$15,000 - \$99,999	2
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

## \*\*\*\*\* ITEMS OF INTEREST \*\*\*\*\*

\* Number of payments to a different vendor

! Number of Prepaid payments

@ Number of Liability payments

? denotes check name different than payment name

FP denotes Final Payment

APPROVAL APRIL 19, 2016

Report Totals -	Number of Payments	167	Number of Checks	58	Total Check Amount	137,735.93
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Selection Sorted by AP Check Order Option, Filtered by (Org = 48, Payment Type = , Payment Status = 7, On Hold? = Y, Create User Id = KBAUGH, Approval  
Batch Id(s) = 010856, Page Break by Check? = N, Zero? = Y)

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Level I Developer Fee Study  
for  
Cottonwood Elementary  
School District

March 1, 2016

David Alexander, Ed.D, Superintendent

Board of Trustees

Judy Semington, President

Tom Vazquez, Clerk

Gerald Kohler, Board Trustee

Matt Iles, Board Trustee

Prepared by:

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## EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities provided the District can show justification for levying of fees.
- In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.
- The Cottonwood Elementary School District shares developer fees with the Anderson Union High School District. The developer fee sharing arrangement between the two school districts is currently 60 percent for the elementary school district and 40 percent to the high school district.
- The Cottonwood Elementary School District is justified in collecting \$2.09 (60 percent of \$3.48) per square foot for residential construction and \$0.34 (60 percent of \$0.56) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.06 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 41.1 percent of the cost to construct new facilities.
- The residential justification is based on the Cottonwood Elementary School District's projected modernization need of \$6,397,056 for students generated from residential development over the next 20 years and the projected residential square footage of 1,760,256.
- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of at least \$3.63 ( $\$6,397,056 / 1,760,256$ ).

- The commercial/industrial justification is based on the Cottonwood Elementary School District's projected modernization need of \$344,286 for students generated from commercial/industrial development over the next 20 years and the projected commercial/industrial square footage of 88,013.
- Based on the modernization need for students generated from projected commercial/industrial development and the projected commercial/industrial square footage, each square foot of commercial/industrial construction will create a school facilities cost of at least \$3.91 ( $\$344,286/88,013$ ) with the exception of mini storage. The mini storage category of construction will create a school facilities cost of \$0.06 per square foot.

## INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level 1 fee to \$1.65 per square foot for residential construction and \$.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.84 per square foot for residential construction and \$.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$0.34 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.24 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2018 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the *Cresta Bella LP v. Poway Unified School District* (2013 WL 3942961) court Case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

### ***Purpose of Study***

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Cottonwood Elementary School District.

## **SECTION I: DEVELOPER FEE JUSTIFICATION**

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Cottonwood Elementary School District.

### **Modernization and Reconstruction**

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs, i.e. roofing, plumbing, heating, cooling, dry rot repair, infrastructure improvement, etc. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The authorization to justify modernization and modernization of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g).

### **Modernization Need**

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

### Proposed Development

According to the Shasta County Planning Department, there are 1,152 residential units with final/tentative approvals or in the process of being approved. The 1,152 units were included as a 20 year development projection. A Development Summary is included as Appendix C. The School Facility Program allows districts to apply for modernization funding for classrooms over 20 years old, meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 20 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 20 years after their initial modernization. Therefore, the District's modernization needs are considered over a 20 year period, and a 20 year projection has been included in the Study when considering the homes that will generate students for the facilities in question.

### Student Yield

To identify the number of students anticipated to be generated by new residential development, a student yield factor of .5 has been utilized for the Cottonwood Elementary School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

### Construction Cost

The construction cost per K-8 pupil is \$27,023 (Appendix A). Table 1 shows the weighted average to construct facilities per K-8 pupil.



Table 1:  
Construction Costs

Grade Level	Construction Costs
K-6	\$26,165
7-8	\$30,027
Weighted Average $((\$26,165 \times 7) + (\$30,027 \times 2) / 9) = \$27,023$	

Source: California Department of Education, Jack Schreder & Associates.

#### Modernization Cost

The cost to modernize facilities is 41.1 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$10,634 per K-6 pupil to construct new facilities and \$4,049 to modernize facilities, which is 38.1 percent ( $\$4,049 / \$10,634$ ) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect's (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 41.1 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per K-8 pupil is \$27,023 and is outlined in Table 1 and included in Appendix A. Therefore, the per pupil cost to modernize facilities per K-8 pupil is \$11,106 ( $\$27,023 \times .411$ ).

#### 20 Year Modernization Need

The District's estimated modernization need generated by students generated from new residential development is \$6,397,056. The calculation is included in Table 2.

Table 2:  
20 Year Modernization Need

Proposed Development	1,152
Student Yield	<u>x .5</u>
Students Generated	576
Per Pupil Modernization Cost	\$11,106
Students Generated	<u>x 576</u>
<b>Modernization Need</b>	<b>\$6,397,056</b>

*Source: Cottonwood Elementary School District, Office of Public School Construction, Jack Schreder & Associates, Shasta County Planning Department.*

### **Residential Development and Fee Projections**

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Cottonwood Elementary School District by students generated from new development.

Based on information provided by the Shasta County Planning Department, an estimated 1,152 residential units may be constructed within District boundaries in the next 20 years. Based on five years of developer fee records, residential units average 1,528 square feet per unit. Based on the projected development, approximately 1,152 housing units totaling 1,760,256 (1,152 x 1,528 square feet) may be constructed in the District over the next 20 years. The amount of residential fees to be collected can be estimated based on the housing unit projections.

Based on the District's modernization need of \$6,397,056 generated by students from residential construction and the total projected residential square footage of 1,760,256, residential construction will create a facilities cost of \$3.63 per square foot. The calculation is included in Table 3. However, the statutory Level I fee for residential construction is \$3.48 per square foot and the District has a fee sharing

arrangement with the high school district. The high school district collects 40% of the fee and the Cottonwood Elementary School District collects 60% of the fee. Therefore, the District is justified to collect \$2.09 (60 percent of \$3.48) per square foot of residential construction.

Table 3:  
Facilities Cost per SF from Proposed Residential Construction

Modernization Need	Total Square Footage	Facilities Cost
\$6,397,056	/1,760,256	\$3.63

*Source: Cottonwood Elementary School District, Jack Schreder & Associates, Office of Public School Construction.*

### **Commercial/Industrial Development and Fee Projections**

In order to levy developer fees on commercial and industrial development, Assembly Bill 181 provides that a district "... must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are based on commercial and industrial factors within the district, as calculated on either an individual project or categorical basis". The passage of Assembly Bill AB 530 (Chapter 633/Statutes 1990) modified the requirements of AB 181 by allowing the use of a set of state-wide employee generation factors. Assembly Bill 530 allows the use of the employee generation factors identified in the San Diego Association of Governments report entitled, San Diego Traffic Generators. This study, which was completed in January of 1990, identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 4.

Table 4 indicates the number of employees generated for every 1,000 square feet of development and the number of district households generated for every employee in 11 categories of commercial and industrial development. The number of district

households is calculated by adjusting the number of employees for the percentage of employees that live in the district and are heads of households.

Table 4:  
Commercial and Industrial Generation Factors

Type of Development	Employees Per 1,000 Sq. Ft.*	District Households Per Employee**
Medical Offices	4.27	.2
Corporate Offices	2.68	.2
Commercial Offices	4.78	.2
Lodging	1.55	.3
Scientific R&D	3.04	.2
Industrial Parks	1.68	.2
Industrial/Business Parks	2.21	.2
Neighborhood Shopping Centers	3.62	.3
Community Shopping Centers	1.09	.3
Banks	2.82	.3
Agriculture	.31	.51
Average	2.55	.27

\* Source: San Diego Association of Governments.

\*\* Source: Jack Schreder and Associates.

Based on data available for the purpose of determining the impact of mini-storage construction on the Cottonwood Elementary School District, it has been determined that mini storage construction has significantly less impact than other commercial/industrial construction. Mini storage construction generates .06 employees per 1,000 square feet of school construction. This information was provided by the San Diego Association of Governments, Traffic Generators, January 1990, and is cited for use in Education Code Section 17621(e)(1)(B).

The generation of .06 employees per 1,000 square feet and the utilization of the student generation rate per household, yields an impact of \$0.06 per square foot of mini-storage construction. It is recommended that the Cottonwood Elementary School District levy a fee for mini-storage not to exceed \$0.06 per square foot.

Historical data shows that commercial/industrial square footage represents approximately five percent of residential square footage. District residential projections indicate that 1,760,256 (Table 3) square feet of residential space will be constructed in the next 20 years. The five percent ratio represents 88,013 square feet of commercial and industrial development. Table 5 illustrates this calculation.

Table 5: <u>Projected Commercial/Industrial Fee Square Footage</u>				
<u>Ratio</u>		<u>Residential SF</u>		<u>Commercial SF</u>
.05	x	1,760,256 sf	=	88,013 sf

Source: Cottonwood Elementary School District, Jack Schreder & Associates, original research.

According to the average employee generation factors in Table 4, commercial and industrial development will yield 224 new employees and 61 new district households over the next 20 years. Table 6 illustrates this calculation.

Table 6: <u>Projected Employees/District Households</u> <u>from</u> <u>Commercial/Industrial Development</u>							
<u>Commercial/ Industrial SF</u>		<u>Average Employees Per 1,000 SF</u>		<u>New Employees</u>		<u>New Households</u>	
88,013/1,000	x	2.55	=	224	x	.27	=
Number of Households = 61							

Source : San Diego Association of Governments, Cottonwood Elementary School District, Jack Schreder & Associates.

The addition of 61 new households created by commercial and industrial development will impact Cottonwood Elementary School District with an estimated 31

(61 x .5) additional students. Based on the per pupil K-8 modernization cost of \$11,106, the estimated cost to house 31 students generated from commercial/industrial construction is \$344,286 ( $\$11,106 \times 31$ ).

Based on the District's modernization need of \$344,286, generated by students from commercial/industrial construction and the total projected square footage of 88,013, commercial/industrial construction will create a facilities cost of \$3.91 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.56 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 40% of the fee and the Cottonwood Elementary School District collects 60% of the fee. Therefore, the District is justified to collect \$0.34 (60 percent of \$0.56) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category should be collected at a rate of \$0.06 per square foot. The commercial/industrial calculation is included in Table 7.

Table 7:  
Facilities Cost per SF from Proposed Commercial/Industrial Construction

Modernization Need	Total Square Footage	Level I Fee
\$344,286	88,013	\$3.91

*Source: Cottonwood Elementary School District, Jack Schreder & Associates, Office of Public School Construction.*

### Summary

Based on the District's modernization need of \$6,397,056 generated by students from residential construction and the total projected residential square footage of 1,760,256, residential construction will create a facilities cost of \$3.63 per square foot. However, the statutory Level I fee for residential construction is \$3.48 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 40% of the fee and the Cottonwood Elementary School District collects 60% of the fee. Therefore, the District is justified to collect \$2.09 (60 percent of \$3.48) per square foot of residential construction.

Based on the District's modernization need of \$344,286 generated by students from commercial/industrial construction and the total projected square footage of 88,013, commercial/industrial construction will create a facilities cost of \$3.91 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.56 per square foot and the District has a fee sharing arrangement with the high school district. The high school district collects 40% of the fee and the Cottonwood Elementary School District collects 60% of the fee. Therefore, the District is justified to collect \$0.34 (60 percent of \$0.56) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category should be collected at a rate of \$0.06 per square foot.

## **SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION**

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$.25 per square foot of covered or enclosed space of commercial or industrial development. The Level 1 fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In February of 2016, the State Allocation Board changed the Level I fee to \$3.48 per square foot of residential construction and \$0.56 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.



2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.
2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.
3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.

Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following: .

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.
5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.
6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.

9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.
10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

### SECTION III: REQUIREMENTS OF AB 1600

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

***Assembly Bill 1600 and the Justification for Levying Developer Fees***

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.
2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.
3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

## SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

### State Sources

#### *State School Facility Program*

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a "Bellevue" program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

### Local Sources

#### *Mello-Roos Community Facilities Act*

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.
2. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.
3. Should a Mello-Roos district be formed subsequent to the levying of developer fees, the Mello-Roos district may be exempt from such fees.

### ***General Obligation Bonds***

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

### ***Developer Fees***

The District's developer fees are dedicated to the current needs related directly to modernization and new construction of school facilities.

### ***School District General Funds***

The district's general funds are needed by the district to provide for the operation of its instructional program. There are no unencumbered funds that could be used to construct new facilities or modernize existing facilities.

### ***Expenditure of Lottery Funds***

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."



## **SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS**

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

### **Establishment of a Cost Nexus & Identify Purpose of the Fee**

The Cottonwood Elementary School District chooses to construct and/or modernize facilities for the additional students created by development in the district and the cost for providing new and/or modernized facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

### **Establishment of a Benefit Nexus**

Students generated by new residential, commercial and industrial development will be attending district schools. Housing District students in new and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

### **Establishment of a Burden Nexus**

The generation of new students by development will create a need for additional and/or modernized school facilities. The District must carry the burden of constructing new facilities required by the students generated by future developments and the need for facilities will be, in part, satisfied by the levying of developer fees, therefore, a burden nexus is established.

## SECTION VI: FACILITY FUNDING ALTERNATIVES

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider the following possible funding alternatives:

1. Participate in the State School Facility Program.
2. Explore voter approved General Obligation Bond election.

## **STATEMENT TO IDENTIFY PURPOSE OF FEE**

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the construction and/or modernization of school facilities. The District will provide for the construction and/or modernization of school facilities, in part, with developer fees.

## **ESTABLISHMENT OF A SPECIAL ACCOUNT**

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

## **RECOMMENDATION**

Based on the fee justification provided in this report, it is recommended that the Cottonwood Elementary School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

## SOURCES

- Alexander, David, Ed.D. Superintendent, Cottonwood Elementary School District.
- California Basic Educational Data System. California State Department of Education. October Enrollments, 2011-2014.
- California State Department of Education. California Public School Directory, 2010.
- Collard, Gary. Lead Housing Analyst for Southern California. California State Department of Housing and Community Development.
- Kirkby, Kirk. Mapping Specialist II/GIS, Shasta County Planning Department.
- Merrick, Laura. Chief Business Official, Cottonwood Elementary School District.
- Office of Public School Construction. Leroy F. Greene School Facilities Act, 1998.
- San Diego Association of Governments. Traffic Generators, January 1990.
- Schreder, Jack and Associates. Original research.

**APPENDIX A**  
**CONSTRUCTION COSTS**

Elementary School Facility Construction Costs			
<b>I. Allowable Building Area</b>			
	A. Total Student Capacity		
	B. Building Area		
	600 students @ 71sf/student		42,600
	Speech/Resource Specialist		600
	Total		43,200
<b>II. Site Requirements</b>			
	A. Purchase Price of Property (10 Acres)		
	Cost per Acre	\$0	\$0
	B. Appraisals		\$0
	C. Costs Incurred in Escrow		\$0
	D. Surveys		\$0
	E. Other Costs, Geo. and Soils Reports		\$0
	Total-Acquisition of Site		\$0
<b>III. Plans</b>			
	A. Architect's Fee for Plans		\$909,290
	B. DSA Plans Check Fee		\$73,934
	C. School Planning, Plans Check Fee		\$6,266
	D. Preliminary Tests		\$4,805
	E. Other Costs, Energy Cons. & Advertising		\$42,187
			\$1,036,482
<b>IV. Construction Requirements</b>			
	A. Utility Services		\$403,501
	B. Off-site Development		\$605,250
	C. Site Development, Service		\$968,399
	D. Site Development, General		\$645,599
	E. New Construction		\$9,830,960
	F. Unconventional Energy Source		\$549,645
	Total Construction		\$13,003,354
	Total Items II, III and IV		\$14,039,836
	Contingency 10%		\$1,403,984
	Construction Tests		\$149,746
	Inspection		\$105,261
	<b>TOTAL ESTIMATED PROJECT COSTS</b>		<b>\$15,698,827</b>
	<b>ESTIMATED COST PER STUDENT</b>		<b>\$26,165</b>
*Source: California Department of Education, Jack Schreder & Associates.			

Middle School Facility Construction Costs		
<b>I. Allowable Building Area</b>		
A. Total Student Capacity		
B. Building Area		
1000 students @ 85sf/student		85,000
Speech/Resource Specialist		<u>1,360</u>
Total		86,360
<b>II. Site Requirements</b>		
A. Purchase Price of Property (20 Acres)		
Cost per Acre	\$0	\$0
B. Appraisals		\$0
C. Costs Incurred in Escrow		\$0
D. Surveys		\$0
E. Other Costs, Geo. and Soils Reports		<u>\$0</u>
Total-Acquisition of Site		\$0
<b>III. Plans</b>		
A. Architect's Fee for Plans		\$1,735,733
B. OSA Plans Check Fee		\$114,306
C. School Planning, Plans Check Fee		\$7,194
D. Preliminary Tests		\$7,993
E. Other Costs, Energy Cons. & Advertising		<u>\$61,549</u>
		\$1,926,775
<b>IV. Construction Requirements</b>		
A. Utility Services		\$591,993
B. Off-site Development		\$666,248
C. Site Development, Service		\$1,840,317
D. Site Development, General		\$1,312,675
E. New Construction		\$19,716,240
F. Unconventional Energy Source		<u>\$940,022</u>
Total Construction		\$25,067,495
Total Items II, III and IV		\$26,994,270
Contingency		\$2,699,427
Construction Tests		\$210,425
Inspection		\$122,458
<b>TOTAL ESTIMATED PROJECT COSTS</b>		<b>\$30,026,580</b>
<b>ESTIMATED COST PER STUDENT</b>		<b>\$30,027</b>
*Source: California Department of Education, Jack Schreder & Associates.		

**APPENDIX B**

**PER PUPIL GRANT AMOUNTS**



**ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS**

State Allocation Board Meeting, February 24, 2016

**Grant Amount Adjustments**

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-15	Current Adjusted Grant Per Pupil Effective 1-1-16
<b>New Construction</b>	Elementary	1859.71	\$10,345	\$10,634
	Middle	1859.71	\$10,942	\$11,247
	High	1859.71	\$13,923	\$14,311
	Special Day Class – Severe	1859.71.1	\$29,070	\$29,881
	Special Day Class – Non-Severe	1859.71.1	\$19,442	\$19,984
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$12	\$12
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$17	\$17
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$28	\$29
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$53	\$54
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$36	\$37
	Automatic Sprinkler System – Elementary	1859.71.2	\$173	\$178
	Automatic Sprinkler System – Middle	1859.71.2	\$206	\$212
	Automatic Sprinkler System – High	1859.71.2	\$214	\$220
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$548	\$563
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$368	\$378
<b>Modernization</b>	Elementary	1859.78	\$3,939	\$4,049
	Middle	1859.78	\$4,167	\$4,283
	High	1859.78	\$5,455	\$5,607
	Special Day Class - Severe	1859.78.3	\$12,555	\$12,905
	Special Day Class – Non-Severe	1859.78.3	\$8,399	\$8,633
	State Special School – Severe	1859.78	\$20,925	\$21,509
	Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$127	\$131
	Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$127	\$131
	Automatic Fire Detection/Alarm System – High	1859.78.4	\$127	\$131
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$352	\$362
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$235	\$242
	Over 50 Years Old – Elementary	1859.78.6	\$5,472	\$5,625
	Over 50 Years Old – Middle	1859.78.6	\$5,788	\$5,949
	Over 50 Years Old – High	1859.78.6	\$7,577	\$7,788
	Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$17,442	\$17,929
	Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$11,664	\$11,989
	Over 50 Years Old – State Special School – Severe	1859.78.6	\$29,069	\$29,880

**APPENDIX C**

**RESIDENTIAL DEVELOPMENT  
SUMMARY**

**Cottonwood Elementary School District  
Development Summary**

Map Number	Project	Units	Permits Pulled	Remaining Units	Status	Approval Date	Attendance Area	Planning Agency
1942	Poulos Michael J SP	36	0	36	Tentative w/	8/15/08	Anderson HS/Cottonwood Elem	Shasta County
1887	Blake Paula A	9	1	8	Tentative w/	4/13/06	Anderson HS/Cottonwood Elem	Shasta County
1905	Spoon Kayle M and Denson Norma J	35	0	35	In Proccess	1/27/16	Anderson HS/Cottonwood Elem	Shasta County
1909	Cabb LLC	18	17	1	Final	9/29/06	Anderson HS/Cottonwood Elem	Shasta County
1923	Lone Tree	5	1	4	Final	11/10/05	Anderson HS/Cottonwood Elem	Shasta County
1932	Clarum Homes/ Oak Ranch Estates	140	0	140	Tentative	3/8/07	Anderson HS/Cottonwood Elem	Shasta County
1933	Zachow Wayne	8	0	8	Final	4/13/06	Anderson HS/Cottonwood Elem	Shasta County
1951	Rossi	15	0	15	Tentative	3/8/07	Anderson HS/Cottonwood Elem	Shasta County
1954	Zachow Wayne	8	0	8	Tentative	11/1/09	Anderson HS/Cottonwood Elem	Shasta County
	NelsonCottonwood Estates	660	0	660	In Process		Anderson HS/Cottonwood Elem	Shasta County
1968	K2 Development	11	0	11	Tentative	8/1/07	Anderson HS/Cottonwood Elem	Shasta County
2004	Axner Excavating Inc.	8	0	8	Final	3/13/14	Anderson HS/Cottonwood Elem	Shasta County
2008	CHIP	24	0	24	Final	6/11/15	Anderson HS/Cottonwood Elem	Shasta County
2002	Shasta Red LLC / Cottonwood	194	0	194	In Process		W. Valley HS/Cottonwood Elem	Shasta County

**Total      1152**

**COTTONWOOD UNION SCHOOL DISTRICT**  
**20512 West First Street**  
**Cottonwood, CA. 96022**

**RESOLUTION #2016-1**

**INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY  
GOVERNMENT CODE SECTION 65995 (b) 3**

**WHEREAS**, Statute AB 2926 (Chapter 887/Statutes 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 February meeting; and,

**WHEREAS**, at its February 2016, meeting, the State Allocation Board increased the maximum fee authorized by Education Code Section 17620 to **\$3.48 per square foot of residential construction** described in Government Code Section 65995(b)(1) and **\$.56 per square foot against commercial** and industrial construction described in Government Code Section 65995(b)(2); and,

**WHEREAS**, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$3.48 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 and industrial development projects in the amount of \$.56 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 \$.56 per square foot commercial/industrial justification and should be collected at the justification rate of \$.06 per square foot.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Governing Board of the Cottonwood Union 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 19, 2016, 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 54994.1, and a notice, including a statement that the data required by Government Code Section 54992 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 1, 2016, (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 school facilities and/or 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 funding, 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 **\$3.48 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 **\$.56 per square foot for new commercial or industrial construction**. The mini-storage category of commercial/industrial justification has less impact than the statutory \$.56 per square foot commercial/industrial justification and should be collected at the **justified rate of \$.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, commercial or 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, 2016**, 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 Cottonwood.

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 Cottonwood Union School District this 19th day of April, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tom Vazquez, Clerk

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David Alexander, Secretary to the Board

## SPECIAL EDUCATION MOU

This Memorandum of Understanding ("Agreement") is entered into as of July 1, 2015 by and between the Board of Trustees of the Cottonwood Union Elementary School District ("District") and Cottonwood Creek, Inc., a non-profit public benefit corporation ("Non-Profit") operating the Cottonwood Creek Charter School ("Charter School"), a public charter school chartered by the District. This Agreement will set forth the responsibilities of the parties with respect to the delivery and financing of special education services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the "parties."

### I. RECITALS

- A. The District is the granting agency of the Charter School. The District approved the Charter School renewal beginning on March 17, 2015 for a term of five (5) years.
- B. The Charter School shall be categorized as a "public school" within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School's students will be students of the District for purposes of special education.
- C. The District will serve as the Charter School's local educational agency ("LEA") for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education plans ("IEP") and in compliance with the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (Ed. Code, § 47646, subd. (a).)
- D. This agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the IDEA.
- E. Prior to July 1, 2015, the Charter School notified the District of its intention to operate as an LEA for Special Education Purposes in accordance of Education Code Section 47641(a) to commence on July 1, 2016 and continue each school year thereafter.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

### II. TERM

The term of this Agreement shall be for one school year, from July 1, 2015 through June 30, 2016. This Agreement may be amended by mutual written agreement of the parties at



any time. Notwithstanding the foregoing, the terms of this Agreement shall not extend beyond the term of the charter.

### **III. DESIGNATED REPRESENTATIVE**

The District's designated representative shall be the superintendent and shall have the authority to act on behalf of the District. The Charter School shall designate a representative in writing and this representative shall have the authority to act on behalf of the Charter School, except to the extent action by the Governing Board of the Charter School is legally required.

### **IV. NONDISCRIMINATION IN ADMISSIONS**

All students will have access to the Charter School and no student shall be denied admission due to his or her disability. (20 U.S.C. § 1412(a)(2); 34 C.F.R. § 300.209; Ed. Code, § 47605, subd. (d).)

### **V. SECTION 504 AND THE ADA**

The parties agree that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), nor under the Americans with Disabilities Act ("ADA"). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA.

### **VI. SPECIAL EDUCATION FUNDING**

**A. Retention of Special Education Funds by the District.** The Charter School, which has been deemed a public school of the District, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646, subd. (a).) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through its SELPA ("SELPA").

**B. Charter School Contribution to Encroachment.** The Charter School shall owe the District a pro-rata share of the District's unfunded special education costs (encroachment). At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students,

regardless of home district. Payments for encroachment shall be made by the Charter School pursuant to the following schedule:

October 31: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment adjusted by a credit or deduction to reflect any difference between Charter School's actual pro-rata share for the prior year and actual payments made. If it is determined that the Charter School has paid more than its actual pro rata share of encroachment, such amounts shall be refunded to the Charter School, or at the sole option of the Charter School applied to the encroachment of the following school year.

January 31: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

April 30: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

July 15: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

## **VII. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

### **A. General Provisions**

1. **Intent of the Parties.** The Charter School and the District intend to jointly ensure that all students with disabilities who attend Charter Schools are provided a free appropriate public education (FAPE) in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*) and California Education Code section 56000 *et seq.*
2. **Provision of Services.** A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided to Charter School students as required by an individual student's IEP.
3. **Division and Coordination of Responsibility.** The District and the Charter School agree to allocate responsibility for the provision of services, including but not limited to identification, evaluation, IEP development and modification, and educational services, in a manner consistent with their allocation between the District and its local public school sites, and in conformity with applicable state and federal law. Where particular services are generally provided by staff at the local school site level, the Charter School, subject to District approval, may provide staff and programming. Where particular services are provided to

the school by the central district office, those services will be made available to the Charter School in a similar fashion.

4. **Days of Service.** Special education services shall be available to the Charter School for the same total number of days each year that such services are available to District students.
5. **Staffing Requirements.** All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. §§ 300.156.)

To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to Charter School staff.

6. **Contracts with Non-District Providers.** The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the state of California.
7. **Student Records.** The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
8. **Notice of Procedural Safeguards.** The Charter School shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a Parent/Guardian is notified of an IEP meeting; each time a child is reassessed; each time a Parent/Guardian requests mediation; and each time a Parent/Guardian requests a due process hearing. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

## **B. Enrollment, Identification and Evaluation**

1. **Enrollment Information.** The Charter School shall include on its registration form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
2. **Identification and Referral.** The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and where appropriate utilized. (Ed. Code, § 56303.)
3. **Assessment.** District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Neither the District nor the Charter School may not conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed Code, § 56321.)

If a Parent/Guardian refuses to consent to an assessment the District or the Charter School believes is required to provide a Charter School student with FAPE, the Charter School shall immediately notify the District.

The Charter School shall not refer its students for independent educational evaluations without prior written approval of the District.

4. **Interim Placement.** For students with a current IEP who enroll in the Charter School from a school outside the District, the District shall immediately provide the student with an interim placement not to exceed 30 days. The interim placement must be in conformity with an IEP, unless the Parent/Guardian agrees otherwise. The IEP implemented during the

interim placement may be either the student's existing IEP or a new IEP developed in conformity with applicable state and federal law. Before the expiration of the 30 day period, the interim placement shall be reviewed by the IEP team and final recommendations made. (Ed. Code, § 56325.)

The Charter School shall notify the District immediately of students who may fall into this category. The District will provide consultative assistance to the Charter School to help transition such students.

### **C. Individualized Education Programs (IEPs)**

1. **IEP Team Membership.** IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. 1414(d)(1)(B); 34 C.F.R. §300.344; Ed. Code, § 56341, subd. (b).)
2. **IEP Meetings.** Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
3. **IEP Contents.** The Charter School shall use the District/SELPA forms to complete its IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. **Parental Consent to the IEP.** The District and the Charter School may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346, subd. (e).) Notification of the other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP.

### **D. Program and Services**

1. **Eligibility and Placement.** Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student, the Charter School must, in consultation with the District, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503.)

In the event that either party believes that placement in a District program is necessary to provide a student with FAPE, such placement shall only be made by an IEP team comprised of representatives of the Charter School and the District.

2. **Independent Study.** No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Cal. Ed. Code, § 51745, subd. (c).)
3. **Referral to Nonpublic or Private Schools.** The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.
4. **Transition Services.** The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.)
5. **Transportation.** The District shall provide transportation to any Charter School student, if required by that student's IEP. The Charter School shall not provide special education transportation to its students, unless the parties agree otherwise. All special education transportation shall be provided in the same manner it is provided to other eligible students in the District.

## **VIII. DISCIPLINE OF SPECIAL EDUCATION STUDENTS**

- A. Suspension and Expulsion.** The Charter School shall have discipline policies that comply with all applicable portions of the California Education Code and 34 C.F.R. §§ 300.530 *et seq.* The Charter School shall provide a copy of such policies to the District. These include, but are not limited to policies regarding suspension, expulsion, conducting functional analysis assessments, drafting and reviewing behavior interventions plans, and conducting manifestation determination reviews. If a Charter School student is suspended for more than 10 days in any school year and/or commits an expellable offense, the Charter School shall immediately notify the District.

## **IX. COMPLAINTS AND DISPUTE RESOLUTION**

- A. Parent Concerns.** The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to District and/or Charter School staff. Whenever a Parent/Guardian raises a concern regarding special education and/or related services, the Charter School shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.
- B. Complaints.** In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
- C. Due Process Hearings.** In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines is legally necessary to meet the District's responsibilities under federal and state law.

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by District's legal counsel. In the case separate counsel is sought by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibilities for costs as set forth in this Agreement.

The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to due process hearings in which the District and/or the Charter School is a party.

#### **X. SELPA ACTIVITIES AND MEETINGS**

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter school as they are to all other schools within the District. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

#### **XI. COST CONTAINMENT EFFORTS**

Charter School and District acknowledge the importance of containing the costs of providing special education services to individual students so that these costs do not exceed the amount the District would normally expend if the student being served were attending a District school. Accordingly, Charter School agrees to fully cooperate with the District in order to achieve cost efficiencies.

#### **XII. INDEMNIFICATION OF DISTRICT BY CHARTER SCHOOL**

Charter School agrees to defend, indemnify and hold harmless the District from and against any and all claims, demands, losses and expenses (including without limitation any and all attorneys fees and consultant fees) arising out of or resulting from Charter School's negligent or wrongful acts or omissions in the performance of this Agreement.

#### **XIII. INSURANCE**

In furtherance of the indemnification provided under Section XII of this Agreement, the Charter School shall name the District, its officers, agents and employees as additional insured on general liability policies, documentation of which shall be provided by August 1, 2010. General liability must be at least one million dollars. Certificates of insurance must indicate the coverage cannot be reduced or canceled until 30 days written notice has been furnished by the Charter School.

#### **XIV. MISCELLANEOUS PROVISIONS**

- A. Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Shasta County Superior Court.
- B. Modifications.** No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of the District and the Charter School.
- C. Interpretation.** The language herein shall be construed as jointly proposed and



jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

- D. Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- E. Non-Assignability.** This Agreement may not be assigned by the Charter School or the District.
- F. Binding Effect.** This Agreement is binding upon the successors and assigns of the parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the parties as follows:

District:

David Alexander, Superintendent  
Cottonwood Union Elementary School District  
20512 W. First Street  
Cottonwood, CA 96022  
Facsimile: (530) 347-0247

Charter School:

Mark Boyle, Director  
Cottonwood Creek Charter

Facsimile:

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated

entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

COTTONWOOD UNION ELEMENTARY  
SCHOOL DISTRICT

\_\_\_\_\_  
By: David Alexander

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

COTTONWOOD CREEK CHARTER SCHOOL

\_\_\_\_\_  
By: Mark Boyle

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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COTTONWOOD UNION ELEMENTARY SCHOOL DISTRICT  
AND  
THE COTTONWOOD CREEK CHARTER SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of July 1, 2015, by and between the Board of Trustees of the Cottonwood Union Elementary School District ("District") and Cottonwood Creek, Inc., a non-profit public benefit corporation ("Non-Profit") operating the Cottonwood Creek Charter School ("Charter School"), a public charter school chartered by the District. This Agreement shall be enforceable only following execution by both parties and ratification or approval by the governing boards of each of the parties.

**RECITALS:**

- A. On January 13, 2015, the Charter School submitted a charter petition ("Charter") to the District to establish a charter school. The Charter was approved by the District's Board of Trustees on March 17, 2015.
- B. By approving the charter petition, the District assumes supervisorial oversight of the Charter School. This Agreement is intended to outline the parties' agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. The Charter School is operated by Non-Profit, a non-profit public benefit corporation. All obligations imposed hereby on the Charter School are equally imposed on Non-Profit.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, including the recitals hereof, the Charter School and the District do hereby agree as follows:

**1. Term and Renewal.** This Agreement shall commence on the date upon which it is executed by both parties, but shall not be effective absent ratification or approval by the governing boards of each of the parties. The Agreement shall cover the term of the Charter: one (1) year commencing on July 1, 2015, and ending on June 30, 2016. The Agreement is subject to termination during the term as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

**2. Designation of School.** The Charter School shall be known as the Cottonwood Creek Charter School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District, and any change of name shall be considered a material revision to the charter petition under Education Code sections 47605 and 47607. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than one school site without the prior express written approval

of the District. The Charter School shall not change locations without the prior express written approval of the District.

### **3. Operations.**

**Prior to each year, the Charter school shall provide the following items to the District:**

- (1) Updated curriculum and educational plan;
- (2) Contact information for all Charter School administrators;
- (3) The Charter School's organizational chart;
- (4) Updated roster of current governing board members;
- (5) Verification of Brown Act training for administration and governing board as required by section 17(a) of this Agreement;
- (6) Proof of application of Non-Profit's status as a non-profit corporation;
- (7) Copy of Non-Profit's Articles of Incorporation and bylaws;
- (8) Copy of the Charter School's health, safety and emergency plan (and verification of staff emergency, health & safety training);
- (9) Copy of the Charter School's parent/student handbook;
- (10) Copies of the employee handbook and any employee contracts;
- (11) Proof of teacher credentials and satisfaction of highly-qualified teacher requirements;
- (12) Estimated enrollment and proof of appropriate and legally sufficient student-teacher ratios;
- (13) If the Charter School will not be occupying District facilities, a copy of any agreement for the Charter School's facility and proof of that facility's compliance with the Field Act and/or the California Building Standards Code, as adopted and enforced by the local building enforcement agency, as well as all applicable health, fire, zoning and occupancy requirements; and
- (14) If applicable, fully executed contracts with appropriate providers of special education services, sufficient to cover anticipated special education needs for the initial year of operation.

(c) Enrollment Documentation. The Charter School shall provide a list of the names and addresses of students enrolled and the school district of residence for each student within thirty (30) school days after the beginning of the Charter School's school year. Thereafter, the same information shall be provided to the school district every three (3) months during the Charter School's school year, by the 10th day of each such month.

**4. Annual Report.** The Charter School will compile and provide to the District an annual report. Each school year's annual report will be delivered in final written form to the District Superintendent by January 1 of the following school year. The annual report will, at a minimum, include the following data:

(a) Summary data showing student progress towards meeting the goals and outcomes specified in the Charter from assessment instruments and measures listed in the Charter or otherwise required by the District.

(b) An analysis of whether student performance is meeting the goals specified in the Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories and shall include analysis based on the CAASPP programs of the State of California and local assessments.

(c) The Charter School's progress towards meeting its Annual Performance Index ("API") and Adequate Yearly Progress ("AYP") targets or according to new State Standards and accountability reporting system.

(d) A summary of major decisions and board policies established during the year, and upcoming year goals.

(e) Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable).

(f) Data regarding the number of staff working at the Charter School and their qualifications.

(g) A summary of any major changes to written school policies during the year.

(h) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.

(i) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

(j) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

(k) A report on student discipline, including the number of students suspended or expelled from the Charter School; and

(l) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

## **5. Funding.**

(a) Basic Funding. The Charter School has elected to receive funding from the State through the District, pursuant to Education Code section 47651. The warrant for the state aid portion of the charter school's total general-purpose entitlement and categorical block grant shall be drawn in favor of the superintendent of schools of Shasta County for deposit into the appropriate funds or accounts of the local educational agency. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. However, the parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements set forth in Education Code section

47633 and Education Code section 47634.1. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be approved in advance by the District.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive three percent (3%) of such funds when allocated to the Charter School as an indirect charge. These funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b) of this Agreement. The Charter School shall cooperate fully with the District in any application made by the District at the request of and on behalf of the Charter School.

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's Charter and any authorized amendments. The Charter School may not withdraw funds deposited by the County Superintendent of Schools in the County Treasury for the account of that Charter School and redeposit those funds in a financial institution selected by the Charter School without the express prior written consent of the District. The District shall be responsible for establishing the appropriate funds or accounts in the county treasury for the Charter School and shall be responsible for making necessary arrangements for the Charter School's participation, as appropriate, in the State Teachers' Retirement System ("STRS"), the Public Employees' Retirement System ("PERS"), and social security.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, those records must be prepared by the Charter School in conformance with pertinent District and county procedures.

**6. Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by a non-profit public benefit corporation and is a separate legal entity from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

**7. Complaints.** Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the District about any aspect of the operation of Charter School or about Charter School shall be forwarded by the District to Charter School. The District may request that the Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. Charter School shall handle its

own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 et seq. The District retains the authority to investigate any complaints received, in its sole discretion.

## **8. Fiscal Relationship.**

(a) Responsibility for Fiscal Functions. The District shall not act as fiscal agent for the Charter School. Except as may be otherwise set forth in this Agreement, the Charter School shall be responsible for all of its fiscal operations, including but not limited to such functions as payroll, purchase orders, attendance reporting and state budget forms.

(b) Oversight Fee. The parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The parties further agree that the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all Charter School's LCFF Revenue, as defined in subdivisions (a) and (b) of Education Code section 47632. Although calculated on an annual basis, the District shall invoice the one percent (1%) oversight fee on a quarterly basis from the Charter School, pursuant to Education Code section 47635, with reconciliation to take place at the end of the fiscal year.

The parties agree that should District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions and other than as outlined below as regards administrative services, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the one percent (1%) cap. The Charter School agrees to reimburse the District for such services pursuant to the terms of section 9 below.

"Supervisory Oversight" as used in the Education Code Section 47613 is defined in Education Code Sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Distribution of Assets Upon Revocation or Closure. Should the Charter School cease to exist (by revocation or non-renewal of its charter or by voluntary closure), and upon a

final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed to a public entity agreed upon by the District and the Charter School upon such consultation with the California Department of Education as the District may deem necessary. In all cases, any distribution of funds or assets of the Charter School shall not include any funds or assets owned by or owed to the District.

**9. Administrative Services.** The Charter School has elected to purchase the following administrative services from the District. The Charter School may terminate such services by providing the District a written notice by March 1 for which services are to terminate on June 30 of that fiscal year. Following submission of such written notice, the Charter School and District shall timely meet to amend this Agreement in accordance with Section 20 to reflect the Charter School's new arrangement for Administrative Services. The Charter School will pay the District six percent (6%) of all the Charter School's LCFF Revenue, as defined in subdivisions (a) and (b) in Education Code section 47632. Said fees are "Administrative Fees." Although calculated on an annual basis, The District shall invoice the six percent (6%) Administrative Fee on a quarterly basis from the Charter School, pursuant to Education Code section 47635, with reconciliation to take place at the end of the fiscal year. To the extent the Administrative Fees exceed the Charter School's in lieu property tax disbursement, the District shall invoice the Charter School on a monthly basis for the balance of the Administrative Fee.

To the extent that the District is required to submit any information on behalf of the Charter School to any public or private entity in connection with the provision of any administrative service, the Charter School is responsible for providing the necessary information to the District in a timely manner and in an electronic format consistent and compatible with District software systems. The Charter School further agrees to follow processing schedules and District business office procedures with regard to the receipt of administrative services from the District.

- (a) Accounting. The District shall provide all necessary accounting services to the Charter School, including:
  - (1) Maintenance of a chart of accounts, account code structure, and financial ledgers;
  - (2) Posting of all financial transactions to the Charter School's ledgers;
  - (3) Assistance with system instruction and attendance reporting;
  - (4) Preparation of required financial reports including annual reports and statements required by the California Department of Education and other outside agencies;
- (b) Payroll. The District shall provide all payroll services to the Charter School, including:
  - (1) Section 125 participation;
  - (2) Preparation of pay warrants, distribution of payroll checks and execution of direct deposits;
  - (3) Calculation and forwarding of all tax, benefit, retirement, and other withholdings;
  - (4) Preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities;



- (5) Benefit enrollment; and
- (6) Workers compensation administration.

(c) Accounts Receivable and Payable. The District shall manage the Charter School's accounts receivable and payable, including:

- (1) Credit card distribution, payment and monitoring;
- (2) Processing of all purchase orders and check requests in a timely fashion;
- (3) Preparation and deposit of all deposits; and
- (4) Posting relevant information to appropriate ledgers.

(d) Student Data Information Management. The District shall provide technical assistance in the maintenance of a student information management system that tracks the following, at a minimum: average daily attendance, enrollment, standardized and alternative assessment data, emergency contacts, race/ethnicity, age, address, parent/guardian, immunization, discipline/suspension/expulsion. The Charter School shall be responsible for entering data into the system and shall be liable for the content of all data entered into the system and compliance with State requirements for monitoring attendance of students in an independent study program. The District shall also prepare and file with the State appropriate attendance and related reports derived from data entered into the system by the Charter School.

(e) Summer School/Extended Day Programs. The District shall make summer school and extended day programs available to Charter School students to the same extent as non-charter school students in the District. The District shall not discriminate against Charter School students in its provision of such services. Such services are charged on a per ADA basis for each Charter School student served by summer school or extended day programs.

## **10. Fiscal Controls.**

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with the annual budget adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. Except to the extent that the District is providing support services to the Charter School pursuant to Section 9 of this Agreement, the Charter School will be responsible for its daily and monthly attendance accounting, as well as any attendance reporting to the District, the County Office of Education or state agencies. The Charter School will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities

required of them by the Charter School. The Charter School's annual audit will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with applicable law.

(c) Annual Financial Audit. Except to the extent that the District is providing such services to the Charter School pursuant to Section 9 of this Agreement, the Charter School shall not be part of the annual District fiscal auditing process. The Charter School's governing board will annually appoint an external fiscal auditor, ~~subject to the approval of the District.~~ The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days after the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, or no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Charter School agrees to implement all audit recommendations to the District's satisfaction, unless other terms are agreed to between the District and the Charter School.

(d) Financial Reports. In addition to the foregoing requirements, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

(1) By July 1, 2015, and by July 1 each year thereafter, the Charter School will provide a complete budget for the coming fiscal year using an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include a budget for all funds and accounts operated by the Charter School, all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file may be emailed to the Director of the District's Business Services Department.

(2) By December 15 of each school year, the Charter School shall file a First Period Interim Report for changes that have taken place through October 31. The Charter school will use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include an updated budget for all funds and accounts operated by the Charter School all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file may be emailed to the Director of the District's Business Services Department.

(3) By March 15 of each school year, the Charter School shall file a Second Period Interim Report for changes that have taken place through January 31. The Charter school will continue to use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include an updated budget for all funds and accounts operated by the Charter School, all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file shall be emailed to the Director of the District's Business Services Department.

(4) By September 15 after the close of the school year, the Charter School shall file Un-audited Actuals covering July 1 through June 30 of the prior school year. The Charter school will continue to use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include the year end un-audited actual financial statement for all funds and accounts operated by the Charter School, all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file shall be emailed to the Director of the District's Business Services Department.

(5) The Interim Reports shall include:

- i. Year to date financial activity, broken down by month, showing budgeted versus actual amounts;
- ii. Detailed revenue and expenditure projections for the current year and the two (2) succeeding years, with assumptions;
- iii. Monthly cash flow, including up to date actuals and projects for the remainder of the current year.
- iv. LCFF Calculator
- v. Updated enrollment and ADA figures.

Failure to submit accurate and complete financial information as required hereby may be considered grounds for revocation of the Charter.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under previous parcel tax or bond elections.

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District will have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall not enter into an unsecured agreement or contract that gives rise to a multiple fiscal year direct or indirect debt or other financial obligation, which exceeds One Hundred Thousand dollars (\$100,000) on the part of the Charter School without the prior written consent of the District, and shall notify the District prior to entering into any debt whatsoever.

(g) Advance of Funds. Absent a written agreement to the contrary, the District shall not advance any funds to the Charter School nor shall the District provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. Consistent with section 15443 of Title 5 of the California Code of Regulations, the Charter School shall maintain prudent reserves at least equivalent to those required of school districts of similar size:

<u>School ADA</u>	<u>Expected Reserve</u>
<b>0-300</b>	<b>Greater of 5%* or \$50,000</b>
<b>301-1,000</b>	<b>Greater of 4%* or \$50,000</b>
<b>1,001-30,000</b>	<b>3%*</b>

\* Percentages are as applied to total expenditures, transfers out and other uses, except as provided for in Education Code section 33128.

(i) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall not be used to satisfy any third party debts or liabilities, including those of Non-Profit. Without limitation to the foregoing, no Charter School monies shall be allocated or spent on the debts or liabilities of any party or organization that is associated with founding this Charter School.

(j) Banking Arrangements. As set forth in section 5(c) above, the Charter School shall hold its funds in the county treasury, unless otherwise agreed in writing by the District. The Charter School's business manager will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 10(c). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Charter School secretary, who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. With respect to all purchases of services or physical assets over five thousand dollars (\$5,000), the Charter School must maintain documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The

Charter School's head of school or his or her designee shall not approve purchase orders or check requests lacking such documentation.

(l) Property Inventory. The Charter School's head of school or his or her designee shall establish and maintain an inventory of all the Charter School's non-consumable goods and equipment valued at more than six hundred dollars (\$600). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. Property shall be inventoried on an annual basis and lists of any missing property shall be presented annually to the Charter School's governing board.

(m) Payroll. Except to the extent that the District is providing such services to the Charter School pursuant to Section 9, the Charter School will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's head of school or his or her designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's head of school or his or her designee and the Charter School's business manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and tracking use of sick leave.

(n) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

## **11. Reporting to the District.**

(a) Enrollment. The Charter School recognizes the need to achieve sufficient enrollment each year so that Charter School remains fiscally viable. On an annual basis and no later than May 1 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. The Charter School shall also provide a list of the names, residential addresses, and residential telephone numbers of students enrolled and the district of residence for each student. The Charter School recognizes that this information is critical to District planning for the next year. The Charter School agrees to use its best efforts to give complete and accurate information regarding enrollment to the District on an ongoing basis.

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of all reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California.

(c) Notification to District Regarding Governing Body Composition. The Charter School shall annually (on or before July 1) send to the District a list of its directors and officers. The Charter School shall provide the District with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty days after such receipt.

(g) Student Records. The Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request to access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851. The Charter School, its officers and employees shall comply with FERPA and state laws regarding student records at all times.

**12. Special Education and Related Services; English Learners.** The Charter School and the District shall concurrently herewith enter into a Special Education Services Agreement. In addition to the terms thereof, the following terms govern the provision of special education and related services to Charter School students:

(a) Compliance with Applicable Law. All children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

(b) English Learners. The Charter School will annually administer the California English Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal testing and reporting of English Learners.

**13. Human Resources Management.**

(a) Charter School Exclusive Employer. The Charter School is the exclusive public school employer of its employees for purposes of collective bargaining as provided in Education Code section 47605 (b)(5)(O). The employees of the Charter School shall have no right to employment by the District. The Charter School shall have sole responsibility for employment, management, dismissal and discipline of its employees.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite

vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1. The District will provide certification to the Charter School that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The District will maintain on file and have available for inspection evidence that the District has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in STRS or PERS, the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all provisions of the federal No Child Left Behind Act ("NCLB").

**14. Insurance and Risk Management.** The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 14, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 14(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 14 shall include the following:

(1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to Cottonwood Union Elementary School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty calendar days after the date of mailing such notice.";

(2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 12(a)(1) will be sent, and length of notice period; and

(3) A statement that the District and its officers, employees and agents are named as additional insureds under the policy and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The Charter School shall provide the District with an additional insured endorsement for each insurance policy held by the Charter School. A certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.

(c) General Liability Insurance. The Charter School shall purchase and hold occurrence-based general liability insurance in the amount of ten million dollars (\$10,000,000) providing coverage for, among other things, negligence, errors and omissions, educators legal liability, abuse and molestation, crime, and employment practices liability of the Charter School, its Board, officers, agents, employees or students. The deductible per occurrence for said insurance shall not exceed ten thousand dollars (\$10,000) for any and all losses resulting from negligence, errors and omissions of the Charter School, its Board, officers, agents, employees or students.

(d) Property Insurance. Because the Charter School is located in a District facility, the Charter School must also secure property insurance as outlined in the Facilities Use Agreement between the Charter School and the District. In addition the Charter School shall secure and maintain content property insurance for the Charter School's property with a minimum policy limit of eighty percent (80%) of the value of the Charter School's property.

(e) Bond. The Charter School shall purchase and hold fidelity bond coverage to cover all school employees.

**15. Facilities.** The parties shall separately enter into a Facilities Use Agreement concurrently herewith, setting forth all terms and provisions concerning facilities for the Charter School.

**16. Indemnification.** The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "indemnified parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the indemnified parties.

**17. Compliance with Law Applicable to Public Agencies.** The Charter School shall at all times comply with laws which generally apply to public agencies or from federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code §§ 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
- State conflict of interest laws (the Political Reform Act (Cal. Gov. Code §§ 87100 *et seq.*), and Cal. Gov. Code §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights



Act;

- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code §§ 12900 *et seq.*;
- The Age Discrimination in Employment Act ("ADEA") 29 U.S.C. §§ 621 *et seq.*, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*), Education Code sections 220 *et seq.*;
- The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. §§ 1232g *et seq.*; and
- The No Child Left Behind Act ("NCLB") 20 U.S.C. §§ 6301 *et seq.*

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a voting member to the Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School understands and agrees that all of its records that relate in any way to the operation of the Charter School are public records subject to the requirement of the Public Records Act (Government Code sections 6250 *et seq.*) as well as Education Code section 47604.3.

(c) Statement of Fact. The Charter School shall file a Statement of Fact – Roster of Public Agencies in accordance with Government Code section 53051. A copy of the initial filing and any subsequent amendments required by law shall be forwarded to the District.

## **18. Transportation.**

Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

**19. Amendments to Charter.** Changes to the Charter deemed to be material amendments may not be made without District consideration and approval. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than ten percent (10%) +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;

- (e) Location of facilities and/or new sites;
- (f) Admission preferences; and
- (g) Governance structure.

**20. Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both parties.

In the event of changes in laws, District policies, or conditions of operation by the State Board of Education ("SBE"), the District reserves the right to require modifications to this Agreement. The Charter School agrees to approve such modifications as required by applicable law, District policy or SBE directive.

**21. Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement, the Special Education Services Agreement, or the Facilities Use Agreement shall be subject to the following procedure, which shall, with respect to the interpretation of such agreements, supersede the dispute resolution procedure set forth in the Charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The Superintendent of the District (or his or her designee) and the Charter School head of school shall each appoint one (1) representative to form a "Site Committee". If a Site Committee was previously appointed in attempt to resolve a prior dispute, the membership of such committee shall be deemed to continue in service unless (1) any member is no longer employed by the party such member represents or (2) any party requests, in writing, that the other party appoint a new member to replace an existing member, such requests to be made solely in the interest of furthering the resolution of disputes. The Site Committee shall meet to attempt informal resolution of the dispute. The Site Committee shall attempt to formulate proposed solutions to the dispute, and shall present such solutions to the party each such member represents.

(b) If such efforts do not yield a resolution within thirty (30) days of the first such meeting of the Site Committee to resolve each such dispute, the Superintendent of the District and the Executive Director of the Charter School shall meet with the Site Committee at least once and up to three times in an effort to reach a resolution of the dispute.

(c) If the parties are unable to resolve the dispute through such informal meetings, any party may request in writing that the dispute be submitted to non-binding mediation, and the other party shall accede to such request. The cost of such mediation shall be borne evenly by the District and the Charter School. The mediator shall be selected jointly by the District and the Charter School, and the parties shall cooperate to find a reasonably acceptable mediator.

(d) Any resolution of a dispute pursuant to the foregoing procedure shall be submitted to the governing boards of both the District and the Charter School for acceptance before such resolution is effective.

(e) If the parties are unable to resolve the dispute through non-binding mediation,

then either party may exercise any other legal remedy such party may have. Compliance with these dispute resolution procedures shall be a prerequisite to any legal action to enforce the terms of this Agreement.

(f) Exercise by the Charter School of this dispute resolution procedure shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

**22. Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**23. Governing Authority.** To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. However, if any provision of this Agreement is not aligned with the Charter, the Charter School and the District may agree to modify this Agreement, pursuant to the terms of section 20, or the Charter, pursuant to applicable law, in order to bring about alignment.

**24. Venue.** The parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Shasta County, California.

**25. Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at:  
Cottonwood Union Elementary School District  
20512 West First Street  
Cottonwood, CA 96022  
Attn: Superintendent

To the Charter School at:  
Cottonwood Creek Charter School  
20512 West First Street  
Cottonwood, CA 96022  
Attn: Director

**26. Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cottonwood Creek Charter School

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cottonwood Union Elementary School District

Approved and ratified this 19th day of April, 2016, by the Board of Education of the Cottonwood Union Elementary School District by the following vote: .

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAINS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Certification by the Superintendent.

March 25, 2016

TO: David Alexander  
Superintendent, Cottonwood Union School District

FROM: Glenda White  
Cottonwood Teachers Association

Re: **Association's Initial Proposal for a Successor Contract**

Article 4 Supplemental Classroom Supplies  
Change in amount and dates

Article 5 Complaint Procedure  
Clarify Language

Article 6 Grievance Procedure  
Clarify Language  
Binding Arbitration

Article 7 Hours of Employment  
Eliminate 2014-2015 language  
Clarify outside duties  
Clarify Language  
Establish prep time

Article 8 Employee Job Sharing  
Clarify language  
Put in language to reflect ed code  
Change to daily rate for sharing teacher to sub

Article 9 Class Size  
Clarify Language  
Put in language that reflects current legislation

Article 10 Extra duty  
Clarify language  
Change policies to reflect current ed code

Article 11 Catastrophic Leave  
Clarify language  
Establish committee

Article 12 Leaves of Absence

Change from 3 days to 5 days

Clarify language

Change language to reflect current laws

Change Association leave from calendar year to school year

Article 13 Transfer and Reassignment

Clarify language

Add language for posting positions and length of time

Article 14 Evaluations and Personnel Files

Clarify language

Establish reasonable amount of time for observation

Rewrite evaluation format based on California Standards of Teaching Profession

Establish personnel file as separate article

Article 15 Salary Schedule Placement and Advancement

Clarify language

Increase years of service

Rewrite language so it reflects current laws

Establish how units can be earned

Eliminate portions that are not legal under California law

Eliminate mutually agreed language

Article 16 Compensation

Clarify language

Eliminate 2013-2014 language

Define annual savings

IRS rate for travel

Article 17 Layoff Procedures

Clarify language

Establish fair and equitable tie breaking criteria

Eliminate unnecessary portions

Article 19 Retirement

Clarify language


cc: Jennifer Tarabochia, CTA Staff

April 13, 2016

To: Cottonwood Teachers' Association

Glenda White, Carol Johnson, and Erin Andrews Bargaining Team

From: Cottonwood Union School District

David Alexander,  Superintendent and Laura Merrick,  Chief Business Officer

RE: Sunshine 2016-17 Contract Articles

The Cottonwood Union School District would like to discuss the following articles:

Article VII - Hours of Employment

Article X - Extra Duties

Article XII - Leave of Absence

Article XIII - Transfer and Reassignment

Article XIV - Evaluations and Personnel Files

Article XV - Salary Schedule Placement and Advancement

Article XVI - Compensation

Article XVII - Summer School

Article XVIII - Layoff Procedures

Article XXII - Term

Appendix "C"

Appendix "E"

We look forward to discussing these items with your team.

## **POLICY GUIDE SHEET**

**April 2016**

**Page 1 of 1**

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

### **BP/E 3515.7 - Firearms on School Grounds**

(BP/E added)

New policy reflects **NEW LAW** (SB 707, 2015) which eliminates the exception that had allowed persons with a Carry Concealed Weapon (CCW) license to possess a firearm on campus. The law now requires such persons to obtain written permission of the Superintendent or designee in order to possess a firearm and/or ammunition on school grounds. Policy contains options for the Board either to prohibit any person from possessing a firearm on campus, unless that person is specifically allowed such possession by law, or to authorize the Superintendent or designee to use his/her legal authority to permit persons with a CCW license to possess a firearm and/or ammunition on campus. For districts choosing to allow such permission to be granted on a case-by-case basis, the policy establishes optional criteria and conditions that must be met. Two new Exhibits provide (1) a sample form for persons to apply for permission to possess a firearm and/or ammunition on school grounds and (2) a sample agreement describing responsibilities and restrictions on such possession which should be signed by the Superintendent or designee and by the person granted permission.



**FIREARMS ON SCHOOL GROUNDS**

**Cautionary Notice:** SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that a person with a concealed weapons license must obtain written permission of the Superintendent or designee in order to possess a firearm and/or ammunition on school grounds. In view of the public interest and safety issues involved, CSBA strongly recommends that the Governing Board adopt a policy either prohibiting or permitting such possession and, if such possession is allowed, establishing conditions and criteria for granting permission to individuals. Because the law now requires an affirmative action on the part of the district to allow or disallow concealed weapons permit holders to possess a firearm and/or ammunition on school grounds, it is possible that district liability could be increased. Thus, in adopting a policy, CSBA recommends that the Board consult with the district's legal counsel and insurance provider and with local law enforcement in order to carefully tailor the following sample policy to reflect the district's local circumstances.

Note: The following **optional** Board policy should be revised to reflect district practice.

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

*(cf. 3515 - Campus Security)*  
*(cf. 3515.2 - Disruptions)*  
*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5131.4 - Student Disturbances)*  
*(cf. 5131.7 - Weapons and Dangerous Instruments)*

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 1112 - Media Relations)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

Note: Pursuant to Penal Code 626.9 (the Gun Free School Zone Act), the possession of a firearm on school grounds or within 1,000 feet of a school is prohibited, unless the person obtains the written permission of the Superintendent or designee or meets one of the exceptions specified in law (e.g., is a law enforcement or honorably retired peace officer, a member of the military forces engaged in the performance of his/her duties, a security guard, or participating at an existing shooting range at a school). SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that the exception for a holder of a valid Carry Concealed Weapon (CCW) license applies only to the area within 1,000 feet of a school, not on school grounds. Thus, a holder of a valid CCW license may possess a firearm and/or ammunition on school grounds only if he/she obtains the written permission of the Superintendent or designee.

Pursuant to Education Code 35160 and 35161, the Board is authorized to make rules for the governance of the district. Option 1 below reflects the Board's authority to prohibit the Superintendent or designee from permitting any person who is not specifically listed in Penal Code 626.9 or 30310 from carrying a firearm

## **FIREARMS ON SCHOOL GROUNDS (continued)**

and/or ammunition onto school grounds. Option 2 reflects the Board's authority to allow the Superintendent or designee to grant permission, on a case-by-case basis, to holders of valid CCWs within the parameters set forth in law.

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. *School grounds* include, but are not limited to, school buildings, fields, storage areas, and parking lots.

### **OPTION 1:**

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

Note: The remainder of this policy is for use by districts selecting Option 2, which allows the Superintendent or designee to exercise the authority to grant written permission to carry a firearm and/or ammunition on school grounds. Prior to adopting Option 2, the district should consult with legal counsel, the chief of police or county sheriff, insurance carriers, and other appropriate persons or agencies to assess the district's potential liability and the potential impact on the district's tactical response and comprehensive safety plans.

### **OPTION 2:**

Note: The following paragraph may be revised to reflect district criteria, if any, for establishing eligibility for granting written permission to other persons to carry a firearm and/or ammunition on school grounds. To comply with both state and federal law, individuals need a CCW license without any restrictions regarding carrying a firearm on school grounds. CCW licenses are issued only by a California county sheriff to residents of the county or by the chief of police to residents of the city. Pursuant to Penal Code 26150 and 26155, minimum requirements for the CCW license include proof of "good moral character," good cause for issuance of the license, fulfillment of residency requirements, and completion of a course of training. Some counties also require a psychological evaluation. According to Frequently Asked Questions on the web site of the Office of the Attorney General, California law does not honor or recognize CCW licenses issued outside the state.

In addition, the district may revise the following paragraph to specify the person(s) authorized to grant permission. Pursuant to Penal Code 626.9, the Board could grant such authority to the Superintendent, his/her designee, or "equivalent school authority," which CSBA interprets to mean anyone who is responsible for running a school or program, such as the director of a regional occupational center/program, the principal of a charter school, etc. The paragraph also may be revised to indicate whether the Board will be involved in the review of grants or denials of permission.

In addition, the Board authorizes the Superintendent or designee to grant written permission to a person who holds a valid Carry Concealed Weapon (CCW) license issued in California and who is at least 21 years of age to possess lawful firearms and/or ammunition on school grounds in accordance with law and Board policy.

Note: The following paragraph provides an example of criteria that the district may use in granting permission to its employees, and may be revised to reflect district practice.

## **FIREARMS ON SCHOOL GROUNDS (continued)**

Any employee granted permission shall be an employee with no disciplinary record in the previous four years.

*(cf. 4116 - Probationary/Permanent Status)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

No staff member shall be required to carry a firearm and/or ammunition while on school grounds.

Note: It is recommended that the district require any person requesting to carry a firearm and/or ammunition on school grounds to complete an application. See Exhibit (1) for a sample application form.

Any person requesting to carry a firearm on school grounds shall annually submit an application to the Superintendent or designee. He/she shall also provide a copy of a valid CCW license and meet any other requirement of the insurance provider, such as additional training or insurance coverage.

*(cf. 3580 - District Records)*

Note: It is recommended that any person granted permission to carry a firearm and/or ammunition on school grounds be required to read and sign a firearm and ammunition possession agreement. The agreement should specify all responsibilities and restrictions placed upon the possession of a firearm or ammunition on school grounds. See Exhibit (2) for a sample agreement.

Any person who is granted permission shall be required to sign the district's firearm and ammunition possession agreement. The signed agreement shall be maintained in the district's records. The principal and other appropriate staff shall be notified regarding persons who have been granted permission.

Permission shall be granted only if the Superintendent or designee is satisfied that the possession on school grounds shall be for a peaceful and lawful purpose or activity and that the possessor will at all times comply with all terms included in the district's firearm and ammunition possession agreement.

Permission to carry a firearm and/or ammunition on school grounds may be revoked by the Board or the Superintendent or designee at any time. In addition, when any person granted permission to possess a firearm on campus is directed to leave school grounds for reasons of disruption or other violation of law or district policy, the permission is automatically revoked.

## **FIREARMS ON SCHOOL GROUNDS (continued)**

### *Legal Reference:*

#### EDUCATION CODE

32281 *Comprehensive safety plan*

35160 *Powers and duties of the board*

35161 *Powers and duties of the board; authority to delegate*

38001.5 *District security officers; requirements if carry firearm*

#### PENAL CODE

626.9 *Gun Free School Zone Act*

830.32 *District police department; district decision to authorize carrying of firearm*

16150 *Definition of ammunition*

16520 *Definition of firearm*

26150-26225 *Concealed weapons permit*

30310 *Prohibition against ammunition on school grounds*

#### UNITED STATES CODE, TITLE 18

921 *Definitions, firearms and ammunition*

922 *Firearms, unlawful acts*

923 *Firearm licensing*

#### UNITED STATES CODE, TITLE 20

7151 *Gun-Free Schools Act; student expulsions for possession of firearm*

### *Management Resources:*

#### WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

**FIREARMS ON SCHOOL GROUNDS**

**APPLICATION FOR FIREARM/AMMUNITION ON SCHOOL GROUNDS**

Note: The following Exhibit is for use by districts that authorize the Superintendent or designee to grant permission to carry a firearm or ammunition on school grounds pursuant to Penal Code 626.9 and 30310; see Option 2 in the accompanying Board policy. The district may revise this sample application in order to obtain any other information needed to determine if the individual meets district eligibility criteria.

Please fill out all three sections of this application and attach all documents listed in Section 2. Incomplete applications will not be processed.

Return this application to:

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(address)

**SECTION 1. Identifying Information**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

School(s) at which I seek permission to carry a firearm and/or ammunition:

\_\_\_\_\_  
\_\_\_\_\_

I am a (check one or more):

\_\_\_ District employee (Job title: \_\_\_\_\_ Location: \_\_\_\_\_)

\_\_\_ Parent/guardian of child(ren) at the following school(s): \_\_\_\_\_

\_\_\_ Other: \_\_\_\_\_

Reason for requesting permission to carry firearm and/or ammunition on school grounds:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIREARMS ON SCHOOL GROUNDS (continued)**

**SECTION 2. Required Documents**

The following documents must be attached to this application:

1. Copy of a valid Carry Concealed Weapon (CCW) license issued in California

Date of expiration: \_\_\_\_\_

Note: The district may add other documents required by the district or its insurance provider, such as documentation of insurance coverage or training.
---

2. \_\_\_\_\_

**SECTION 3. Acknowledgment**

I understand that by submitting this application I am certifying under penalty of perjury under the laws of the State of California that the information provided is accurate and all documents attached are true and correct copies of the original. I understand that the decision to grant me permission to carry a firearm and/or ammunition on school grounds is at the sole discretion of the school district.

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## FIREARMS ON SCHOOL GROUNDS

### FIREARM AND AMMUNITION POSSESSION AGREEMENT

Note: The following Exhibit is for use by districts that authorize the Superintendent or designee to grant permission to carry a firearm or ammunition on school grounds pursuant to Penal Code 626.9 and 30310; see Option 2 in the accompanying Board policy. The following agreement is intended as a sample only. The district should consult with legal counsel, the county sheriff and/or city chief of police, insurance carriers, and others as appropriate to determine the content that should be included in the district's agreement.

The district permits the possession of firearms and ammunition on school grounds consistent with applicable law and Board policy. Before the Superintendent or designee grants such permission to any person to possess a firearm or ammunition on school grounds, the person requesting such permission must agree to the conditions described below regarding acceptable use and the safety restrictions imposed by the district.

#### I. Definitions

Note: The definitions of "ammunition," "firearm," and "carry concealed weapon" below reflect the provisions of Penal Code 16150, 16520, and 26170, respectively. Because federal and state gun laws and regulations change frequently and may impact these definitions, the district should regularly review this agreement in consultation with legal counsel to ensure that these definitions are current.

*Ammunition* means, but is not limited to, any bullet, cartridge, magazine, clip, speed loader, autoloader, or projectile capable of being fired from a firearm with a deadly consequence. Ammunition does not include blanks.

*Firearm* means a device, designed to be used as a weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion.

*Carry Concealed Weapon (CCW) license* means a valid, current permit to carry a concealed firearm issued by a county sheriff or chief of police within California and must contain no restriction on the carrying of a firearm on school grounds.

*School grounds* include, but are not limited to, school buildings, fields, storage areas, and parking lots.

#### II. District Rights

Note: The following section contains some of the rights that the district may wish to retain with respect to the possession of firearms and/or ammunition on school grounds. It is by no means exhaustive, and CSBA recommends that the district consult its legal counsel to modify or expand the list as necessary.

The Superintendent or designee shall notify the principal and other appropriate staff of all persons granted permission to carry a firearm and/or ammunition on school grounds.

## **FIREARMS ON SCHOOL GROUNDS (continued)**

Permission to carry a firearm and/or ammunition does not necessarily apply to all types of lawful firearms or ammunition. The Superintendent or designee may deny permission for any specific type of firearm or ammunition or otherwise change the scope of the permission.

The Superintendent or designee shall notify law enforcement in the event that the person uses a firearm or ammunition in a manner that threatens the safety of other persons or district property.

The district reserves the right to revoke, at any time, the permission granted to an individual to possess a firearm and/or ammunition on school grounds. Grounds for revocation include, but are not limited to, a violation of law, Board policy, or any terms of this Agreement; concerns of the Superintendent or designee about the individual's ability to safely use the firearm or ammunition on school grounds; or any subsequent change in Board policy that would prohibit the granting of permission to any individual.

### **III. Responsibilities**

Note: The following section contains some of the responsibilities of individuals who have written permission to carry a firearm and/or ammunition on school grounds. It is by no means exhaustive, and CSBA recommends that the district consult its legal counsel and insurance provider to modify or expand the list as necessary.

Responsibilities of any person given permission to carry a firearm or ammunition on school grounds include, but are not necessarily limited to:

1. Abiding by all applicable laws, Board policy, and the terms of this Agreement
2. Ensuring the safe storage and handling of the firearm and ammunition
3. Notifying the Superintendent or designee whenever the CCW license is revoked, expires, has new restrictions placed on it, or is renewed during the term of this Agreement and providing a copy of the renewed license as applicable
4. Only using the firearm and/or ammunition during an emergency that threatens the safety of students, staff, or other persons on school grounds and in accordance with applicable laws and the terms of the CCW license

### **IV. Acknowledgment of Receipt and Agreement**

I acknowledge that I have received, read, and understood the Firearms and Ammunition Possession Agreement. I understand that any violations of this Agreement may be grounds for revocation of the Agreement.



**FIREARMS ON SCHOOL GROUNDS (continued)**

*For district employees:* In addition, I understand that any violations of this Agreement may result in disciplinary action, up to and including termination.

My signature below indicates my knowing and voluntary acceptance of all the terms of this Agreement. I understand it is my obligation to apply to renew this Agreement before it expires in order to continue to possess a firearm or ammunition on school grounds.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VI. District Permission**

Note: The following section should be signed by the Superintendent, his/her designee, or equivalent school authority authorized by the Governing Board to grant written permission pursuant to Penal Code 626.9. See the accompanying Board policy.

Pursuant to Penal Code 626.9 and 30310 and as authorized by the Governing Board, I grant written permission to the following individual, whose name appears on the signature line under Section IV – Acknowledgement of Receipt and Agreement, to carry a firearm or ammunition on school grounds under the terms of this Agreement.

I reserve the right to revoke or modify the scope of the permission granted in this Agreement. This Agreement shall automatically expire on the date listed below and may be renewed subject to district criteria.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Expiration date of Agreement: \_\_\_\_\_

# **Cottonwood Union ESD**

## **Board Policy**

### **Weapons And Dangerous Instruments**

BP 5131.7

#### **Students**

The Governing Board desires students and staff to be free from the fear and danger presented by firearms and other weapons. The Board therefore prohibits any person other than authorized law enforcement or security personnel from possessing weapons, imitation firearms, or dangerous instruments of any kind in school buildings, on school grounds or buses, or at a school-related or school-sponsored activity away from school.

(cf. 3515.3 - District Police/Security Department)

#### **Possession of Weapons**

Under the power granted to the Board to maintain order and discipline in the schools and to protect the safety of students, staff and the public, any school employee is authorized to confiscate a weapon, dangerous instrument or imitation firearm from any person on school grounds.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 4158/4258/4358 - Employee Security)

Students possessing or threatening others with a weapon, dangerous instrument or imitation firearm are subject to suspension and/or expulsion in accordance with law, Board policy and administrative regulations.

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

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

The principal or designee shall notify law enforcement authorities when any student possesses a weapon or commits any act of assault with a firearm or other weapon. (20 USC 7151; Education Code 48902; Penal Code 245, 626.9, 626.10)

Upon written permission of the principal or designee, a student may possess a weapon on school grounds when necessary for a school-sponsored activity or class. The principal or designee shall inspect the weapon to ensure that necessary safety precautions have been taken.

#### **Reporting of Injurious Objects**

The Board encourages students to promptly report the presence of weapons, injurious objects or other suspicious activity to school authorities. The identity of a student who reports such

activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The strategy shall also include means of informing staff, students and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

(cf. 5138 - Conflict Resolution/Peer Mediation)

**Legal Reference:**

**EDUCATION CODE**

35291 Governing board to prescribe rules for discipline of the schools

48900 Grounds for suspension/expulsion

48902 Notification of law enforcement authorities

48915 Required recommendation for expulsions

48916 Readmission

49330-49335 Injurious objects

**PENAL CODE**

245 Assault with deadly weapon

417.4 Imitation firearm; drawing or exhibiting

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razor or stun gun; bringing or possessing in school or on school grounds; exception

653k Soliciting a minor to commit certain felonies

12001 Control of deadly weapons

12020-12028.5 Unlawful carrying and possession of concealed weapons

12403.7 Weapons approved for self defense

12220 Unauthorized possession of a machinegun

12401 Tear gas

12402 Tear gas weapon

12403.7 Weapons approved for self defense

12403.8 Minors 16 or over; tear gas and tear gas weapons

12555 Imitation firearms

**UNITED STATES CODE, TITLE 20**

6301-7941 No Child Left Behind Act; especially:

7151 Gun-Free Schools Act

**Management Resources:**

**CDE COMMUNICATIONS**

0401.01 Protecting Student Identification in Reporting Injurious Objects

**WEB SITES**

CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety/safetyhome>

## AGENDA

CSBA: <http://www.csba.org>

Policy COTTONWOOD UNION SCHOOL DISTRICT  
adopted: December 18, 2001 Cottonwood, California

**Anderson Union HSD**

BP 5131.7 (a)

**Students****WEAPONS AND DANGEROUS INSTRUMENTS**

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5116.1 - Intradistrict Open Enrollment)*  
*(cf. 5131 - Conduct)*

**Possession of Weapons**

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

*(cf. 4158/4258/4358 - Employee Security)*

Unless he/she has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))*

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7151)

*(cf. 3515.2 - Disruptions)*

Under this policy, the District grants written permission to a person who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds if such person is a lawful holder of a valid and current Carrying Concealed Weapons (CCW) permit issued by a local law enforcement authority in California, provided the CCW does not have restrictions imposed by the issuing authority relative to possession of a firearm on public property. Such permission shall be conditional upon peaceful and lawful activity by the possessor at all times. Permission may be revoked at any time by verbal notice to an individual, or by written posting of a notice at the District Office giving notice to all persons of revocation of permission.

**Anderson Union HSD**

BP 5131.7 (b)

**WEAPONS AND DANGEROUS INSTRUMENTS, continued****Advance Permission for Possession of a Weapon for Educational Purposes**

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall, at least five school days in advance of the planned possession, submit a written request to the principal which explains the planned use of the weapon and the duration. The student shall also submit a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when he/she determines that it is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, he/she shall provide the student and staff person with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, he/she shall take all necessary precautions to ensure the safety of all persons on school grounds, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any weapon allowed shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

A student granted permission to possess a weapon may be suspended and/or expelled if he/she possesses or uses the weapon inappropriately.

The district maintains a trap range on district property for educational purposes. Properly authorized persons under the direct supervision of an assigned certificated employee may access the district's weapons and ammunition and use them as specifically authorized and instructed by the Superintendent or designee. Persons wishing to transport firearms and/or ammunition to and from the location of the trap range and its storage facilities must receive advance written permission from the Superintendent or designee, unless such person is an assigned certificated employee and is transporting such material as strictly necessary for educational purposes.

**Possession of Pepper Spray**

Students age 16 or older may legally possess tear gas or tear gas weapons such as pepper spray for the purpose of self-defense. However, such students shall be subject to suspension and/or expulsion if they use such items inappropriately or for any purpose other than self-defense.

**Reporting of Dangerous Objects**

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

**Anderson Union HSD**

BP 5131.7 (c)

**WEAPONS AND DANGEROUS INSTRUMENTS, continued***(cf. 5125 - Student Records)*

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

**Legal Reference:****EDUCATION CODE**35291 *Governing board to prescribe rules for discipline of the schools*48900 *Grounds for suspension/expulsion*48902 *Notification of law enforcement authorities*48915 *Required recommendation for expulsions*48916 *Readmission*49330-49335 *Injurious objects***PENAL CODE**245 *Assault with deadly weapon*417.4 *Imitation firearm; drawing or exhibiting*626.9 *Gun-Free School Zone Act of 1995*626.10 *Dirks, daggers, knives, razor or stun gun; bringing or possessing in school*653k *Switchblade knife*16100-17350 *Definitions*22810-23025 *Tear gas weapon (pepper spray)*25200-25225 *Firearms, access to children*30310 *Prohibition against ammunition on school grounds***UNITED STATES CODE, TITLE 20**6301-7941 *No Child Left Behind Act, especially:*7151 *Gun-Free Schools Act***Management Resources:****CSBA PUBLICATIONS***Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011***CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS**0401.01 *Protecting Student Identification in Reporting Injurious Objects***U.S. DEPARTMENT OF EDUCATION PUBLICATIONS***Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, January 2004***WEB SITES**CSBA: <http://www.csba.org>California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>National Alliance for Safe Schools: <http://www.safeschools.org>National School Safety Center: <http://www.schoolsafety.us>U.S. Department of Education, Office of Safe and Drug Free Schools: <http://www.ed.gov/about/offices/list/osdfs>

Policy adopted: December 15, 2015

ANDERSON UNION HIGH SCHOOL DISTRICT

Anderson, CA

# **CSBA Sample**

## **Board Policy**

### **Weapons And Dangerous Instruments**

BP 5131.7

#### **Students**

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District Police/Security Department)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5131 - Conduct)

(cf. 5138 - Conflict Resolution/Peer Mediation)

#### **Possession of Weapons**

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

(cf. 4158/4258/4358 - Employee Security)

\*\*\*Note: Education Code 48915 and 20 USC 7151 require the mandatory expulsion of a student who has possessed a firearm, brandished a knife, or committed any other acts listed in Education Code 48915(c). See AR 5144.1 - Suspension and Expulsion/Due Process for grounds for suspension and expulsion and expulsion procedures. \*\*\*

Unless he/she has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

(cf. 5144 - Discipline)

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

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



\*\*\*Note: Pursuant to 20 USC 7151, any district receiving federal funds under the No Child Left Behind Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Penal Code 245, 626.9, and 626.10 and Education Code 48900(c) and (d). In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. See AR 5144.1 - Suspension and Expulsion/Due Process for comparable compliance statements. \*\*\*

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7151)

(cf. 3515.2 - Disruptions)

**OPTION 1: Advance Permission for Possession of a Weapon for CCW Permit Holders**

The Superintendent may grant advance written permission to a person who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds to a person who is a lawful holder of a valid and current carrying concealed weapons (CCW) permit issued by a local law enforcement authority in California. Such permission shall be granted to individuals upon application to the Superintendent and the Superintendent has discretion to grant or deny permission. Any permission shall be based on sufficient proof of a current CCW permit that does not have restrictions imposed by the issuing authority relative to possession of a firearm on public property, and upon the Superintendent's determination of a valid purpose for possession of a firearm. Permission may be revoked at any time by verbal notice to the individual, or by written posting of a notice at the District office giving notice to all persons of revocation of permission.

**OPTION 1A:** No firearms shall be allowed at instructional activities or extracurricular activities. District employees are not permitted to carry concealed weapons on District property or at District activities unless they are a peace officer and specifically authorized by their employment duties to carry a firearm.

**OPTION 2: Advance Permission for Possession of a Weapon for CCW Permit Holders**

The District hereby grants written permission to a person who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds if such person is a lawful holder of a valid and current carrying concealed weapons (CCW) permit issued by a local law enforcement authority in California, provided the CCW permit does not have restrictions imposed by the issuing authority relative to possession of a firearm on public property. Such permission shall be conditional upon peaceful and lawful activity by the possessor at all times.

## AGENDA

Permission may be revoked at any time by verbal notice to an individual, or by written posting of a notice at the District office giving notice to all persons of revocation of permission.

**OPTION 2A:** No firearms shall be allowed at instructional activities or extracurricular activities. District employees are not permitted to carry concealed weapons on District property or at District activities unless they are a peace officer and specifically authorized by their employment duties to carry a firearm.

**Note:** Options 1 and 2 carry some risk of liability due to the presence of firearms on campus and the potential for injury. Options 1A and 2A will prevent employees from carrying weapons in class and prevent members of the community from carrying weapons to athletic events and to the classroom. Consult your insurance carrier regarding these options and any consequences regarding insurance coverage. Some insurance carriers may not insure schools that allow unlimited carrying of concealed weapons.

**OPTION 3:** [NO CHANGE] – Option 3 is to make no changes to this policy

**Note:** Senate Bill 707, effective January 1, 2016, deletes the exemption in the Penal Code for persons who have a license (CCW permit) to carry a firearm. In other words, it is presumptively illegal effective January 1, 2016 to carry a firearm on school grounds, unless specific exemptions apply. If Districts make no change to this policy, then they will follow California law barring the carrying of concealed weapons on District property. No action needs to be taken to effectuate this option.

### Advance Permission for Possession of a Weapon for Educational Purposes

**Note:** 20 USC 7151 allows possession of a firearm on school grounds for educational purposes when (1) the firearm is lawfully stored in a locked vehicle and (2) the principal authorizes possession for approved activities and the district has adopted appropriate safeguards to ensure student safety. Federal law is consistent with Penal Code 626.10 which authorizes students to possess certain weapons with written permission of the principal when necessary for a school-sponsored activity or class. \*\*\*

**Note:** The following optional section is for use by districts that wish to allow such possession of firearms and other weapons and should be modified to reflect specific safeguards and timelines adopted by the district. \*\*\*

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall, at least five school days in advance of the planned possession, submit a written request to the principal which explains the planned use of the weapon and the duration. The student shall also submit a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when he/she determines that it is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the

duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, he/she shall provide the student and staff person with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, he/she shall take all necessary precautions to ensure the safety of all persons on school grounds, including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any weapon allowed shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

A student granted permission to possess a weapon may be suspended and/or expelled if he/she possesses or uses the weapon inappropriately.

#### Possession of Pepper Spray

\*\*\*Note: Penal Code 22815, as renumbered by SB 1080 (Ch. 711, Statutes of 2010), allows minors age 16 or older to purchase and possess tear gas or tear gas weapons for purposes of self-defense if they are accompanied by a parent/guardian or have the written consent of their parent/guardian. Option 1 below, for use by districts that allow students to bring such defensive items to school, reflects the fact that a student can be disciplined under Education Code 48900 or 48915 if such an item is used for a purpose other than self-defense. Option 2 is for use by districts that prohibit students from bringing such items to school. \*\*\*

OPTION 1: Students age 16 or older may legally possess tear gas or tear gas weapons such as pepper spray for the purpose of self-defense. However, such students shall be subject to suspension and/or expulsion if they use such items inappropriately or for any purpose other than self-defense.

OPTION 2: To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

#### Reporting of Dangerous Objects

\*\*\*Note: Education Code 49335 requires the California Department of Education (CDE) to develop a system, for use by districts, to shield the identity of and provide protection to students who report the presence of "injurious objects" on school grounds. Pursuant to Education Code 49330, an "injurious object" is an object capable of inflicting substantial bodily damage and those objects listed in specified sections of the Penal Code, as renumbered by SB 1080 (Ch. 711, Statutes of 2010); see the accompanying administrative regulation. These weapons include, but are not limited to, firearms, knives, metal knuckles, and explosives. \*\*\*

\*\*\*Note: The system developed by the CDE pursuant to Education Code 49335 was a directive for districts to ensure that district policy has been adopted which implements the student reporting protections. The following section should be modified to reflect district practice. \*\*\*

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

(cf. 5125 - Student Records)

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

**Legal Reference:**

**EDUCATION CODE**

35291 Governing board to prescribe rules for discipline of the schools

48900 Grounds for suspension/expulsion

48902 Notification of law enforcement authorities

48915 Required recommendation for expulsions

48916 Readmission

49330-49335 Injurious objects

**PENAL CODE**

245 Assault with deadly weapon

417.4 Imitation firearm; drawing or exhibiting

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razor or stun gun; bringing or possessing in school

653k Switchblade knife

16100-17350 Definitions

22810-23025 Tear gas weapon (pepper spray)

25200-25225 Firearms, access to children

30310 Prohibition against ammunition on school grounds

**UNITED STATES CODE, TITLE 20**

6301-7941 No Child Left Behind Act, especially:

7151 Gun-Free Schools Act

**Management Resources:**

**CSBA PUBLICATIONS**

Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition,  
October 2011

**CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS**

0401.01 Protecting Student Identification in Reporting Injurious Objects

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, January  
2004

**WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>

National Alliance for Safe Schools: <http://www.safeschools.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office of Safe and Drug Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

(3/08 3/10) 11/11

COTTONWOOD UNION SCHOOL DISTRICT  
PERSONNEL REQUEST FORM

(Section A-1: To be completed by Site Supervisor)

Job Title/Classification: 6<sup>th</sup> Grade Teacher New Position ☒ Vacant Position ☐ Change ☐

Position Justification: (Program/Action Plan) Class size reduction

Desired Qualifications:

Skills/Abilities: Multi-Subject Credential

Amount of experience desired: \_\_\_\_\_

Certification/Licenses Needed: C.A. Teaching Credential

Position is ☒ Permanent ☐ Temporary - from \_\_\_\_\_ to \_\_\_\_\_ ☐ Long Term Sub from \_\_\_\_\_ to \_\_\_\_\_

Daily Working Hours: from 7:30 to 3:00 Hours per day: 7

Worksite: West Assignment START date: 8-15-16

Work Months Per Year ☒ 11 month ☐ 12 month

Employee Replaced: N/A Supervisor: Geren

Signature of Requesting Supervisor: [Signature] Date: 4-15-16

(Section A-2: To be completed by CBO & Supt.)

Chief Business Official's Approval for Budget: [Signature] Date: 4/15/16

Superintendent's Approval to Post/Advertise: \_\_\_\_\_ Date: \_\_\_\_\_

(Section B: To be completed by Site Supervisor)

Interview Committee Recommendation: \_\_\_\_\_ Date: \_\_\_\_\_

Reference Check: \_\_\_\_\_ Date: \_\_\_\_\_ New Hire: \_\_\_\_\_ Transfer: \_\_\_\_\_  
(initial)

Approval of Principal: \_\_\_\_\_ Date: \_\_\_\_\_  
(initial)

(Section C: To be completed by HR)

Salary Schedule Placement: Column: \_\_\_\_\_ Step: \_\_\_\_\_ Amount: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Date Position Offered: \_\_\_\_\_ Health Benefits: ☐ Yes ☐ No Annual Cont. Days: \_\_\_\_\_

Position accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
(Placement is contingent on clearance of fingerprints and physical examination.)

DA10/5/15

## SHASTA COUNTY POOLED INVESTMENT

February 29, 2016

02/29/16

PURCHASE DATE	SECURITY TYPE	PAR AMOUNT	COST AMOUNT	% OF TOTAL	DISC	PREM	ACCRUED INTEREST	MATURITY	CUSIP	MOODY'S RATING	INT/DISC RATE	YIELD	BROKER	DAYS TO MAT	DAYS* COST
	Local Agency Investment Fund (max 50,000)	50,000,000.00	50,000,000.00	12.10%				03/01/16		not rated	0.37	0.37	LAIF	1	50,000,000.00
	Repo Agreement (10% max 20% limit)	23,000,000.00	23,000,000.00	5.57%				03/01/16		N/A	0.33	0.33	UBS		0.00
	LIR Treasury Fund - Mutual Fund (5.00% max)			0.00%											0.00
****	Total Inactive Public Deposits (7.5% limit)	0.00	0.00	0.00%											
04/10/14	US Treasury Note	5,000,000.00	4,988,740.00		(13,260.00)			12/15/16	912828A59		0.63	0.73	Union Banc	260	1,446,154,600.00
03/09/15	US Treasury Note	5,000,000.00	4,980,468.75		(19,531.25)			05/31/17	912828SY7		0.63	0.80	UBS	457	2,276,074,216.75
****	Total Treasury Bill (50% limit)	10,000,000.00	9,967,208.75	2.41%											
****	Total Negotiable Cert of Deposit (20% limit)	0.00	0.00	0.00%											
04/14/14	Walmart Medium Term Note	5,000,000.00	5,000,000.00					04/11/16	931142DE0	AA+/Aa2	0.60	0.41	UBS	42	210,000,000.00
04/13/15	Wells Fargo Medium Term Note	5,000,000.00	5,102,995.58			102,995.58		06/15/16	949746QU8	A+/A2	3.68	0.58	UBS	107	546,020,524.92
05/07/15	GE Medium Term Note	5,000,000.00	5,006,558.33			6,558.33		07/12/16	36962G6Z2	AA+/A1	1.50	0.52	UBS	134	670,878,816.22
03/27/15	Wells Fargo Medium Term Note	5,000,000.00	5,000,000.00			0.00		07/20/16	949746FL9	A+/A2	1.25	0.80	UBS	142	710,000,000.00
04/29/14	Union Bank Medium Term Note	5,000,000.00	5,000,000.00					09/28/16	90521APH5	A+/A2	1.50	0.76	UBS	210	1,050,000,000.00
05/14/13	3M Medium Term Note	5,000,000.00	5,000,000.00					09/29/16	88579YAD3	AA-/Aa2	1.38	0.53	UBS	213	1,065,000,000.00
01/10/14	GE Medium Term Note	5,000,000.00	5,000,000.00					11/20/17	36962G8K5	AA+/A1	1.60	1.50	UBS	630	3,150,000,000.00
07/20/15	Bank of NY Medium Term Note	5,000,000.00	5,016,441.67			16,441.67		08/01/18	08406HCL1	A+/A1	2.10	1.61	UBS	884	4,434,534,436.28
01/25/16	US Bank Medium Term Note	5,000,000.00	5,104,200.00			76,700.00	27,500.00	04/25/19	91159HHH6	A+/A1	2.20	1.70	UBS	1151	5,874,834,200.00
****	Total Medium Term Notes (20% limit/ 3% ea)	45,000,000.00	45,230,195.56	10.95%											
07/13/15	Abbey Natl N America Comm Paper	5,000,000.00	4,982,916.67		(17,083.33)			03/16/16	00280NCG3	A-1/P-1	0.50	0.50	UBS	16	79,726,666.72
07/31/15	UBS Finance Comm Paper	5,000,000.00	4,980,344.44		(19,655.56)			03/31/16	90262CCX3	A+/A1	0.58	0.58	UBS	31	154,390,877.64
10/13/15	UBS Finance Comm Paper	5,000,000.00	4,982,995.83		(17,004.17)			05/31/16	90262CEX1	A-1/P-1	0.53	0.53	UBS	92	458,435,616.36
10/28/15	Nabny CP	5,000,000.00	4,979,959.33		(20,041.67)			06/08/16	63873JF62	A-1/P-1	0.65	0.65	UBS	98	488,035,916.34
10/14/15	Abbey Natl N America Comm Paper	5,000,000.00	4,977,463.89		(22,536.11)			07/08/16	00280NGB1	A-1/P-2	0.61	0.61	UBS	128	637,115,377.92
10/20/15	Union Banc CP	5,000,000.00	4,986,176.39		(13,823.61)			07/15/16	62478XGF1	A-1/P-1	0.37	0.37	Union Banc	137	683,106,165.43
10/27/15	Union Banc CP	5,000,000.00	4,998,088.89		(11,911.11)			07/21/16	62478XGM6	A-1/P-1	0.32	0.32	Union Banc	143	713,266,711.27
11/05/15	Toyota Motor Credit CP	5,000,000.00	4,978,491.67		(21,508.33)			07/29/16	89233GGV2	A-1/P-1	0.58	0.58	UBS	151	751,752,242.17
11/16/15	Nabny CP	5,000,000.00	4,971,875.00		(28,125.00)			08/12/16	63873JHC7	A-1/P-1	0.75	0.75	UBS	165	820,359,375.00
12/11/15	Nabny CP	5,000,000.00	4,968,500.00		(31,500.00)			09/06/16	63873JJ68	A-1/P-1	0.84	0.84	UBS	190	944,015,000.00
01/27/16	Abbey Natl N America Comm Paper	5,000,000.00	4,965,383.33		(34,616.67)			10/21/16	00280NKM1	A-1/P-1	0.93	0.93	UBS	235	1,166,865,062.55
****	Total Comm Paper (20% limit)	55,000,000.00	54,762,194.44	13.25%											
12/12/12	Federal Farm Credit Bond(Callable)	5,000,000.00	5,000,000.00					12/12/16	3133EC6S8	AA+/Aaa	0.60	0.60	Union Banc	287	1,435,000,000.00
12/05/12	Federal Farm Credit Bond(Callable)	5,000,000.00	4,993,750.00		(6,250.00)			06/05/17	3133EC5L4	AA+/Aaa	0.77	0.80	Morgan Stanley	462	2,307,112,500.00
12/19/12	Federal Farm Credit Bond(Callable)	5,000,000.00	5,000,000.00					06/19/17	3133ECAL8	AA+/Aaa	0.73	0.73	Morgan Stanley	476	2,380,000,000.00
11/21/12	Federal Farm Credit Bond(Callable)	5,000,000.00	4,993,500.00		(6,500.00)			08/21/17	3133EC3G7	AA+/Aaa	0.80	0.83	UBS	539	2,691,496,500.00
04/02/13	Federal Farm Credit Bond(Callable)	5,000,000.00	5,000,000.00					10/02/17	3133ECKG8	AA+/Aaa	0.90	0.90	Morgan Stanley	581	2,905,000,000.00
12/12/12	Federal Farm Credit Bond(Callable)	5,000,000.00	4,997,500.00		(2,500.00)			12/13/17	3133EC7B4	AA+/Aaa	0.84	0.88	UBS	663	3,263,367,500.00
10/22/15	Federal Farm Credit Bond(Callable)	5,000,000.00	5,000,000.00					01/22/18	3133EFKL0	AA+/Aaa	0.84	0.84	UBS	693	3,466,000,000.00
12/16/16	Federal Farm Credit Bank	5,000,000.00	5,000,762.50			600.00	162.50	06/14/18	3133EFSH1	AA+/Aaa	1.17	1.16	Wedbush	836	4,180,537,450.00
10/26/15	Federal Farm Credit Bond(Callable)	5,000,000.00	5,000,000.00					10/26/18	3133EFKW6	AA+/Aaa	1.01	1.01	UBS	870	4,850,000,000.00
08/06/16	Federal Farm Credit Bond	5,000,000.00	5,000,000.00					11/06/18	3133EE6F2	AA+/Aaa	1.25	1.20	Union Banc	981	4,905,000,000.00
12/14/16	Federal Farm Credit Bank	5,000,000.00	5,000,000.00					12/14/18	3133EFSJ7	AA+/Aaa	1.30	1.30	Union Banc	1019	5,095,000,000.00
12/17/16	Federal Farm Credit Bond (Callable)	5,000,000.00	5,000,000.00					12/17/18	3133EFSZ1	AA+/Aaa	1.44	1.44	Union Banc	1022	5,110,000,000.00
01/29/16	Federal Farm Credit Bond (Callable)	5,000,000.00	5,000,000.00					07/29/19	3133EFWR4	AA+/Aaa	1.42	1.42	Mutual Securities	1246	6,230,000,000.00
****	Total Federal Farm Credits (20% limit)	65,000,000.00	64,985,512.50	15.73%											
04/09/15	Federal Home Loan Bank Bond	5,000,000.00	5,000,000.00					06/10/16	3130A2C61	AA+/Aaa	0.38	0.35	Union Banc	102	510,000,000.00
06/17/16	Federal Home Loan Bank Bond	5,000,000.00	4,981,700.00		(18,300.00)			06/17/16	313384YF0	AA+/Aaa	0.36	0.37	UBS	109	543,005,300.00
03/25/15	Federal Home Loan Bank Bond	5,000,000.00	5,000,000.00					02/24/17	3130A4F72	AA+/Aaa	0.70	0.65	Wedbush	361	1,805,000,000.00

12/05/12	Federal Home Loan Bank Bond(Callable)	5,000,000.00	5,000,000.00				06/05/17	313381DD4	AA+ / Aaa	0.75	0.75	UBS	462	2,310,000,000.00
10/24/12	Federal Home Loan Bank Bond(Callable)	5,000,000.00	4,997,500.00	(2,500.00)			07/24/17	313380WR4	AA+ / Aaa	0.85	0.86	Morgan Stanley	511	2,553,722,500.00
10/16/12	Federal Home Loan Bank Bond(Callable)	5,000,000.00	5,000,000.00				10/16/17	313380TD9	AA+ / Aaa	1.00	1.00	UBS	595	2,975,000,000.00
12/28/12	Federal Home Loan Bank Bond(Callable)	5,000,000.00	5,000,000.00				12/28/17	313381K95	AA+ / Aaa	0.84	0.84	Morgan Stanley	668	3,340,000,000.00
07/16/15	Federal Home Loan Bank Bond	5,000,000.00	4,983,900.00	(16,100.00)			07/10/18	3130A5WY1	AA+ / Aaa	1.00	1.11	Wedbush	862	4,296,121,800.00
07/20/16	Federal Home Loan Bank Bond	5,000,000.00	4,994,100.00	(5,900.00)			07/20/18	3130A5V35	AA+ / Aaa	1.10	1.14	UBS	872	4,364,865,200.00
****	Total Federal Home Loans (20% limit)	45,000,000.00	44,957,200.00	10.88%										
04/09/16	Federal National Mtge Note	5,000,000.00	5,000,000.00				03/30/16	3135G0VA8	AA+ / Aaa	0.50	0.29	Mutual Securities	30	160,000,000.00
05/22/13	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				11/22/16	3135G0XF5	AA+ / Aaa	0.60	0.60	Morgan Stanley	287	1,335,000,000.00
12/28/12	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				06/28/17	3136G14N6	AA+ / Aaa	0.75	0.72	Union Banc	485	2,425,000,000.00
10/14/15	Federal National Mtge Note	5,000,000.00	5,036,333.33		32,000.00	3,333.33	08/20/17	3135G0PP2	AA+ / Aaa	1.00	0.67	Wedbush	569	2,866,104,564.77
12/03/12	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				11/27/17	3136G07M7	AA+ / Aaa	0.90	0.90	UBS	637	3,185,000,000.00
04/30/13	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				04/30/18	3135G0WN9	AA+ / Aaa	1.00	1.00	Morgan Stanley	791	3,955,000,000.00
05/15/13	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				05/15/18	3136G1LE7	AA+ / Aaa	1.01	1.01	UBS	806	4,030,000,000.00
05/25/13	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				05/25/18	3136G0XK4	AA+ / Aaa	1.06	1.06	Union Banc	816	4,080,000,000.00
11/17/15	Federal National Mtge Note	5,000,000.00	5,110,564.58		95,200.00	15,364.58	09/18/18	3136G0YM9	AA+ / Aaa	1.88	1.19	Wedbush	932	4,763,046,188.56
12/10/15	Federal National Mtge Note	5,000,000.00	5,000,000.00				06/10/19	3136G2UV7	AA+ / Aaa	1.55	1.55	UBS	1197	5,985,000,000.00
02/26/16	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				08/26/19	3136G2X51	AA+ / Aaa	1.50	1.50	Union Banc	1274	6,370,000,000.00
02/26/16	Federal National Mtge Note-Callable	5,000,000.00	5,000,000.00				11/26/19	3136G2YA9	AA+ / Aaa	1.40	1.40	UBS	1366	6,830,000,000.00
****	Total Federal National Mtge. (20% limit)	60,000,000.00	60,145,897.91	14.55%										
07/02/13	Federal Home Loan Mtge. Cp	5,000,000.00	4,980,150.00	(19,850.00)			05/13/16	3137EADQ9	AA+ / Aaa	0.50	0.64	UBS	74	368,531,100.00
03/31/15	Federal Home Loan Mtge. Cp	5,000,000.00	5,006,745.14		6,745.14		10/14/16	3137EADS5	AA+ / Aaa	0.88	0.48	UBS	228	1,141,537,891.92
06/17/15	Federal Home Loan Mtge. Cp	5,000,000.00	4,996,800.00	(3,200.00)			01/26/17	3134G7CU3	AA+ / Aaa	0.63	0.67	Union Banc	331	1,653,940,800.00
02/02/18	Federal Home Loan Mtge	5,000,000.00	5,038,301.11		16,440.00	19,861.11	03/08/17	3137EADCO	AA+ / Aaa	1.00	0.70	Wedbush	373	1,878,540,314.03
10/28/16	Federal Home Loan Mtge. Cp	5,000,000.00	5,005,233.33		5,233.33		07/14/17	3137EADV8	AA+ / Aaa	0.75	0.60	WEDBUSH	501	2,507,621,898.33
11/23/15	Federal Home Loan Mtge CP-Callable	5,000,000.00	5,000,000.00				02/23/18	3134G82D0	AA+ / Aaa	1.00	1.00	UBS	725	3,625,000,000.00
11/03/15	Federal Home Loan Mtge CP	5,000,000.00	5,005,805.56	(1,000.00)	6,805.56		03/07/18	3137EADP1	AA+ / Aaa	0.88	0.88	UBS	737	3,689,276,697.72
12/09/15	Federal Home Loan Mtge CP-Callable	5,000,000.00	4,995,000.00	(5,000.00)			08/24/18	3134G8A44	AA+ / Aaa	1.25	1.29	UBS	907	4,530,465,000.00
10/29/15	Federal Home Loan Mtge CP	5,000,000.00	5,000,000.00				10/29/18	3134G7ZV2	AAA/AA+	1.10	1.10	Union Banc	973	4,866,000,000.00
02/24/16	Federal Home Loan Mtge	5,000,000.00	5,169,304.17		126,075.00	43,229.17	03/08/19	313378QK0	AA+ / Aaa	1.88	1.03	Wedbush	1103	5,701,742,499.51
02/25/16	Federal Home Loan Mtge - Callable	5,000,000.00	5,000,000.00				08/26/19	3134G8J42	AA+ / Aaa	1.60	1.60	UBS	1274	6,370,000,000.00
01/28/16	Federal Home Loan Mtge CP-Callable	5,000,000.00	5,000,000.00				10/28/19	3134G8JD2	AA+ / Aaa	1.38	1.38	UBS	1337	6,685,000,000.00
****	Total Fed HM LN Mtge. Corp Disc Note (20%)	60,000,000.00	60,195,339.31	14.57%										
05/26/87	Gov't National Mortgage Association GNMA	328.46	0.00	(328.46)			05/15/17	36217KK64	AAA	8.00	8.10	Wedbush	441	0.00
05/26/87	Gov't National Mortgage Association GNMA	1,691.25	0.00	(1,691.25)			05/15/17	362178EN1	AAA	8.00	8.10	Wedbush	441	0.00
04/19/88	Gov't National Mortgage Association GNMA	209.10	0.00	(209.10)			08/15/17	36218MAA1	AAA	9.50	9.60	Underwood Neuhaus	533	0.00
****	Total Gov't. National Mtge. Assn. (60% limit)	2,228.81	0.00	0.00%										
TOTAL		413,002,228.81	413,243,548.47	100.00%	(358,925.62)	479,755.70	121,489.58							

Cost of Investments	413,243,548.47	UBOC												
Cash in Treasury	14,780.51	LAIF		601,245.28				TOTAL DAYS* COST					188,675,823,432.41	
Return Checks		REPO						TOTAL COST AMOUNT					413,243,548.47	
Sheela Lake LAIF	253,692.33	LIR						WEIGHTED AVERAGE MATURITY			DAYS		457.08	
Active Deposits	9,690,043.24	GNMA						WEIGHTED AVERAGE MATURITY			YEARS		1.27	
Adjustments	0.00													
Balance in Treasury	423,202,064.55													

I certify that this report accurately reflects the County Treasurers investments, and is in conformance with the adopted County Investment Policy Statement.  
Furthermore, I certify to the best of my knowledge, sufficient investment liquidity, and anticipated revenues are available to meet the County's budgeted expenditure requirements for the next six months.



## Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Cottonwood Union School District School Year: 2015/2016

Person completing this form: Becky Bragg Title: District Administrative Assistant

Quarterly Report Submission Date:

- ☐ July 1 – September 30 \*(due October 15)  
☐ October 1 – December 31 \*(due January 15)  
☒ January 1 – March 31 \*(due April 15)  
☐ April 1 – June 30 \*(due July 15)

Date information will be reported publicly at governing board meeting: April 19, 2016

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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



Signature of District Superintendent

David Alexander, Ed. D.

Printed Name of District Superintendent

April 5, 2016

Date

\*Submit by quarterly due date to: Laurie Zambrano, Executive Assistant  
[lzambrano@shastacoe.org](mailto:lzambrano@shastacoe.org)