

REGULAR BOARD MEETING AGENDA OF THE GOVERNING BOARD

May 11, 2017

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THERMALITO UNION ELEMENTARY SCHOOL DISTRICT

400 Grand Avenue
Oroville, California

VISION

We provide a secure, well-maintained and nurturing environment for all. Students are engaged through interactive learning—emphasizing and integrating communication, creativity, collaboration, critical thinking and curiosity, to confidently meet the diverse challenges of tomorrow.

MISSION

In a safe and respectful environment, we inspire, educate, and challenge our students, empowering them to succeed in an ever-changing world.

1. **Convene Regular Meeting at the District Office:** **5:00 p.m.**
2. **Public Comment:** Any member of the public may address the Board regarding any item listed for discussion during closed session (Government Code 54954.3)
3. **Closed Session:** The Board will convene in closed session on the following items:

Public Employment (Government Code 54957)
Hiring of:
 - Accounting Analyst
Anticipated Litigation (Government Code 54956.9)
Public employee Discipline/Dismissal/Release (Gov. Code 54957)
District Representative with Bargaining Unit, CSEA / TTA
Public Employee Performance Evaluation (Government Code 54957)
Superintendent
4. **Reports from Closed Session** - Announcement of Action taken in Closed Session and Vote, if any: **6:30 p.m.**
5. **Pledge of Allegiance:**

American Disabilities Assistance - Auxiliary aids and services include a wide range of services and devices that promote effective communication for individuals with disabilities. If you require such assistance, please notify the Superintendent or his secretary. We will make every effort to consider expressed preferences, or provide equally effective means of communication to ensure equal access to Thermalito Union School District programs and events.

6. **Change Order of Agenda upon President's Discretion:**

Motion _____ Second _____ Vote _____

Adoption of the Agenda:

Motion _____ Second _____ Vote _____

7. **Public Comments on Agenda Items:** Any member of the public wishing to address an item listed on the agenda may do so. When called upon please announce your name and item to be addressed. Comments will be limited to three (3) minutes per individual.

8. **Reports to the Board:**

- a. Karen Williams, Director of Food Services

9. **Consent Agenda:**

Approval of the Consent Agenda:

Motion _____ Second _____ Vote _____

Board Minutes: 04/05/17

Commercial Warrants: 03/01/17 – 03/31/17 & 04/01/17 – 04/30/17

Inter-district Attendance Requests:

2017-2018 (Approve)	In:	28 (6)	Out:	18 (24)
2017-2018 (Deny)	In:	(0)		
2016-2017 (Approve)	In:	15 (127)	Out:	3 (128)
2016-2017 (Deny)	In:	(14)		

Board Policies/Administrative Regulations:

- a. Adoption of Policies – First reading was on April 5, 2017.
- BP 3514.1 – Campus Security
 - AR 6185 – Community Day School

Contracts:

- a. Approval of Services Agreement with Qualified Industrial Storm Water Practitioner (QISP) for Industrial Storm Water Permit compliance.
- b. Approval of Purchase Agreement with IT Savvy for E-Rate eligible products for 2017-2018.
- c. Approval of Proposal and Contract with D&S Asphalt Sealing Co., LLC to reseal portion of playground at Sierra Avenue Elementary School.
- d. Approval of Proposal and Contract with Voltage Specialists for installation of upgraded intercom system at Plumas Avenue Elementary School.

- e. Approval to contract with RPA Welding for the fabrication and installation of new fencing on the Community Day School campus.
- f. Approval to contract with RPA Welding for the fabrication and installation of additional fencing on the Plumas Avenue Elementary School campus.
- g. Approval of the Summer Food Program Agreements with the Butte County Office of Education.
- h. Approval of contract with Indoor Environmental Solutions (IES) to provide Proposition 39 Facility Solutions.
- i. Approval of agreement with Indoor Environmental Solutions (IES) to provide an IES Energy Manager to assist the District with Energy Reporting Services.
- j. Approval of the North Valley Schools Insurance Group (NVSIG) JPA Agreement and Bylaws.

Operations:

- a. Approval to accept the donation of \$13,594.85 from Sierra Avenue Elementary School Student Council towards the purchase of an electronic, full-color LED sign.
- b. Approval of early payoff of lease with Municipal Finance Corporation for 2007 Lighting Retrofit Project.
- c. Approval of Thermalito Union Elementary School District's Energy Expenditure Plan Report.

Personnel:

- a. Approval of job description for Assistant Principal of Nelson Avenue School and Principal of Alternative Education and updated Certificated Administration Salary Schedule.
- b. Approval of job description for the District Parent Coordinator.
- c. Approval to hire Rachel Young as the Accounting Analyst, effective June 5, 2017.
- d. Approval to create a part-time .4375 Paraeducator III position to provide extra classroom support at Poplar Avenue School.
- e. Approval to hire Marnie Smith as the Principal for the 2017 Summer School Program.

Resignations:

- a. Approval to accept the resignation of Jacob Wallin as a Para-educator V/Computer Lab Technician, effective April 27, 2017.
- b. Approval to accept resignation of Douglas Mocek as a RSP Teacher at Nelson Avenue School, effective June 9, 2017.
- c. Approval to accept resignation of Emily Brownfield as a Teacher at Pioneer Community Day School, effective June 9, 2017.

- 10. **Public Comments From Individuals:** Any member of the public wishing to speak on a matter not listed on the board agenda may do so at this time. Comments will be limited to three (3) minutes per individual.
- 11. **Reports to the Board:** This time is for reports limited to topical updates, late-breaking news or reminders and generally *should be no longer than two (2) minutes*. (Written reports may be left the day prior to the meeting).

Classified (CSEA Union Rep):

Certificated (TTA Union Rep):

Management:

Superintendent:

New Business:

12. Approval of Resolution 16-17-15 approving the temporary borrowing between funds.

Comment:

Motion _____ Second _____ Vote _____

13. Board Policy 3300 – Discussion/Action

Comment:

Motion _____ Second _____ Vote _____

14. Board Priorities - Discussion Item Only

Board Discussion Only:

Board Comments:

15. **Reconvene to Closed Session**

16. **Report of Action Taken in Closed Session**

Adjournment:

Upcoming 2017 Events:

May 12	Field Trip to Cal Skate/Wildwood Park (Sierra 2 nd grade)
May 16	Field Trip to Bishop's Pumpkin Farm (Plumas TK/K)
May 18	Plumas Avenue Open House
May 18	Field Trip to Hamburger Farm (Poplar 1 st Grade)
May 19	Field Trip to Worm Farm (TLC)
May 23	LCAP Meeting
May 24	Nelson Avenue Spring Concert 7:00pm
May 25	Board Meeting
May 31	Field Trip Nelson English Learners to Build It and Turtle Bay
June 1	English Learner Reclassification Celebration at Sierra Avenue 6:00pm
June 7	Nelson Avenue Promotional Ceremony 7:00pm
June 9	TLC Graduation
June 22	Board Meeting
June 29	Board Meeting

THERMALITO UNION SCHOOL DISTRICT

400 Grand Avenue
Oroville, California

REGULAR BOARD MEETING/WORKSHOP MINUTES OF THE GOVERNING BOARD

April 5, 2017

Convene Regular Meeting at the District Office: The meeting was called to order at 5:00 p.m.

Members Present: Mrs. Fultz, Mrs. Ielati, Mrs. Anderson, Mrs. Walker, Mrs. Shields, Mr. Blake

Public Comment Prior to Closed Session: None.

Closed Session: The Board convened to closed session at 5:02 p.m.

Public Present: Karen Konig, Susan Russell, Robyn Solansky Robin Harbour, Rick Meyer, Rochelle Simmons, Bill Harrington, Stacie Schuman, Amanda Crawford, Ed Gregorio

Reports from Closed Session - Announcement of The meeting reconvened to open session at 6:36 p.m.

Action taken in Closed Session and Vote, if any: None.

Pledge of Allegiance: The pledge of allegiance was led by Jacob Thaute of Sierra Avenue Elementary School.

Student Reports to the Board:

Students Report to the Board Students Kaia and Tasha reported to the board on their genius hour activities in their classroom at Sierra. They shared that genius hour helps students to gain confidence in their ability to present and allows students to step out of their comfort zones and be challenged. Jacob Thaute and Jayden Webb shared with the board their classrooms effort to help malnourished people in different parts of the world get access to food by using Unicef kid power bands. As the students accumulate steps on their bands it unlocks packets of food for people in countries suffering with malnourishment.

Students from the Strings in Schools Program shared with the board their violin playing skills that they are acquiring with participation in the program.

Change Order of Agenda Upon President's Discretion: There were no requests to change the order.

Adoption of the Agenda: The motion to adopt the Board Agenda was made by Mrs. Shields and seconded by Mrs. Anderson; votes were five ayes. Motion passed.

Public Comments on Board Agenda Items:

Robin Harbour commented on policy updates Karen Konig commented on Personnel Item A and asked the board to consider amending the required education/credentials for the position in question.

Informational Reports/Presentation

Mr. Blake reviewed the 3rd quarter of 2016-2017 Williams Act Complaints Report. There were no complaints reported.

Reports to the Board:

Mr. Gregorio shared with the board data on student attendance, student discipline as well as data on academic achievements. Mr. Gregorio also shared Sierra Avenue's Professional Learning Community journey with a vision which includes having collective responsibility for the growth and development of all students and celebrating growth and achievement.

Consent Agenda:

The motion to approve the consent agenda with the removal of personnel item A was made by Mrs. Ielati and seconded by Mrs. Shields.

Mrs. Fultz called for a vote which was five ayes. Motion passed.

The Board discussed the Personnel item A, it will be put on the agenda for a future board meeting.

Public Comments on Items Not Listed on Agenda:

Tammy Duggan commented on a workshop she is developing in conjunction with Superintendent Blake to offer the community in Thermalito an emergency preparedness workshop. Robin Harbour commented that notice did not get out very well to the Hmong families on the last community meeting hosted by the Butte County Sheriff's Department and asked that an effort be made to make sure the Hmong families are involved.

(CSEA Union Rep):

Rick Meyer stated he had nothing to report but was happy to be at the meeting to watch the kids play the violin.

(TTA Union Rep):

None.

Management:

Mrs. Simmons thanked those who came to the show case classroom tour and reported that it was a nice event at Nelson but will focus on focus on inviting the younger 5th grade group sooner next year. Nelson Avenue School is gearing up to finish the school year with both orientation and open house in early May. Teachers have been trained on the state assessments and testing will begin the week of May 8th. Mrs. Simmons extended an invitation for all to come by and

see the technology upgrades at Nelson. She reported that there have been some changes to student protocol for electronics and has already noticed that the softer approach to technology monitoring is reducing physical altercations.

Stacie Schuman reported that the Plumas Avenue book club is reading Hillbilly Elegy, which has a lot of similarities to our population. Ten parents are involved in the book club and something that has emerged from this reading and discussion is the desire for more parent outreach, making it more comfortable for parents to come in. Mrs. Schuman also reported that Jeff and Sonya Smith attended the CUE conference and brought back a lot of ideas for hands on STEM activities including activities using legos. Mrs. Schuman reported further that Plumas Avenue is working on grade level field trips and lots of teacher and staff support is allowing for many activities to get done at Plumas.

Bill Harrington reported that March was caring month at Poplar and the students raised \$1700 for kids with blood cancer. This is a tradition at Poplar and this is the most that was raised. Mr. Harrington shared that tomorrow night is the Poplar Avenue Art Gallery show focusing on giving the 4th and 5th graders a fundamental experience of an actual art gallery and all are invited and encouraged to attend. Poplar Avenue also has a PTO family movie night coming up with the movie The Lorax being shown.

Robyn Solansky reported that TLC is a busy and fun place to be. Ron's Reptiles will be here on Monday, April 10th and TLC recently hosted a Mommy and Me tea party with hats and all. It was a great experience for the preschool students to get dressed up and have a party with their moms.

Ed Gregorio reported on Sierra Avenue's family lego science night and shared that the student council has asked for art and science lessons.

Connie Cavanaugh reported that the M&O Department is working on the water drinking stations and hope to have at least one at each site soon. Ms. Cavanaugh shared that a deferred maintenance plan is being developed and it will be a 5 year plan. The district will be sending out an RFP for a facilities master plan soon. Ms. Cavanaugh reported that she was able to attend the Rainforest show at Plumas show, which was delightful and enjoyed visiting the classrooms during Nelson's

classroom showcase. Ms. Cavanaugh was also able to attend the BCAA teacher recognition event and extended congratulations to all the honorees from the district. Ms. Cavanaugh recognized her staff, specifically, Tricia Azevedo, for processing the retro in time for March payroll, especially with having having to work within a short time frame to get it done.

Superintendent:

Mr. Blake reported that it was a treat to attend the Nelson showcase and see all of the teachers in their classrooms. He was also able to attend the Plumas Rainforest presentation and the BCAA dinner. Mr. Blake acknowledged Stacie and Lisa for the work they do with the BCAA organization. Mr. Blake and Mr. Gregorio was able to have a conversation with OUHSD regarding an upcoming summer PLC opportunity for our staff. Mr. Blake and Mrs. Simmons met with Butte College about a grant program for awareness on college education to benefit our middle school students. Mr. Blake shared that Tammy Duggan is spearheading the planning and presentation of a community meeting on emergency preparedness for our Thermalito community, he thanked Mrs. Duggan for taking the initiative to plan and implement this beneficial community meeting. Mr. Blake also shared that our district is currently researching 8th grade transition for our 8th graders, he was able to speak at CSU regarding this topic and has communicated with our 8th grade teachers and now have a conceptual idea.

New Business:

Board Priorities List - Discussion

The board discussed the Board Priorities list that was created at the board workshop meeting. Board members will follow up with a list of their individual top 10 priorities in the order of rank of importance.

Resolution 16-17-13

Ms. Cavanaugh shared that this resolution will enable to TLC to be funded for the days the preschool was closed during the February dam emergency.

The motion to approve Resolution 16-17-13 was made by Mrs. Walker and seconded by Mrs. Anderson; votes were five ayes. Motion passed.

Resolution 16-17-14

Ms. Cavanaugh stated that TLC will continue the same classroom structure next year as they are this year, two full day classrooms and two part day classrooms. As the part day classrooms follow the traditional school year, the paraeducators that support these classrooms do not need to work the year round schedule.

The motion to approve Resolution 16-17-14 was made by Mrs. Shields and seconded by Mrs. Ielati; votes were five ayes. Motion passed.

Board Discussion:

Mrs. Fultz reported on the results of the recent Board Self Evaluation conducted by the Board of Trustees.

Board Comments:

Mrs. Ielati shared that she is really excited about Tammy Duggan's idea to support our community in the safety and emergency preparedness and is looking forward to the Poplar Art show.

Mrs. Anderson shared that she attended the recent community meeting hosted by the Sheriff's Department and it was a real eye opening and grounding experience. She stated that the Nelson tour was great and it was great to see all the teachers and kids and to see how much the middle school kids are utilizing the chromebooks. Mrs. Anderson continued that she likes Sierra's classroom attendance competition and is excited for changes coming to the lunch program. She is going to try to attend the county spelling bee on Friday.

Alicia Walker thanked Ms. Dimon for advocating and putting in her time for the Strings in Schools program and thanks Stacie Schuman for the Plumas Avenue movie night. Mrs. Walker acknowledged Rochelle Simmons for embracing the parent's ideas for classroom tours.

Mrs. Shields commented on the Nelson showcase and stated she recognized the kids were so engaged they were not distracted by the additional community members in the classroom. Mrs. Shields encouraged a repeat of the Nelson showcase for next year. She also shared that she loved the violins and is so glad we have that program at our school sites. Mrs. Shields shared that the Butte County History competition was held at Durham High School this year.

Mrs. Fultz apologized for not being able to attend the Poplar Art Show and stated her interest in the book club at Plumas Avenue. She wished Mr. Blake well on his upcoming vacation.

Adjournment:

The regular board meeting adjourned at 8:46 p.m.

Date Board Approved: _____

Board President: Darlene Fultz

DRAFT

Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

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Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

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Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

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Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

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				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	69.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-82.68
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	69.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	157.44
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	17.80
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	575.46
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-62.49
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	228.75
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	69.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,472.44
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-82.68
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	46.24
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-55.12
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-926.77
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	555.33
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,120.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	621.12
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	4,125.08
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	38.63
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-15.06
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	570.88
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	830.73
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,851.72
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	358.24
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,135.58
							Check Total:	19,553.08
00814067	29	03/07/2017	290842	GRAPHIC FOX 29F142DO	0142030100	4300	MTLS & SUPPLIES	264.46
							Check Total:	264.46
00814068	29	03/07/2017	2900879	HELENA CHEMICAL CO 29F062MA	0181505810	4300	MTLS & SUPPLIES	383.15
							Check Total:	383.15
00814069	29	03/07/2017	2901930	LORRIANE ANNETTE TEMPLE 29F100SA - PLUMAS AVE 29F100SA - POPLAR AVE 29F100SA - SIERRA AVE	0101503160 0101501160 0101502160	5800 5800 5800	PROF/CONSULT/OPE PROF/CONSULT/OPE PROF/CONSULT/OPE	600.00 500.00 600.00
							Check Total:	1,700.00
00814070	29	03/07/2017	291307	MT SHASTA SPRING WATER MATERIALS & SUPPLIES MATERIALS & SUPPLIES	0111003100 0111002100	4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES	6.60 23.60

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THERMALITO UNION SCHOOL DISTRICT

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	1261050100	4300	MTLS & SUPPLIES	10.85
				MATERIALS & SUPPLIES	0101000314	4300	MTLS & SUPPLIES	6.60
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	15.10
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	10.85
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	10.85
							Check Total:	84.45
00814071	29	03/07/2017	290652	OFFICE DEPOT				
				29F119NA	0130104100	4300	MTLS & SUPPLIES	427.63
				K. EAGLE	0111002100	4300	MTLS & SUPPLIES	13.06
				C. BREWSTER	0111003100	4300	MTLS & SUPPLIES	186.48
				L. HILL	0111002100	4300	MTLS & SUPPLIES	102.16
				T. HENNESSY	0111002100	4300	MTLS & SUPPLIES	172.33
				K. EAGLE	0111002100	4300	MTLS & SUPPLIES	63.69
				29F018FS	1353100370	4300	MTLS & SUPPLIES	376.69
				29F004CD	0111006100	4300	MTLS & SUPPLIES	39.66
				29F004CD	0111006100	4300	MTLS & SUPPLIES	22.64
				C. BREWSTER	0111003100	4300	MTLS & SUPPLIES	18.63
				29F004CD	0111006100	4300	MTLS & SUPPLIES	29.84
				29F119NA	0111004270	4300	MTLS & SUPPLIES	15.40
				T. HORSTMAN	0111001100	4300	MTLS & SUPPLIES	95.49
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	92.99
				L. WHITE	0111003100	4300	MTLS & SUPPLIES	57.05
				M. YANG	0111003100	4300	MTLS & SUPPLIES	299.39
							Check Total:	2,013.13
00814072	29	03/07/2017	291464	OROVILLE UNION HIGH SCHOOL				
				AUGUST - DECEMBER DURHAM TRANS	0105005361	5800	PROF/CONSULT/OPE	4,597.00
							Check Total:	4,597.00
00814073	29	03/07/2017	291524	P G & E				
				OPERATION & HOUSEKEEPING SERV	0101006820	5500	OPER/HOUSEKEEP	616.05
				OPERATION & HOUSEKEEPING SERV	0100000820	5500	OPER/HOUSEKEEP	416.33
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	22.09
				OPERATION & HOUSEKEEPING SERV	0100005820	5500	OPER/HOUSEKEEP	138.87
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	3,186.02
				OPERATION & HOUSEKEEPING SERV	0100001820	5500	OPER/HOUSEKEEP	4,608.84
				OPERATION & HOUSEKEEPING SERV	0100003820	5500	OPER/HOUSEKEEP	1,992.57
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	1,689.73
				OPERATION & HOUSEKEEPING SERV	0100002820	5500	OPER/HOUSEKEEP	5,766.47
				OPERATION & HOUSEKEEPING SERV	0105005820	5500	OPER/HOUSEKEEP	496.08
							Check Total:	18,933.05
00814075	29	03/07/2017	291572	PROPACIFIC FRESH				
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	72.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	114.50
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	179.25
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	152.99
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	166.35
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	185.56
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	530.44
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	384.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	394.04
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	25.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	288.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	297.55
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	394.44
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	151.61
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	612.48
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	361.84
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	696.27
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	26.75
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	229.35
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	98.65
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	149.76
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	350.05
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	-350.05
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	350.05
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	52.68
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	114.94
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	25.90
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	179.08
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	175.34
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	38.85
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	227.76
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	197.38
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	321.88
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	661.62
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	472.18
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	545.40
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	420.33
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	336.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	518.02
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	954.07
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	454.21
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	194.25
Check Total:								11,751.67

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00814076	29	03/07/2017	291613	RAY MORGAN COMPANY				
				BASE RATE CHARGE	0101006100	5600	RENTS, LEASE,REP	432.85
				USAGE CHARGE	0101006100	5600	RENTS, LEASE,REP	129.17
				BASE RATE CHARGE	0100000730	5600	RENTS, LEASE,REP	1,782.91
				USAGE CHARGE	0130100720	5600	RENTS, LEASE,REP	15.05
Check Total:								2,359.98
00814077	29	03/07/2017	291623	REALLY GOOD STUFF				
				29F078PL	0111003100	4300	MTLS & SUPPLIES	449.45
Check Total:								449.45
00814078	29	03/07/2017	2901803	SHADY CREEK OUTDOOR SCHOOL PRO				
				29F012PA	0101501100	5800	PROF/CONSULT/OPE	3,945.83
				29F031SA	0101502100	5800	PROF/CONSULT/OPE	7,800.83
				29F036PL	0101503100	5800	PROF/CONSULT/OPE	4,738.33
Check Total:								16,484.99
00814079	29	03/07/2017	291765	SHARPS LOCKSMITHING				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	4.29
Check Total:								4.29
00814080	29	03/07/2017	291879	SYSCO FOOD SERVICES				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	410.90
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	245.14
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	321.88
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	103.79
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	-29.58
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	378.27
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	260.63
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	164.73
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	61.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	518.96
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	91.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	443.44
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	61.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	149.24
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	53.40
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-75.05
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	179.90
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	122.52
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	66.25
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	43.34
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	240.54
				FOOD SERVICE SUPPLIES	1300000600	4700	FOOD SRV SUPPLY	225.84

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								4,039.06
00814081	29	03/07/2017	2901593	TEC COM 29F053MA	0101000850	6400	EQUIPMENT	36,589.25
Check Total:								36,589.25
00814082	29	03/07/2017	2900539	TEHAMA TIRE SERVICE INC MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	792.03
Check Total:								792.03
00814083	29	03/07/2017	29PY2545	CA STATE DISBURSEMENT UNIT 17022 PY VENDOR	0100000000	D545	DCSS	291.00
Check Total:								291.00
00814084	29	03/07/2017	29PY2228	CALIF SCHOOL EMPLOYEES ASSOC. 17022 PY VENDOR	0100000000	D228	CSEA	30.69
				17022 PY VENDOR	1200000000	D228	CSEA	0.41
				17022 PY VENDOR	1300000000	D228	CSEA	25.82
Check Total:								56.92
00814085	29	03/07/2017	29PY2229	CSEA SERVICE CHARGE 17022 PY VENDOR	0100000000	D229	CSEA SERV CHARGE	10.41
				17022 PY VENDOR	1200000000	D229	CSEA SERV CHARGE	1.06
				17022 PY VENDOR	1300000000	D229	CSEA SERV CHARGE	3.44
Check Total:								14.91
00814457	29	03/09/2017	29PY1083	CALIFORNIAS VALUED TRUST APRIL 2017 HEALTH BENEFITS	0100000000	C792	CENTRAL VLY TRT	172,190.84
				APRIL 2017 HEALTH BENEFITS	1200000000	C792	CENTRAL VLY TRT	8,833.90
				APRIL 2017 HEALTH BENEFITS	1300000000	C792	CENTRAL VLY TRT	9,359.34
Check Total:								190,384.08
00814458	29	03/09/2017	29901634	CAVANAUGH, CONSTANCE S REIMB SSC WORKSHOP	0100000730	5200	TRAVEL & CONF	283.09
Check Total:								283.09
00814459	29	03/09/2017	290741	FEDEX CLAY / ACER REPAIR CENTER	0130104100	5900	Communications	7.65
Check Total:								7.65
00814460	29	03/09/2017	290916	HOUSERS MUSIC 29F040NA	0101504130	5600	RENTS, LEASE,REP	20.00
				29F040NA	0101504130	5600	RENTS, LEASE,REP	20.00
				29F040NA	0101504130	5600	RENTS, LEASE,REP	50.00
				29F040NA	0101504130	5600	RENTS, LEASE,REP	70.00
Check Total:								160.00
00814764	29	03/14/2017	2901931	MOTIVATIONAL MEDIA ASSEMBLIES				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				2ND/FINAL PMT ASSMBLY 3/14/17	0101501311	5800	PROF/CONSULT/OPE	300.00
							Check Total:	300.00
00814981	29	03/16/2017	290394	ACCESS INFORMATION HOLDING LLC				
				RENTS, LEASES, & REPAIRS	0100000730	5600	RENTS, LEASE,REP	39.25
				RENTS, LEASES, & REPAIRS	0111004270	5600	RENTS, LEASE,REP	39.24
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	39.25
							Check Total:	117.74
00814982	29	03/16/2017	2900676	ACCURATE LABEL DESIGNS				
				29F082PL	0111003100	4300	MTLS & SUPPLIES	111.95
							Check Total:	111.95
00814983	29	03/16/2017	290207	BETTER DEAL EXCHANGE				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	44.58
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	3.21
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	16.07
							Check Total:	63.86
00814984	29	03/16/2017	2901685	BISHOPS PUMPKIN FARM INC				
				FIELD TRIP - 8 ADULTS	0101501160	5800	PROF/CONSULT/OPE	96.00
				FIELD TRIP - 50 STUDENTS	0101501160	5800	PROF/CONSULT/OPE	600.00
							Check Total:	696.00
00814985	29	03/16/2017	29SALESTAX	BOARD OF EQUALIZATION				
				SALES TAX: OCT 2016-DEC 2016	1353100370	5800	PROF/CONSULT/OPE	15.56
							Check Total:	15.56
00814986	29	03/16/2017	29900596	BROWN, CORINNA M				
				REIMB PK1 CONFERENCE	0101501100	5200	TRAVEL & CONF	500.74
							Check Total:	500.74
00814987	29	03/16/2017	2900670	BUSWEST				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	670.20
							Check Total:	670.20
00814988	29	03/16/2017	2900820	BUTTE COUNTY ELECTIONS OFFICE				
				ELECTION COST REIMBURSEMENT	0100000710	5800	PROF/CONSULT/OPE	8,797.42
							Check Total:	8,797.42
00814989	29	03/16/2017	2900441	CABE				
				29F137NA	0101504120	5200	TRAVEL & CONF	250.00
							Check Total:	250.00
00814990	29	03/16/2017	290316	CAPITOL CLUTCH & BRAKE INC				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	127.35
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	-107.50

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								19.85
00814991	29	03/16/2017	2901059	CHICO/OROVILLE POWER EQUIPMENT MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	12.87
Check Total:								12.87
00814992	29	03/16/2017	290419	CLARK PEST CONTROL NELSON AVENUE SCHOOL PLUMAS AVENUE SCHOOL SIERRA AVENUE SCHOOL COMMUNITY DAY SCHOOL POPLAR AVENUE SCHOOL	0100005820 0100005820 0100005820 0100005820 0100005820	5500 5500 5500 5500 5500	OPER/HOUSEKEEP OPER/HOUSEKEEP OPER/HOUSEKEEP OPER/HOUSEKEEP OPER/HOUSEKEEP	215.00 55.00 189.00 95.00 189.00
Check Total:								743.00
00814993	29	03/16/2017	290479	COSTCO WHOLESALE 29F081PL 29F081PL	0130103100 0130103100	4300 4200	MTLS & SUPPLIES BOOKS - OTHER	74.50 79.29
Check Total:								153.79
00814994	29	03/16/2017	2901089	CSNA FEATHER RIVER CHAPTER CSNA/SNA DUES 2/2017-1/2018	1353100370	5300	DUES & MBRSHIPS	431.00
Check Total:								431.00
00814995	29	03/16/2017	2900087	DAWSON OIL CO FUEL	0105005360	4340	FUEL	1,910.90
Check Total:								1,910.90
00814996	29	03/16/2017	290610	DEPT OF JUSTICE FINGERPRINT APPS	0100000740	5800	PROF/CONSULT/OPE	32.00
Check Total:								32.00
00814997	29	03/16/2017	2901894	DEVEREUX FOUNDATION EDUCATION FEES	0165000118	5800	PROF/CONSULT/OPE	3,288.78
Check Total:								3,288.78
00814998	29	03/16/2017	2901133	DISCOUNT SCHOOL SUPPLY 29F031LC	1261050100	4300	MTLS & SUPPLIES	1,264.91
Check Total:								1,264.91
00814999	29	03/16/2017	29900834	EMSWILER, COLLEEN LEE REIMB CONFERENCE	0100000730	5200	TRAVEL & CONF	76.68
Check Total:								76.68
00815000	29	03/16/2017	29901659	GOODMAN, BETTY JANE D CORRECTION TO 1701012/1701022	0100000000	D049	REFUNDS TO DISTR	582.78
Check Total:								582.78
00815001	29	03/16/2017	29900424	GREGORIO, EDWARD E				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				REIMB PLC TRL BOOK	0101502110	4200	BOOKS - OTHER	11.88
				REIMB CHROMEBOOK TOTE BAGS	0101502107	4300	MTLS & SUPPLIES	477.51
							Check Total:	489.39
00815002	29	03/16/2017	29901594	HORSTMAN, TABATHA L				
				REIMB PK1 CONFERENCE	0101501100	5200	TRAVEL & CONF	53.24
							Check Total:	53.24
00815003	29	03/16/2017	290907	HOME DEPOT CREDIT SERVICES				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	22.98
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	6.90
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	2.06
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	35.08
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	7.75
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	18.58
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	112.09
							Check Total:	205.44
00815004	29	03/16/2017	2901341	IT SAVVY				
				29F144DO	0101000850	4300	MTLS & SUPPLIES	85.46
				29F142NA	0111004100	4300	MTLS & SUPPLIES	127.01
				29F143NA	0130104100	4300	MTLS & SUPPLIES	35.36
							Check Total:	247.83
00815005	29	03/16/2017	29900511	JESSEN, MARGIE A				
				REIMB AR BOOKS	0130102115	4200	BOOKS - OTHER	71.16
							Check Total:	71.16
00815006	29	03/16/2017	29901640	LEE, ERIKA J				
				REIMB PK1/KINDER CONFERENCE	0101501100	5200	TRAVEL & CONF	522.13
							Check Total:	522.13
00815007	29	03/16/2017	29901459	LOPEZ, DAWN M				
				REIMB BOOKS	0130103242	4200	BOOKS - OTHER	81.69
							Check Total:	81.69
00815008	29	03/16/2017	29900730	MCLEAN, ANGELA K.				
				REIMB CAHPERD CONFERENCE	0101504100	5200	TRAVEL & CONF	1,312.44
							Check Total:	1,312.44
00815009	29	03/16/2017	291274	MJB WELDING SUPPLY				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	82.50
							Check Total:	82.50
00815010	29	03/16/2017	2900896	NORMAC INC				
				TRAVEL & CONFERENCES	0181505811	5200	TRAVEL & CONF	40.00
							Check Total:	40.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00815011	29	03/16/2017	290652	OFFICE DEPOT MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	28.46
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	-14.54
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	96.66
				29F005CD	0111006100	4300	MTLS & SUPPLIES	102.80
							Check Total:	213.38
00815012	29	03/16/2017	291475	PALERMO UNION SCHOOL DIST TRANSP FEES TO SIERRA DEL ORO	0105005361	5800	PROF/CONSULT/OPE	1,434.89
							Check Total:	1,434.89
00815013	29	03/16/2017	291483	PARADIGM HEALTHCARE SERVICES FEBRUARY 2017 WARRANTS	0156400720	5800	PROF/CONSULT/OPE	138.43
							Check Total:	138.43
00815014	29	03/16/2017	2901683	PESI INC 29F120SA	0101502110	5200	TRAVEL & CONF	219.00
							Check Total:	219.00
00815015	29	03/16/2017	291613	RAY MORGAN COMPANY BASE RATE CHARGE	0111004270	5600	RENTS, LEASE,REP	22.54
							Check Total:	22.54
00815016	29	03/16/2017	291623	REALLY GOOD STUFF 29F126SA	0101502100	4300	MTLS & SUPPLIES	327.32
							Check Total:	327.32
00815017	29	03/16/2017	291458	RECOLOGY BUTTE COLUSA COUNTIES PLUMAS AVENUE SCHOOL	0100003820	5500	OPER/HOUSEKEEP	425.18
				POPLAR AVENUE SCHOOL	0100001820	5500	OPER/HOUSEKEEP	498.10
				TRANSFER STATION	0100005820	5500	OPER/HOUSEKEEP	15.12
				NELSON AVENUE SCHOOL	0100004820	5500	OPER/HOUSEKEEP	554.58
				NELSON AVENUE SCHOOL	0100004820	5500	OPER/HOUSEKEEP	75.00
				DISTRICT OFFICE	0100000820	5500	OPER/HOUSEKEEP	37.50
				SIERRA AVENUE SCHOOL	0100002820	5500	OPER/HOUSEKEEP	637.77
				SIERRA AVENUE SCHOOL	0100002820	5500	OPER/HOUSEKEEP	100.00
				MAINTENANCE YARD	0105005820	5500	OPER/HOUSEKEEP	75.00
				COMMUNITY DAY SCHOOL	0101006820	5500	OPER/HOUSEKEEP	37.50
							Check Total:	2,455.75
00815018	29	03/16/2017	2900654	RIEBES AUTO PARTS MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	78.01
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	249.02
							Check Total:	327.03
00815019	29	03/16/2017	291192	SCHOOL INNOVATIONS & ACHIEVEME 1ST SEMI-ANNUAL BILLING 16/17	0100000730	5800	PROF/CONSULT/OPE	575.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				2ND SEMI-ANNUAL BILLING 16/17	0100000730	5800	PROF/CONSULT/OPE	575.00
							Check Total:	1,150.00
00815020	29	03/16/2017	29901420	SCHUMAN, STACIE				
				REIMB COOKING TIMERS	0101503107	4300	MTLS & SUPPLIES	93.03
				REIMB SANDISK CRUZER GLIDE	0111003100	4300	MTLS & SUPPLIES	9.64
							Check Total:	102.67
00815021	29	03/16/2017	29901585	SMITH, MARNIE L				
				REIMB BOOKS	0142030100	4200	BOOKS - OTHER	74.22
							Check Total:	74.22
00815022	29	03/16/2017	291882	T AND T SUPPLIES				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	215.67
							Check Total:	215.67
00815023	29	03/16/2017	2900539	TEHAMA TIRE SERVICE INC				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	50.00
							Check Total:	50.00
00815024	29	03/16/2017	291918	THERMALITO WATER AND SEWER DIS				
				1.030.01	0100002820	5500	OPER/HOUSEKEEP	207.64
				2.082.01	0105005820	5500	OPER/HOUSEKEEP	35.18
				4.105.01	0100004820	5500	OPER/HOUSEKEEP	92.94
				4.109.01	0100004820	5500	OPER/HOUSEKEEP	799.90
				4.111.01	0100004820	5500	OPER/HOUSEKEEP	52.24
				6.240.01	0100003820	5500	OPER/HOUSEKEEP	564.50
				7.181.01	0100001820	5500	OPER/HOUSEKEEP	406.49
				2.090.01	0100002820	5500	OPER/HOUSEKEEP	741.29
				5.419.01	0101006820	5500	OPER/HOUSEKEEP	173.10
				6.238.01	0100000820	5500	OPER/HOUSEKEEP	53.72
							Check Total:	3,127.00
00815025	29	03/16/2017	2900400	TRACTOR SUPPLY COMPANY				
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	59.99
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	17.97
							Check Total:	77.96
00815026	29	03/16/2017	2901932	UNIVERSITY OF CALIFORNIA DAVIS				
				29F072NA	0130104100	5200	TRAVEL & CONF	585.00
							Check Total:	585.00
00815027	29	03/16/2017	2900641	VOLTAGE SPECIALISTS				
				RENTS, LEASES, & REPAIRS	0181505811	5600	RENTS, LEASE,REP	150.00
							Check Total:	150.00
00815028	29	03/16/2017	29901655	ZHANG, ABIGAIL A				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				REIMB SUPPLIES	0165000119	4300	MTLS & SUPPLIES	103.93
							Check Total:	103.93
00815362	29	03/21/2017	2901653	ARIZA FARM				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	360.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	300.00
							Check Total:	660.00
00815363	29	03/21/2017	2901823	CRYSTAL CREAMERY				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	239.75
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	159.53
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	165.13
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	159.53
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	178.09
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	247.03
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	228.39
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	228.39
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	219.11
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	200.55
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	267.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	410.38
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	398.83
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	236.33
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	484.98
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	237.67
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	198.60
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	248.11
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	368.39
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	443.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	270.39
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	300.83
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	352.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	482.53
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	311.18
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	526.18
							Check Total:	7,563.32
00815364	29	03/21/2017	290545	DANIELSEN CO				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	580.30
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	599.84
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	88.72
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,104.60
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,049.48
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	32.61

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	906.07
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	107.18
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	335.45
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	603.40
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	43.48
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	113.50
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	745.75
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	10.87
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	38.38
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	301.22
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	119.97
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	54.35
							Check Total:	6,835.17
00815365	29	03/21/2017	290647	EARTHGRAINS CO				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	433.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	479.50
							Check Total:	913.40
00815366	29	03/21/2017	2900798	GAGER DISTRIBUTING INC				
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	136.69
							Check Total:	136.69
00815368	29	03/21/2017	290817	GOLD STAR FOODS				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	627.55
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	235.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,438.92
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	554.37
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,046.41
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	497.47
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,008.26
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	110.24
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	340.53
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	625.08
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	461.57
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,284.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	3,482.98
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	195.47
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	453.60
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,526.02
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	324.61
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,896.71
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,619.98
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	613.91

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,243.06
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	591.30
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	52.92
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	423.57
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,477.79
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	337.02
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-353.25
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,848.74
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	506.13
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-28.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,176.84
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-353.25
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,895.42
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-145.59
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	145.59
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	688.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,887.67
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	242.65
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	375.46
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	331.23
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	17.31
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	446.75
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	231.20
				FOOD SERVICE SUPPLIES	1353700370	4300	MTLS & SUPPLIES	87.44
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	718.77
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	236.65
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	80.13
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-35.25
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	310.57
							Check Total:	37,781.23
00815369	29	03/21/2017	290897	NOR CAL FOOD EQUIPMENT				
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	170.00
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	743.94
				RENTS, LEASES, & REPAIRS	1353200370	5600	RENTS, LEASE,REP	182.57
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	170.00
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	175.36
							Check Total:	1,441.87
00815370	29	03/21/2017	2901655	PIZZA HUT				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	492.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	820.47
							Check Total:	1,312.75

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00815371	29	03/21/2017	291572	PROPACIFIC FRESH				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	178.93
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	507.49
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	139.56
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	282.96
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	328.82
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	559.16
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	122.10
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	247.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	697.77
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	48.97
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	454.37
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	476.22
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	313.85
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	194.25
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	578.22
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	25.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	158.16
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	30.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	109.94
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	207.73
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	109.29
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	25.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	239.84
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	80.82
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	12.95
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	52.05
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	355.01
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	38.85
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	334.81
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	102.03
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	12.95
Check Total:								7,026.26
00815372	29	03/21/2017	291879	SYSCO FOOD SERVICES				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	153.00
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	117.05
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	97.38
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	292.12
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	35.60
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	106.70
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	180.35
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	85.81

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	89.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	600.28
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	130.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	43.96
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	94.76
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	281.74
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	99.47
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	126.96
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	108.88
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	53.40
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	157.29
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	354.32
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	65.18
							Check Total:	3,274.15
00815529	29	03/23/2017	290142	AT&T/CALNET3				
				Communications	0100001820	5900	Communications	28.90
				Communications	0100004820	5900	Communications	54.60
				Communications	1261050820	5900	Communications	33.88
				Communications	0105005360	5900	Communications	20.85
				Communications	1353100820	5900	Communications	6.89
				Communications	0100000730	5900	Communications	194.14
				Communications	0100000730	5900	Communications	603.00
				Communications	0100001820	5900	Communications	0.18
				Communications	0100003820	5900	Communications	58.63
							Check Total:	1,001.07
00815530	29	03/23/2017	2900349	ATKINSON ANDELSON LOYA RUUD & PERSONNEL				
					0100000740	5810	LEGAL FEES	1,204.88
							Check Total:	1,204.88
00815531	29	03/23/2017	2901826	BRICKS 4 KIDZ				
				29F083PL	0101503160	5800	PROF/CONSULT/OPE	1,301.00
							Check Total:	1,301.00
00815532	29	03/23/2017	2900527	CA OCCUPATIONAL MED PROF				
				K. THOMAS LIFT EXAM	0100000740	5800	PROF/CONSULT/OPE	20.00
							Check Total:	20.00
00815533	29	03/23/2017	2901300	CARRY HOT INC				
				29F024FS	1353200370	4300	MTLS & SUPPLIES	715.00
				29F024FS	1353100370	4300	MTLS & SUPPLIES	440.00
							Check Total:	1,155.00
00815534	29	03/23/2017	2901838	COLIN JOHN REECE				
				29F006DO	0101000830	5800	PROF/CONSULT/OPE	600.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								600.00
00815535	29	03/23/2017	290783	FEATHER RIVER REC & PARK DIST 29F124SA	0101502160	5800	PROF/CONSULT/OPE	200.00
Check Total:								200.00
00815536	29	03/23/2017	2901221	FGL ENVIROMENTAL INORGANIC ANALYSIS	0105005360	5800	PROF/CONSULT/OPE	160.00
Check Total:								160.00
00815537	29	03/23/2017	290837	GRAINGER INDUSTRIAL SUPPLY MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	339.25
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	169.63
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	56.54
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	226.17
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	917.03
Check Total:								1,708.62
00815538	29	03/23/2017	2901341	IT SAVVY 29F047PA	0101501107	4400	NON-CAP EQUIPMNT	925.33
				29F047PA	0101501107	4300	MTLS & SUPPLIES	245.42
Check Total:								1,170.75
00815539	29	03/23/2017	290992	J C NELSON SUPPLY CO MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	871.17
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	447.20
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	488.65
Check Total:								1,807.02
00815540	29	03/23/2017	2900243	LOTS A JAVA 29F036LC	1261050100	4300	MTLS & SUPPLIES	350.70
Check Total:								350.70
00815541	29	03/23/2017	2901938	MINASIAN MEITH SOARES SEXTON C PERSONNEL	0100000740	5810	LEGAL FEES	1,505.00
				REDUCTION IN CERT FORCE	0100000740	5810	LEGAL FEES	43.00
Check Total:								1,548.00
00815542	29	03/23/2017	291420	ODYSSEY INC 29F110NA	0101504160	5800	PROF/CONSULT/OPE	5,000.00
Check Total:								5,000.00
00815543	29	03/23/2017	2900495	SCHOLASTIC BOOK CLUB 29F106SA	0130102100	4200	BOOKS - OTHER	300.00
				29F114SA	0130102100	4200	BOOKS - OTHER	300.00
Check Total:								600.00
00815544	29	03/23/2017	2901513	SIERRA SCHOOL NPS				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FEBRUARY 2017	0165000118	5800	PROF/CONSULT/OPE	13,286.50
							Check Total:	13,286.50
00815545	29	03/23/2017	2901932	UNIVERSITY OF CALIFORNIA DAVIS 29F012CD	0162640100	5200	TRAVEL & CONF	195.00
							Check Total:	195.00
00815546	29	03/23/2017	2900641	VOLTAGE SPECIALISTS 29F067MA	0181505811	5800	PROF/CONSULT/OPE	5,280.00
							Check Total:	5,280.00
00815801	29	03/28/2017	2901141	ACSA REGIONS 1 2 3 4 G. BLAKE - 29F135DO C. CONVANAUGH - 29F135DO R. SIMMONS - 29F135DO S. SCHUMAN - 29F135DO E. GREGORIO - 29F135DO S. BOWMAN - 29F135DO B. HARRINGTON - 29F135DO R. SOLANSKY - 29F135DO	0100000710 0100000730 0111004270 0111003270 0111002270 0111006270 0111001270 1261050270	5200 5200 5200 5200 5200 5200 5200 5200	TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF	249.00 249.00 249.00 249.00 249.00 249.00 249.00 249.00
							Check Total:	1,992.00
00815802	29	03/28/2017	290196	BEST BUY BUSINESS ADVANTAGE AC 29F138NA 29F138NA 29F138NA 29F138NA 29F138NA	0130104100 0130104100 0130104100 0130104100 0130104100	4400 4400 4300 4300 4300	NON-CAP EQUIPMNT NON-CAP EQUIPMNT MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES	1,665.63 2,498.44 375.32 64.35 377.07
							Check Total:	4,980.81
00815803	29	03/28/2017	29901604	BRACEY, JESSICA M REIMB ANTI-PILL FLEECE REIMB FIBER FILL	0101503169 0101503169	4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES	215.51 75.21
							Check Total:	290.72
00815804	29	03/28/2017	2901936	CALEB JAMES/AMBER STONE SHERRO BOOK REFUND - SADIE LONG	0100002100	8699	OTHER LOCAL REV	8.00
							Check Total:	8.00
00815805	29	03/28/2017	29901298	COWEE, CHRIS J REIMB DEC 2016 MILEAGE REIMB JAN 2017 MILEAGE REIMB FEB 2017 MILEAGE REIMB MAR 2017 MILEAGE	0165000113 0165000113 0165000113 0165000113	5200 5200 5200 5200	TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF TRAVEL & CONF	6.48 12.96 12.96 19.44
							Check Total:	51.84
00815806	29	03/28/2017	29900424	GREGORIO, EDWARD E				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				REIMB SUPPLIES	0111002270	4300	MTLS & SUPPLIES	115.07
				REIMB SUPPLIES	0101502313	4300	MTLS & SUPPLIES	46.85
							Check Total:	161.92
00815807	29	03/28/2017	290822	HRDIRECT				
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
				29F127DO	0100000740	4300	MTLS & SUPPLIES	80.43
							Check Total:	804.30
00815808	29	03/28/2017	2901937	JENNIFER LOPEZ				
				BOOK REFUND - BREYDEN LOPEZ	0100003100	8699	OTHER LOCAL REV	4.00
							Check Total:	4.00
00815809	29	03/28/2017	291097	LAKESHORE LEARNING				
				29F033LC	1261050100	4200	BOOKS - OTHER	333.89
				29F033LC	1261050100	4300	MTLS & SUPPLIES	719.48
							Check Total:	1,053.37
00815810	29	03/28/2017	290652	OFFICE DEPOT				
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	17.72
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	18.40
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	37.00
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	106.94
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	229.97
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	106.49
				J. NOBLE	0111002100	4300	MTLS & SUPPLIES	93.53
				T. HENNESSY	0111002100	4300	MTLS & SUPPLIES	122.37
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	226.01
							Check Total:	958.43
00815811	29	03/28/2017	29901420	SCHUMAN, STACIE				
				REIMB SUPPLIES	0111003100	4300	MTLS & SUPPLIES	214.65
				REIMB BOOKS	0130103313	4200	BOOKS - OTHER	168.10
				REIMB BOOKS	0130103313	4200	BOOKS - OTHER	34.14
							Check Total:	416.89
00815812	29	03/28/2017	29901473	SIMMONS, ROCHELLE A				
				REIMB WALL CANVAS	0111004270	4300	MTLS & SUPPLIES	193.50

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								193.50
00815813	29	03/28/2017	29901377	THAO, NOU				
				REIMB ICECREAM	0111002270	4300	MTLS & SUPPLIES	11.98
				REIMB ROOTBEER FLOAT SUPPLIES	0111002270	4300	MTLS & SUPPLIES	7.70
Check Total:								19.68
00815814	29	03/28/2017	29900274	TODD, KATHERINE H				
				REIMB BOOKS	0165000113	4200	BOOKS - OTHER	44.90
Check Total:								44.90
00816288	29	03/30/2017	290032	ACCULARM SECURITY SYSTEMS				
				29F066MA	0181505811	4300	MTLS & SUPPLIES	600.00
				29F066MA	0181505811	5500	OPER/HOUSEKEEP	5.88
Check Total:								605.88
00816289	29	03/30/2017	2900295	CASCWA				
				29F141NA	0101504311	5200	TRAVEL & CONF	195.00
Check Total:								195.00
00816290	29	03/30/2017	2901190	CREATIVE MATHEMATICS				
				29F117SA	0101502110	5200	TRAVEL & CONF	418.00
Check Total:								418.00
00816291	29	03/30/2017	290771	FRED PRYOR SEMINARS				
				4/1/17-3/31/18 SUB 29F155NA	0111004270	5300	DUES & MBRSHIPS	199.00
Check Total:								199.00
00816292	29	03/30/2017	290916	HOUSERS MUSIC				
				29F148NA	0101504130	4300	MTLS & SUPPLIES	37.80
Check Total:								37.80
00816293	29	03/30/2017	290938	HYATT REGENCY				
				CONF # 32JL3JRT	0130104100	5200	TRAVEL & CONF	452.00
				CONF # 32JL3DQQ	0130104100	5200	TRAVEL & CONF	452.00
				CONF # 32JL3HPK	0130104100	5200	TRAVEL & CONF	452.00
				CONF # 32JL3DRK	0130104100	5200	TRAVEL & CONF	452.00
Check Total:								1,808.00
00816294	29	03/30/2017	2901930	LORRIANE ANNETTE TEMPLE				
				29F100SA	0101501160	5800	PROF/CONSULT/OPE	100.00
Check Total:								100.00
00816295	29	03/30/2017	291307	MT SHASTA SPRING WATER				
				MATERIALS & SUPPLIES	0101000314	4300	MTLS & SUPPLIES	17.25
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	47.00
				MATERIALS & SUPPLIES	0111002100	4300	MTLS & SUPPLIES	76.75
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	8.90

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	38.50
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	10.34
				MATERIALS & SUPPLIES	1261050100	4300	MTLS & SUPPLIES	25.75
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	34.25
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	2.15
							Check Total:	260.89
00816296	29	03/30/2017	290652	OFFICE DEPOT				
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	42.00
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	17.31
				29F120NA	0111004100	4300	MTLS & SUPPLIES	6.97
				29F120NA	0111004100	4300	MTLS & SUPPLIES	-6.97
				29F120NA	0111004100	4300	MTLS & SUPPLIES	46.72
				29F120NA	0190104150	4300	MTLS & SUPPLIES	546.81
				29F009LC	1261050100	4300	MTLS & SUPPLIES	1,479.30
							Check Total:	2,132.14
00816297	29	03/30/2017	291623	REALLY GOOD STUFF				
				29F035LC	1261050100	4300	MTLS & SUPPLIES	747.24
							Check Total:	747.24
00816298	29	03/30/2017	292014	WALMART COMMUNITY				
				29F074PL	0101503100	4300	MTLS & SUPPLIES	160.77
							Check Total:	160.77
00816299	29	03/30/2017	29PY2101	AMERICAN FIDELITY ASSURANCE				
				17031 PY VENDOR	1300000000	D102	AMERICAN FIDELTY	305.00
				17031 PY VENDOR	0100000000	D102	AMERICAN FIDELTY	1,010.71
				17031 PY VENDOR	1200000000	D102	AMERICAN FIDELTY	55.63
				17031 PY VENDOR	0100000000	D101	AMER FID CAFE	279.57
							Check Total:	1,650.91
00816300	29	03/30/2017	29PY2614	AMERICAN FIDELITY ASSURANCE				
				17031 PY VENDOR	0100000000	D614	DEPNDRNT CARE Caf	871.20
							Check Total:	871.20
00816301	29	03/30/2017	29PY2669	AMERICAN FIDELITY ASSURANCE CO				
				17031 PY VENDOR	0100000000	D669	UNREIMBRSD MED C	1,078.62
							Check Total:	1,078.62
00816302	29	03/30/2017	29PY1105	ASSOC OF CALIF SCHOOL ADMINIST				
				17031 PY VENDOR	0100000000	C105	ASSN OF CALIF	632.74
				17031 PY VENDOR	1200000000	C105	ASSN OF CALIF	62.25
							Check Total:	694.99
00816303	29	03/30/2017	29PY2552	BUTTE COUNTY SHERIFF				
				17031 PY VENDOR	1200000000	D552	BUTTE CO SHERIFF	1.30

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				17031 PY VENDOR	1300000000	D552	BUTTE CO SHERIFF	491.38
				17031 PY VENDOR	0100000000	D552	BUTTE CO SHERIFF	218.35
							Check Total:	711.03
00816304	29	03/30/2017	29PY2228	CALIF SCHOOL EMPLOYEES ASSOC.				
				17031 PY VENDOR	1200000000	D228	CSEA	219.26
				17031 PY VENDOR	1300000000	D228	CSEA	438.41
				17031 PY VENDOR	0100000000	D228	CSEA	1,802.21
							Check Total:	2,459.88
00816305	29	03/30/2017	29PY2216	CALIF TEACHERS ASSN DUES				
				17031 PY VENDOR	0100000000	D216	CTA DUES	6,756.50
				17031 PY VENDOR	1200000000	D216	CTA DUES	157.50
							Check Total:	6,914.00
00816306	29	03/30/2017	29PY2231	CSEA CHAPTER #182				
				17031 PY VENDOR	1200000000	D231	CSEA CHAPTER 182	19.04
				17031 PY VENDOR	1300000000	D231	CSEA CHAPTER 182	46.78
				17031 PY VENDOR	0100000000	D231	CSEA CHAPTER 182	171.18
							Check Total:	237.00
00816307	29	03/30/2017	29PY2229	CSEA SERVICE CHARGE				
				17031 PY VENDOR	0100000000	D229	CSEA SERV CHARGE	177.38
				17031 PY VENDOR	1200000000	D229	CSEA SERV CHARGE	17.39
				17031 PY VENDOR	1300000000	D229	CSEA SERV CHARGE	59.41
							Check Total:	254.18
00816308	29	03/30/2017	29PY2236	CSEA VICTORY CLUB				
				17031 PY VENDOR	0100000000	D236	CSEA VICTORY CLB	69.16
				17031 PY VENDOR	1200000000	D236	CSEA VICTORY CLB	8.00
				17031 PY VENDOR	1300000000	D236	CSEA VICTORY CLB	5.84
							Check Total:	83.00
00816309	29	03/30/2017	29PY2554	FRANCHISE TAX BOARD				
				17031 PY VENDOR	0100000000	D554	FRANCHISE TAX BD	170.67
				17031 PY VENDOR	1300000000	D554	FRANCHISE TAX BD	519.75
							Check Total:	690.42
00816310	29	03/30/2017	29PY2554A	FRANCHISE TAX BOARD				
				17031 PY VENDOR	0100000000	D554	FRANCHISE TAX BD	533.75
							Check Total:	533.75
00816311	29	03/30/2017	29PY2180	STANDARD INSURANCE CO				
				17031 PY VENDOR	0100000000	D180	DISABILITY	655.04
							Check Total:	655.04
00816312	29	03/30/2017	29PY2185	STANDARD INSURANCE CO				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				17031 PY VENDOR	0100000000	D185	LIFE	488.97
							Check Total:	488.97
00816313	29	03/30/2017	29PY2249	THERMALITO TEACHERS ASSOC				
				17031 PY VENDOR	1200000000	D249	THERM TCH ASSOC	23.25
				17031 PY VENDOR	0100000000	D249	THERM TCH ASSOC	1,258.68
							Check Total:	1,281.93
00816314	29	03/30/2017	29PY2667	UNITED WAY OF NORTHERN CALIFOR				
				17031 PY VENDOR	0100000000	D667	UNITED WAY	20.00
							Check Total:	20.00
							Grand Total:	527,726.38

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00816655	29	04/04/2017	29PY1083	CALIFORNIAS VALUED TRUST				
				APRIL 2017 HEALTH BENEFITS	0100000000	C792	CENTRAL VLY TRT	172,190.84
				APRIL 2017 HEALTH BENEFITS	1200000000	C792	CENTRAL VLY TRT	8,833.90
				APRIL 2017 HEALTH BENEFITS	1300000000	C792	CENTRAL VLY TRT	10,322.40
Check Total:								191,347.14
00816883	29	04/06/2017	290032	ACCULARM SECURITY SYSTEMS				
				SIERRA AVENUE	0100002820	5500	OPER/HOUSEKEEP	546.00
				SIERRA ROOMS 10-15	0100002820	5500	OPER/HOUSEKEEP	45.00
				NELSON OFFICE	0100004820	5500	OPER/HOUSEKEEP	237.00
				POPLAR AVENUE	0100001820	5500	OPER/HOUSEKEEP	426.00
				POPLAR AVENUE	0100001820	5500	OPER/HOUSEKEEP	45.00
				PLUMAS AVENUE	0100003820	5500	OPER/HOUSEKEEP	360.00
				NELSON B WING	0100004820	5500	OPER/HOUSEKEEP	96.00
				NELSON ROOMS 1-16	0100004820	5500	OPER/HOUSEKEEP	210.00
				DISTRICT OFFICE	0100000820	5500	OPER/HOUSEKEEP	111.00
				NELSON GYM	0100004820	5500	OPER/HOUSEKEEP	60.00
				NELSON GYM - CELL BACK UP	0100004820	5500	OPER/HOUSEKEEP	15.00
				NELSON LIBRARY	0100004820	5500	OPER/HOUSEKEEP	60.00
				NELSON TECH BLDG	0100004820	5500	OPER/HOUSEKEEP	96.00
				CDS	0101006820	5500	OPER/HOUSEKEEP	78.00
Check Total:								2,385.00
00816884	29	04/06/2017	2900912	ACP DIRECT				
				29F048PA	0101501107	4300	MTLS & SUPPLIES	269.92
Check Total:								269.92
00816885	29	04/06/2017	290207	BETTER DEAL EXCHANGE				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	49.23
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	71.81
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	-55.21
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	82.01
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	106.18
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	20.37
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	28.06
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	171.59
Check Total:								474.04
00816886	29	04/06/2017	290177	BUTTE COUNTY SHERIFF				
				LIVE SCAN FINGERPRINT	0100000740	5800	PROF/CONSULT/OPE	36.00
Check Total:								36.00
00816887	29	04/06/2017	2900527	CA OCCUPATIONAL MED PROF				
				J. BALLARD - LIFT EXAM	0100000740	5800	PROF/CONSULT/OPE	20.00
Check Total:								20.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00816888	29	04/06/2017	2901941	CALIFORNIA ASSOC FOR HEALTH 29F135NA	0101504100	5200	TRAVEL & CONF	365.00
							Check Total:	365.00
00816889	29	04/06/2017	2901307	CARTRIDGE WORLD 29F129SA	0101502107	4300	MTLS & SUPPLIES	365.68
				29F146NA	0111004100	4300	MTLS & SUPPLIES	112.59
							Check Total:	478.27
00816890	29	04/06/2017	29901634	CAVANAUGH, CONSTANCE S REIMB CAASFEP WORKSHOP	0100000730	5200	TRAVEL & CONF	97.92
							Check Total:	97.92
00816891	29	04/06/2017	290468	CONSTRUCTIVE PLAYTHINGS 29F032LC	1261050100	4300	MTLS & SUPPLIES	2,817.68
							Check Total:	2,817.68
00816892	29	04/06/2017	290479	COSTCO WHOLESALE 29F093PL	0111003100	4300	MTLS & SUPPLIES	60.03
				29F093PL	0130103100	4300	MTLS & SUPPLIES	101.41
				29F093PL	0130103100	4200	BOOKS - OTHER	72.87
				29F131SA	0101502249	4300	MTLS & SUPPLIES	137.50
							Check Total:	371.81
00816893	29	04/06/2017	2901219	EDUCATIONAL DATA SYSTEMS 29F042CT	0100000316	4300	MTLS & SUPPLIES	45.00
							Check Total:	45.00
00816894	29	04/06/2017	2901942	FIRST UNITED METHODIST CHURCH ROSS-HARMON ED AWARDS/DUGGAN	0111002270	5800	PROF/CONSULT/OPE	20.00
				ROSS-HARMON ED AWARDS/DIMON	0111002270	5800	PROF/CONSULT/OPE	20.00
				ROSS-HARMON ED AWARDS/JESSEN	0111002270	5800	PROF/CONSULT/OPE	20.00
				ROSS-HARMON ED AWARDS/BALES	0111002270	5800	PROF/CONSULT/OPE	20.00
							Check Total:	80.00
00816895	29	04/06/2017	2901341	IT SAVVY 29F135SA	0111002270	4300	MTLS & SUPPLIES	13.81
				29F137SA	0101502107	4300	MTLS & SUPPLIES	176.02
							Check Total:	189.83
00816896	29	04/06/2017	29901591	KONIG, KAREN L TRAVEL ADVANCE	0130104110	5200	TRAVEL & CONF	150.00
							Check Total:	150.00
00816897	29	04/06/2017	2901940	NEW VENTURE FUND 29F087PL	0101503110	5200	TRAVEL & CONF	200.00
							Check Total:	200.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00816898	29	04/06/2017	290652	OFFICE DEPOT				
				MATERIALS & SUPPLIES	0100000710	4300	MTLS & SUPPLIES	16.58
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	64.33
				J. MITCHELL	0111003100	4300	MTLS & SUPPLIES	299.94
				29F122NA	0130104107	4300	MTLS & SUPPLIES	12.83
				29F122NA	0111004100	4300	MTLS & SUPPLIES	88.90
				29F085PL	0111003100	4300	MTLS & SUPPLIES	600.51
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	37.62
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	6.16
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	22.63
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	20.74
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	214.45
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	71.10
				29F019FS	1353100370	4300	MTLS & SUPPLIES	320.28
				29F121NA	0111004270	4300	MTLS & SUPPLIES	17.73
				29F121NA	0111004100	4300	MTLS & SUPPLIES	84.18
Check Total:								1,877.98
00816899	29	04/06/2017	291524	P G & E				
				OPERATION & HOUSEKEEPING SERV	0101006820	5500	OPER/HOUSEKEEP	522.17
				OPERATION & HOUSEKEEPING SERV	0100000820	5500	OPER/HOUSEKEEP	367.67
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	20.71
				OPERATION & HOUSEKEEPING SERV	0100005820	5500	OPER/HOUSEKEEP	129.71
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	1,256.43
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	2,963.10
				OPERATION & HOUSEKEEPING SERV	0100001820	5500	OPER/HOUSEKEEP	4,000.80
				OPERATION & HOUSEKEEPING SERV	0100003820	5500	OPER/HOUSEKEEP	2,004.48
				OPERATION & HOUSEKEEPING SERV	0100002820	5500	OPER/HOUSEKEEP	5,284.16
				OPERATION & HOUSEKEEPING SERV	0105005820	5500	OPER/HOUSEKEEP	394.81
Check Total:								16,944.04
00816900	29	04/06/2017	291613	RAY MORGAN COMPANY				
				BASE RATE CHARGE	0100002100	5600	RENTS, LEASE,REP	2,361.90
				BASE RATE CHARGE	0100003100	5600	RENTS, LEASE,REP	1,144.18
Check Total:								3,506.08
00816901	29	04/06/2017	2900296	SCHOOL OUTFITTERS				
				29F105SA	0101502242	4300	MTLS & SUPPLIES	386.09
Check Total:								386.09
00816902	29	04/06/2017	2901609	SENSORYEDGE				
				29F090PL	0101503242	4300	MTLS & SUPPLIES	401.07
Check Total:								401.07
00816903	29	04/06/2017	29901063	SOLANSKY, ROBYN SUZANNE				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				REIMB MARCH 2017 MILEAGE	1261050100	5200	TRAVEL & CONF	116.10
				REIMB FEBRUARY 2017 MILEAGE	1261050100	5200	TRAVEL & CONF	90.72
							Check Total:	206.82
00816904	29	04/06/2017	2901593	TEC COM				
				29F053MA	0101000850	6400	EQUIPMENT	2,252.00
				29F053MA	0101000850	6400	EQUIPMENT	6,198.75
							Check Total:	8,450.75
00816905	29	04/06/2017	29900274	TODD, KATHERINE H				
				REIMB SPECIAL ED SYMPOSIUM	0165000312	5200	TRAVEL & CONF	105.84
				REIMB MARCH 2017 MILEAGE	0165000312	5200	TRAVEL & CONF	48.06
				REIMB FEBRUARY 2017 MILEAGE	0165000312	5200	TRAVEL & CONF	9.23
							Check Total:	163.13
00817178	29	04/11/2017	2900369	AMERIPRIDE UNIFORM SERVICE				
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	236.20
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	236.20
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	236.20
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	236.20
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	236.20
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.47
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.47
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.47
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.47
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.47
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.47
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	29.22
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	29.22
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	29.22
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	29.22
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	29.22
							Check Total:	1,434.45
00817179	29	04/11/2017	2901944	AZTEC CONSTRUCTION INC				
				EMS DRYING SERVICES	0105400811	5600	RENTS, LEASE,REP	7,140.72
				REPAIR TO PRE LOSS CONDITION	0105400811	5600	RENTS, LEASE,REP	14,267.49
							Check Total:	21,408.21
00817180	29	04/11/2017	2900087	DAWSON OIL CO				
				FUEL	0105005360	4340	FUEL	1,203.45
							Check Total:	1,203.45
00817181	29	04/11/2017	290837	GRAINGER INDUSTRIAL SUPPLY				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	18.42
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	21.86
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	19.52

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	119.92
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	39.98
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	24.48
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	26.46
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	144.48
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	65.38
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	678.51
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	-678.51
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	678.51
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	30.26
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	232.82
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	161.30
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	66.15
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	137.23
							Check Total:	<u>1,786.77</u>
00817182	29	04/11/2017	290907	HOME DEPOT CREDIT SERVICES				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	7.31
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	66.13
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	4.04
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	82.79
				MATERIALS & SUPPLIES	0105400100	4300	MTLS & SUPPLIES	176.96
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	167.27
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	20.79
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	8.15
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	82.06
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	7.24
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	14.61
				29F089PL	0101503169	4300	MTLS & SUPPLIES	32.02
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	21.30
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	92.00
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	174.62
							Check Total:	<u>957.29</u>
00817183	29	04/11/2017	290992	J C NELSON SUPPLY CO				
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	106.76
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	587.24
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	982.29
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	213.77
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	87.95
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	14.06
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	158.94
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	127.09
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	45.30

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	131.04
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	982.54
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	483.94
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	235.89
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	47.83
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	47.73
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	26.81
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	504.93
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	361.71
							Check Total:	5,145.82
00817184	29	04/11/2017	291307	MT SHASTA SPRING WATER				
				MATERIALS & SUPPLIES	1261050100	4300	MTLS & SUPPLIES	2.15
							Check Total:	2.15
00817185	29	04/11/2017	290652	OFFICE DEPOT				
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	136.31
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	-10.67
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	375.21
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	79.78
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	15.02
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	103.99
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	79.31
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	170.70
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	57.98
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	233.10
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	15.86
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	-233.64
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	233.64
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	72.91
							Check Total:	1,329.50
00817186	29	04/11/2017	2901943	PEACEFUL PLALYGROUND INC				
				29F128SA	0111002100	4300	MTLS & SUPPLIES	480.98
							Check Total:	480.98
00817187	29	04/11/2017	2901683	PESI INC				
				29F134DO	0165000113	5200	TRAVEL & CONF	199.00
							Check Total:	199.00
00817188	29	04/11/2017	2900654	RIEBES AUTO PARTS				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	59.64
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	6.62
							Check Total:	66.26
00817189	29	04/11/2017	2900495	SCHOLASTIC BOOK CLUB				

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				29F122SA	0130102100	4200	BOOKS - OTHER	90.00
				29F111SA	0130102115	4200	BOOKS - OTHER	222.00
				29F111SA	0130102115	4200	BOOKS - OTHER	71.00
				29F121SA	0130102115	4200	BOOKS - OTHER	225.00
							Check Total:	608.00
00817190	29	04/11/2017	2900179	SCHOOL MATE 29F046PA	0101501100	4300	MTLS & SUPPLIES	356.00
							Check Total:	356.00
00817191	29	04/11/2017	291765	SHARPS LOCKSMITHING MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	75.08
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	12.87
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	9.12
							Check Total:	97.07
00817192	29	04/11/2017	2901144	US GAMES 29F138SA	0101502313	4300	MTLS & SUPPLIES	165.20
							Check Total:	165.20
00817193	29	04/11/2017	292010	VIRCO INC 29F084PL	0111003100	4300	MTLS & SUPPLIES	771.86
							Check Total:	771.86
00817194	29	04/11/2017	2900641	VOLTAGE SPECIALISTS RENTS, LEASES, & REPAIRS	0181505811	5600	RENTS, LEASE,REP	585.00
							Check Total:	585.00
00817195	29	04/11/2017	2901945	VYNE EDUCATION LLC 29F143DO - FLOWER	0162640100	5200	TRAVEL & CONF	199.99
				29F143DO - ZHANG	0162640100	5200	TRAVEL & CONF	199.99
							Check Total:	399.98
00817423	29	04/13/2017	2901583	AUTOZONE WEST INC MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	56.33
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	32.73
							Check Total:	89.06
00817424	29	04/13/2017	29SALESTAX	BOARD OF EQUALIZATION FUEL TAX FOR JAN-MARCH 2017	0105005360	5800	PROF/CONSULT/OPE	17.75
							Check Total:	17.75
00817425	29	04/13/2017	2901446	BRAINPOP LLC 29F136SA	0101502110	5800	PROF/CONSULT/OPE	2,395.00
							Check Total:	2,395.00
00817426	29	04/13/2017	2901826	BRICKS 4 KIDZ 29F123SA	0101502160	5800	PROF/CONSULT/OPE	500.00

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								500.00
00817427	29	04/13/2017	2900670	BUSWEST MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	94.56
Check Total:								94.56
00817428	29	04/13/2017	290325	CARPETS GALORE INC 29F065MA	0181505811	4300	MTLS & SUPPLIES	190.32
Check Total:								190.32
00817429	29	04/13/2017	290622	DURHAM PENTZ TRUCK CENTER 29F056TR	0105005360	5600	RENTS, LEASE,REP	51.58
Check Total:								51.58
00817430	29	04/13/2017	290797	GAYNOR TELESYSTEMS INC 29F061MA	0181505811	5600	RENTS, LEASE,REP	500.00
Check Total:								500.00
00817431	29	04/13/2017	290842	GRAPHIC FOX 29F150DO 29F150DO	0100000730 0130100249	4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES	170.38 170.39
Check Total:								340.77
00817432	29	04/13/2017	290907	HOME DEPOT CREDIT SERVICES 29F027NA	0101504130	4300	MTLS & SUPPLIES	47.19
Check Total:								47.19
00817433	29	04/13/2017	2901341	IT SAVVY 29F053PA 29F052PA	0101501107 0101501110	4400 4300	NON-CAP EQUIPMNT MTLS & SUPPLIES	1,671.74 386.10
Check Total:								2,057.84
00817434	29	04/13/2017	291307	MT SHASTA SPRING WATER MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES MATERIALS & SUPPLIES	0100000730 0100000730 0105005360 0101000314 0111003100 0111002100 1261050100 0111001100 0100005820	4300 4300 4300 4300 4300 4300 4300 4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES	17.25 -2.15 10.34 17.25 25.75 55.50 17.25 21.50 8.90
Check Total:								171.59
00817435	29	04/13/2017	290652	OFFICE DEPOT MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	133.80
Check Total:								133.80

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Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00817436	29	04/13/2017	291623	REALLY GOOD STUFF 29F078PL	0111003100	4300	MTLS & SUPPLIES	14.99
							Check Total:	14.99
00817437	29	04/13/2017	291743	SCHOOL SPECIALTY INC 29F142SA	0101502313	4300	MTLS & SUPPLIES	360.88
							Check Total:	360.88
00817438	29	04/13/2017	2901948	SCHOOLS IN 29F079PL	0101503100	4300	MTLS & SUPPLIES	238.85
							Check Total:	238.85
00817439	29	04/13/2017	291882	T AND T SUPPLIES MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	59.93
							Check Total:	59.93
00817440	29	04/13/2017	2900400	TRACTOR SUPPLY COMPANY MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	69.70
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	107.24
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	37.53
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	-127.59
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	129.30
							Check Total:	216.18
00817441	29	04/13/2017	292032	WEST ED MARCH 8, 2017 TRAINING	1261050100	5800	PROF/CONSULT/OPE	3,000.00
							Check Total:	3,000.00
00817442	29	04/13/2017	2901949	WILSON LANGUAGE TRAINING CO 29F133SA	0101502115	4200	BOOKS - OTHER	275.45
							Check Total:	275.45
00817723	29	04/18/2017	2901653	ARIZA FARM FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	300.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	300.00
							Check Total:	600.00
00817724	29	04/18/2017	2901873	BUTTE COUNTY PUBLIC HEALTH DRUG TESTS	0100000740	5800	PROF/CONSULT/OPE	60.00
							Check Total:	60.00
00817725	29	04/18/2017	2901954	CHICO THEATER COMPANY INC 29F044PA - 52 MULAN TICKETS	0101501160	5800	PROF/CONSULT/OPE	104.00
							Check Total:	104.00
00817726	29	04/18/2017	290545	DANIELSEN CO FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	291.77
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	10.87

Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	88.42
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	21.74
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	514.43
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	90.40
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	799.23
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	947.71
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	148.34
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	761.52
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	54.35
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	952.78
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	20.22
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	136.44
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,197.97
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	86.96
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	697.04
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	54.35
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	704.34
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	54.35
							Check Total:	7,633.23
00817727	29	04/18/2017	2901952	ELINE MEDIA 29F150NA	0101504130	5800	PROF/CONSULT/OPE	130.00
							Check Total:	130.00
00817728	29	04/18/2017	2901951	ERIN DEALEY PLUMAS - 29F077PL POPLAR - 29F077PL SIERRA - 29F077PL	0101503100 0101501100 0101502100	5800 5800 5800	PROF/CONSULT/OPE PROF/CONSULT/OPE PROF/CONSULT/OPE	250.00 250.00 250.00
							Check Total:	750.00
00817730	29	04/18/2017	290817	GOLD STAR FOODS FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES FOOD SERVICE SUPPLIES	1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370 1353100370	4700 4700 4700 4700 4700 4700 4700 4700 4700 4700 4700 4700 4700	FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY FOOD SRV SUPPLY	235.78 -14.74 157.35 440.49 413.46 347.12 620.04 -191.62 740.28 2,178.82 4,161.13 1,251.18 621.12

Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	251.52
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,052.59
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,421.06
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	286.73
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	431.20
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	356.44
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	538.61
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-29.48
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	553.41
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,637.19
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,064.58
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-295.61
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,897.94
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	436.77
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	703.02
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	568.02
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-29.48
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	321.69
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,662.73
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,714.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	406.04
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	843.14
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,467.95
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	828.87
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-29.48
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	407.82
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	176.25
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	2,046.82
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	291.18
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	843.14
				MATERIALS & SUPPLIES	1353700370	4300	MTLS & SUPPLIES	87.44
							Check Total:	36,872.79
00817731	29	04/18/2017	2901953	LEGO EDUCATION NORTH AMERICA 29F140SA	0101502169	4300	MTLS & SUPPLIES	51.43
							Check Total:	51.43
00817732	29	04/18/2017	291328	NASCO MODESTO 29F140NA	0130104100	4300	MTLS & SUPPLIES	93.88
							Check Total:	93.88
00817733	29	04/18/2017	290897	NOR CAL FOOD EQUIPMENT RENTS, LEASES, & REPAIRS	1353200370	5600	RENTS, LEASE,REP	393.13
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	180.73

Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								573.86
00817734	29	04/18/2017	291483	PARADIGM HEALTHCARE SERVICES MARCH 2017 WARRANTS	0156400720	8290	OTH FED REVENUE	2,220.37
Check Total:								2,220.37
00817735	29	04/18/2017	2901655	PIZZA HUT FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	474.05
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	502.56
Check Total:								976.61
00817736	29	04/18/2017	291572	PROPACIFIC FRESH FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	212.84
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	93.72
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	393.97
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	25.90
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	245.74
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	147.48
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	114.26
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	142.45
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	403.52
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	122.52
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	69.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	49.80
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	665.16
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	382.36
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	316.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	142.45
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	395.38
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	97.30
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	24.04
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	110.43
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	260.21
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	497.39
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	479.32
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	196.48
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	194.25
Check Total:								5,783.03
00817737	29	04/18/2017	291743	SCHOOL SPECIALTY INC 29F143SA	0101502313	4300	MTLS & SUPPLIES	993.68
Check Total:								993.68
00817738	29	04/18/2017	291879	SYSCO FOOD SERVICES FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	37.47

Detailed Check Register - Accounts Payable Only
THERMALITO UNION SCHOOL DISTRICT

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	150.45
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	8.38
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	217.24
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	35.60
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-135.09
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	413.63
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	212.82
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	188.34
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	128.87
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	575.92
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	61.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	932.84
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	61.78
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	251.54
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	103.80
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-210.14
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	-21.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	966.99
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	168.98
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	49.78
				MATERIALS & SUPPLIES	1353100370	4300	MTLS & SUPPLIES	123.99
				MATERIALS & SUPPLIES	1300000600	4300	MTLS & SUPPLIES	327.88
				FOOD SERVICE SUPPLIES	1300000600	4700	FOOD SRV SUPPLY	46.08
							Check Total:	4,697.65
00817930	29	04/20/2017	290150	A-Z BUS SALES INC				
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	50.93
							Check Total:	50.93
00817931	29	04/20/2017	2900527	CA OCCUPATIONAL MED PROF				
				CARR - EXPRESS DRUG SCREEN	0100000740	5800	PROF/CONSULT/OPE	46.50
				THOMAS - EXPRESS DRUG SCREEN	0100000740	5800	PROF/CONSULT/OPE	46.50
				ESTRADA - EXPRESS DRUG SCREEN	0100000740	5800	PROF/CONSULT/OPE	46.50
							Check Total:	139.50
00817932	29	04/20/2017	290343	CATHYS SEW AND VAC				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	96.47
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	85.78
							Check Total:	182.25
00817933	29	04/20/2017	2901956	CONSERVATION AMBASSADORY INC				
				29F035PL - PLUMAS	0101503100	5800	PROF/CONSULT/OPE	600.00
				29F035PL - POPLAR	0101501100	5800	PROF/CONSULT/OPE	600.00
				29F035PL - SIERRA	0101502100	5800	PROF/CONSULT/OPE	600.00

CAMPUS SECURITY

The Governing Board is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures which are consistent with the goals and objectives of the district's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 - Comprehensive Safety Plan)

Surveillance Systems

The Board believes that reasonable use of surveillance cameras will help the district achieve its goals for campus security. In consultation with the safety planning committee and relevant staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

(cf. 5131.1 - Bus Conduct)

(cf. 5145.12 - Search and Seizure)

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur and shall state whether the district's system is actively monitored by school personnel. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings, and that matters captured by the camera may be referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

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

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Legal Reference:

EDUCATION CODE

32020 Access gates

32211 Threatened disruption or interference with classes

Business and Noninstructional Operations

BP 3515 (b)

32280-32288 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

38000-38005 Security patrols

49050-49051 Searches by school employees

49060-49079 Student records

PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building

626-626.10 Disruption of schools

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS

New Jersey v. T.L.O. (1985) 469 U.S. 325

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

CSBA PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1999

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999

WEB SITES

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

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

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

Board Adopted: 05/11/17 (final adoption)
04/05/17 (first reading)

Instruction

AR 6185 (a)

COMMUNITY DAY SCHOOL

Involuntary Transfer

The Superintendent or designee may assign a student to a district community day school if the student meets one or more of the following conditions: (Education Code 48662)

1. The student is expelled for any reason.

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

2. The student is probation-referred pursuant to Welfare and Institutions Code 300 or 602.

3. The student is referred by a school attendance review board (SARB) or other district-level referral process.

(cf. 5113.1 - Chronic Absence and Truancy)

The Superintendent or designee shall give first priority for assignment to a community day school to students expelled for mandatory expulsion offenses pursuant to Education Code 48915(d). Second priority shall be given to students expelled for other reasons, and third priority shall be given to students referred pursuant to item #2 or #3 above. These priorities are applicable unless there is an agreement that the County Superintendent of Schools will serve any of these students. (Education Code 48662)

When the student to be involuntarily transferred to a community day school is a student with disabilities, as defined under the federal Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973, assignment to a community day school shall be determined by the student's individualized education program (IEP) or 504 team, as applicable. (20 USC 1415; 34 CFR 104.35)

(cf. 5144.2 - Suspension and Expulsion (Students with Disabilities))

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

Students who have been involuntarily transferred to a community day school based on an expulsion order, probation referral, SARB referral, or other district-level referral process shall be notified in accordance with the applicable laws and/or district policy. Such process shall include timely written notification of the transfer to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

Instruction

Academic programs offered in the community day school shall be comparable to those available to students of a similar age in the district. (Education Code 48663)

The minimum school day for a district community day school shall be 360 minutes of classroom instruction provided by a certificated employee. Independent study shall not be used as a means of providing any part of this minimum day. (Education Code 48663)

(cf. 6112 - School Day)

(cf. 6158 - Independent Study)

Board Adopted: 05/11/17 (final adoption)
04/05/17 (first reading)



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approval of QISP (Qualified Industrial Storm Water Practitioner)
Services Agreement for Industrial Storm Water Permit compliance.

DESCRIPTION: The district is required to comply with storm water regulations as enforced by the California Water Board.

The storm water readings collected during 2016 were outside of the permitted regulations. In order to file the appropriate reports and get back in compliance by the due date of April 29, 2017, the district must immediately hire a QISP (Qualified Industrial Storm Water Practitioner).

FUNDING: N/A

QISP Services Agreement

Industrial Stormwater Permit compliance
1123 Sierra Avenue
Oroville, CA

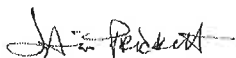
March 23, 2017

The following items will need to be reviewed, updated and/or created to get TUDTD back in compliance with the industrial permit and hopefully back down to a baseline level reporting.

- 2 /hr – Site visit w/ a review of your onsite current SWPPP and supporting documents such as past sample reports, monthly observations and BMP review. I'll also want to take a look at the current condition of your site drainage area and propose a possible solution to get TUDTD back to baseline level.
- 2-3 /hr – Create ERA Level 1 Report
- 5-6 /hr - Update SWPPP & propose updated BMP's (Best Management Practices)
- 2-3/hr - Responsible person training/overview of basic principles of CA Industrial Stormwater Permit and TUDTD site SWPPP and uploading AdHoc sample results.
- QISP services not to exceed \$2,200.00

The above items are estimated time frames at a rate of \$150/Hr. Completing the items above will bring the site back in compliance with the Industrial General Permit Order.

We go forward with the understanding this is not a guarantee that the site will go back to a baseline level status, however the site can be in compliance by continuing to meet the guidelines in the Industrial General Permit. The site status will depend on several factors; first the results of the stormwater samples taken from 4 Qualified Storm Events (QSE) between now and July 1, 2017. If the samples average are within the acceptable sampling limits the site should be able to return to baseline status. Second, there is the possibility that a Level 2 ERA Technical Report will have to be completed for the current reporting year by January 1, 2018 if the sample results are an NAL exceedence. These guidelines are specifically lined out in the Industrial General Permit Order under section XII. Exceedence Response Actions (ERAs).



Jaime Prickett, QISP #00594



Thermalito Union School District
Transportation Department



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approval of the 2017-18 Purchase Agreement with ITSavvy for E-Rate eligible products.

DESCRIPTION: The district participates in the Education Rate funding (E-Rate) program that provides federal funds/discounts for specific technology purchases and services. As a part of the E-Rate application process the district has to submit quotes and purchase agreements with E-Rate eligible vendors. The district has historically used ITSavvy for many of its technology product needs.

FUNDING: N/A

ITSavvy
Purchase Agreement for E-Rate Clients 2017-2018
Contract # ((enter quote number)) 2953110
Spin #143034186 \$6,643.04

This Purchase Agreement For E-rate Clients (this "Agreement") dated as of the date executed by ITSavvy. (the "Effective Date") is by and between ITSavvy. ("Seller"), an Illinois corporation with an office at 313 S. Rohlwing Rd., Addison, IL, 60101, and Thermalito Union School District, a non-profit school or library eligible for Universal Service funding, with offices at 400 Grand Ave., Oroville, CA 95965.

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide 20-90 percent discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – servers, hubs, switches, firewalls, operating software, installation, and maintenance eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Client" or "Client" – non-profit school or library eligible for Universal Service funding applying for an E-Rate discount on E-Rate Eligible products.

"Program" The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the Federal Communications Commission to administer the Universal Service Program for schools and libraries.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions of ITSavvy unless explicitly superseded herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Client represents and warrants that it qualifies to be eligible to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. The contract is contingent upon evidence of award of E-Rate funding.

B. E-Rate Purchases

Client represents and warrants that all purchases under this Agreement will be for its own use and are eligible for E-rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CLIENT WILL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. This form must be approved by SLD prior to the order placement. The Form 486 informs SLD when the Billed Entity and/or the eligible entities that it represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive invoice.



3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

ITsavvy.
Attn: E-Rate Sales K-12
313 S. Rohlwing Rd.
Addison, IL 60101

Phone: 877-222-8857
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders must include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) ship to location; 8) bill to location; and 9) FRN # for each part number. SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Client may call 877-222-8857 to get assistance on any purchase order. Any terms or conditions stated in or on the Client's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CLIENT ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CLIENT A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Client. Any taxes will be listed separately on the invoice.

B. Payment Terms

Seller will invoice Client for their portion of the Products upon shipment of Product and Client shall pay the invoiced amount within thirty (30) days from the date of invoice. All payments shall be submitted to the address presented below:

ITsavvy
Attn: Accounts Receivable
PO Box 3296
Glen Ellyn, IL 60138-3296

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Client's financial condition, previous payment record, or the nature of Client's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Client fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Client is in violation of applicable regulations.

Where SLD approves funding Client can purchase via Form 472 or Form 474 methods, both are accepted by Seller.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CLIENT IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE SLD DISALLOWS CLIENT'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS.

5. NON-ASSIGNABILITY AGREEMENT

Client shall not assign or otherwise transfer its rights or delegate its

obligations under this Agreement without Seller's prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM OF AGREEMENT

The term of this Agreement shall be a period of one-year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Client. In addition, the Client may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Client under this program ("Termination Notice"). If the Client terminates this Agreement due to nonappropriation of funds, then

Seller may immediately cease performance. However, the Client shall still be liable for any Products that Seller has shipped and support for which Client has subscribed and/or purchased prior to Seller's receipt of the Termination Notice. Client will also pay Seller for any out-of-pocket costs resulting from any such termination.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

ITsavvy
Attn: E-Rate Sales K-12
313 S. Rohlwing Rd.
Addison, IL 60101

If to Client:

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Client, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Cook County, Illinois, and Client consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Client further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for funding year 2017 which begins July 1, 2017 and extends until September 30, 2018.

ITsavvy

By: Brian Gorr
(Authorized signature)

Brian Gorr
Printed Name

Title: Senior Client Executive

Date: 3/23/2017

CLIENT

By: Connie Cavanaugh
(Authorized Signature)

Connie Cavanaugh
Printed Name

Title: Asst. Superintendent

Date: 4.13.17



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approve Proposal and Contract with D&S Asphalt Sealing Co., LLC to reseal portion of playground at Sierra Avenue Elementary School.

DESCRIPTION: Sierra Avenue Elementary School has a need for some leveling and resealing of asphalt on the Northside playground. Multiple contractors were contacted, but only one had the time to bid and complete the work.

The work will be completed between the end of the school year and start of summer school.

FUNDING: \$3,990 – Site S/C

Proposal & Contract



dandsasphalt.com

Lic. # 426177

To: **SIERRA AVENUE ELEMENTARY SCHOOL**
1050 SIERRA AVENUE
OROVILLE, CA 95965

Job : SAME
NORTH SIDE SEAL

Date: **4-12-17**
p/c# 41217-165

Dear Sir:

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herein:

- 1) Grind down tree roots then patch with asphalt.**
- 2) Clean and blow off playground.**
- 3) Crack fill cracks with a crafcro super flex hot crack filler.**
- 4) Apply one coat of overcoat asphalt sealer to approximately 14,784 square feet.**
- 5) Stripe as existing with a traffic paint.**

End of Proposed Work

All of the above work to be completed in a substantial and workmanlike manner according to the standard practices on or before **T.B.A.** Save and accept for any delays caused by strikes, acts of God, or other unforeseen happenstances over which the contractor has no control for the sum of \$ three thousand nine hundred ninety dollars **and no/100----- (\$3,990.00)**

Said **\$3,990.00** shall be payable as follows: **In full upon completion**

Any alteration or deviation from the above specifications involving extra costs of materials or labor will only be performed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All such charges must be in writing.

This proposal shall be in binding upon the contractor for a period not to exceed **30** days, unless earlier revoked by written notice of revocation prior to acceptance at which time this proposal shall terminate. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted by: ERIC EVEATT

D&S ASPHALT SEALING
ACCEPTANCE

The above proposal is hereby accepted according to terms thereof and the owner agrees to pay the amounts mentioned in said proposal and in according to the terms on the reverse side of this form.

Date: _____

SIERRA AVENUE ELEMENTARY SCHOOL

2615 Foothill Blvd Oroville, CA 95966 Phone (530) 533-5396 Fax (530) 532-9441



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approve Proposal and Contract with Voltage Specialists for installation of upgraded intercom system at Plumas Avenue Elementary School.

DESCRIPTION: Plumas Avenue Elementary School is the only school site that has not been upgraded to the district standard intercom system. LCAP Goal 3.0 includes an action item for updating communication systems. The completion of this project will have all sites at the same standard. Voltage Specialists has completed the work on all other school sites.

The work will begin after the last day of school and will be completed by June 30, 2017.

FUNDING: \$8,895 – District S/C

Voltage

Phone: (530) 362-2609 fax: (530) 872-3586

Specialists

State of Calif. Fire / Life Safety #:113568

Calif C-10 & C-16 #: 880862

Nicet #: 87630

Life Scan certified personnel

Date: 4-28-17

REFERENCE: Plumas ave. School

SUBJECT: Intercom system upgrade to Valcom Class-connection (District Standard)

Price: \$8,895.00

Scope of Work:

1. Replace CPU and power supplies.
2. Connect existing station cards
3. Add new style station cards
4. Connect the new intercom upgrade to existing network for:
 - a) Network time keeping (currently clocks and tones drift 5 minutes per month)
 - b) Install software on admin staff work station for class change schedule programming.
 - c) Customer training.

Exclusions:

1. **Customer to provide LAN connections to existing school network.**
2. **Customer to provide IP address and port 13 unlocked for access to Internet Time server.**
3. **Administrative log on for software installation on any work stations requiring programming software.**
4. **Paging output port and FXO (CO trunk port) required from phone system for phone paging.**

This proposal/quotation shall remain in effect for the next (60) days

Should this meet with your acceptance, kindly sign & return this document to my attention.

Please feel free to contact me regarding any of your Low Voltage System needs.

I thank you for your time and consideration.

Bill Burch

In signing this document I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

ACCEPTED BY: _____ **Date:** _____

Name & Title: _____

Billing Address: _____

City, State & Zip: _____

P.O.: _____



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approve installation of fencing at Community Day School campus (Heritage and Pioneer).

DESCRIPTION: Installation of additional fencing is an identified action under LCAP Goal 3.0. The district solicited multiple quotes to have fencing installed on the Community Day School campus. The fencing on the front of the campus will be wrought iron and the side and rear of campus will be coated chain link.

The recommendation is to contract with RPA Welding for the fabrication and installation of new fencing on the Community Day School campus. Quotes and maps are attached to this request.

FUNDING: LCFF S/C \$31,319.68

RPA Welding

2775 Feather River Blvd. #2
CA 95965

Estimate

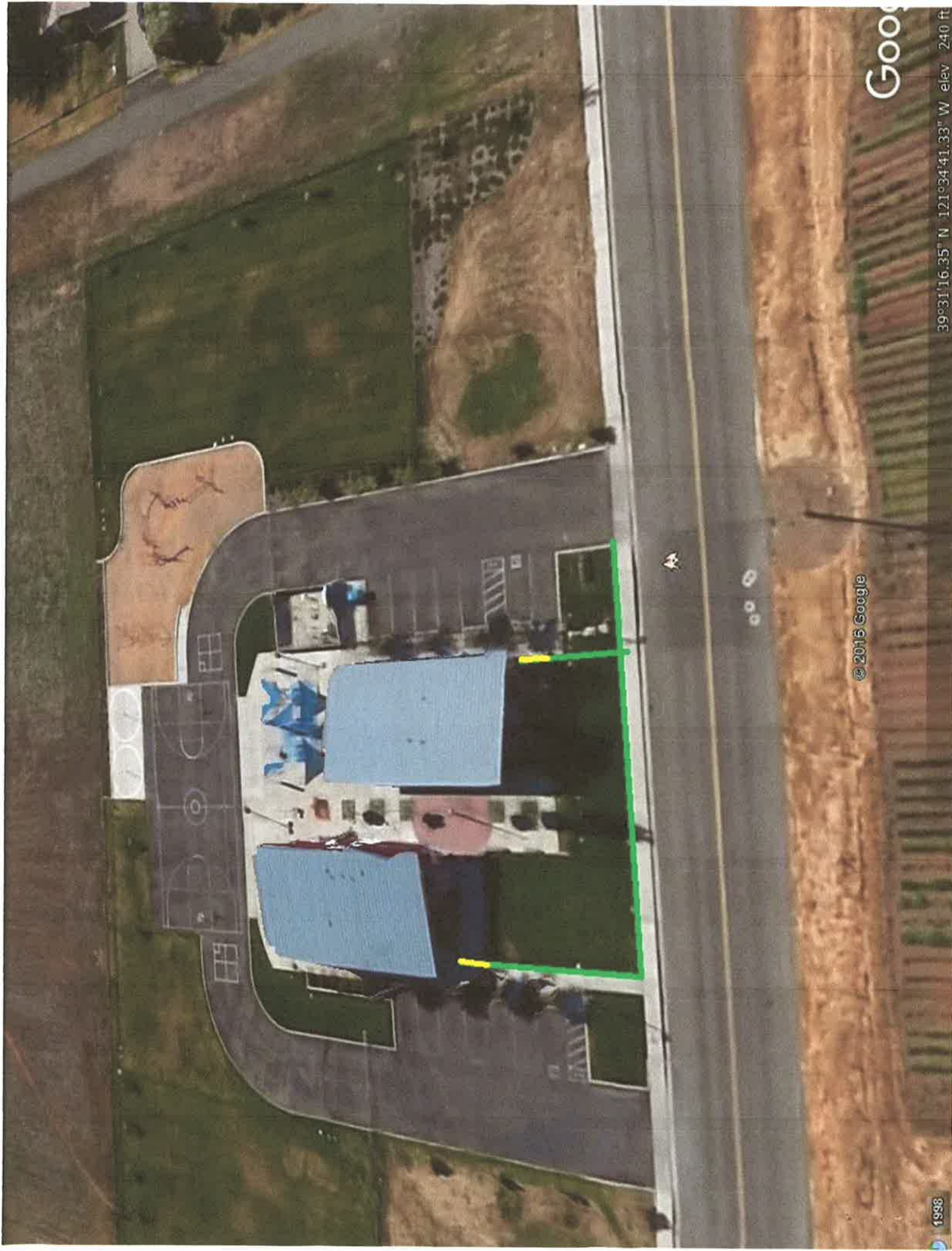
Date	Estimate #
3/31/2017	279

Name / Address
Thermalito Union School District 400 Grand AVE Oroville, a 95965

CDS

Project

Description	Qty	Rate	Total
-Fabricate 226 linear foot of 6' tall wrought iron fence with 2, 4' wide gates	226	45.66	10,319.16T
-Install fence on sight			
-Install panic bar and school specific locking levers			
-Anchor fence to concrete and in post holes where needed			
Material includes: fence panels,tube steel,hinges,panic bar,school specific locking levers,anchor bolts, post hole cement	226	36.72	8,298.72T
powder coating	226	5.00	1,130.00
option #1			
sales tax			
Sales Tax		7.25%	1,349.80
Please sign here if you agree to the above terms and conditions to start this job.		Total	\$21,097.68



Google

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RPA Welding

2775 Feather River Blvd. #2
CA 95965

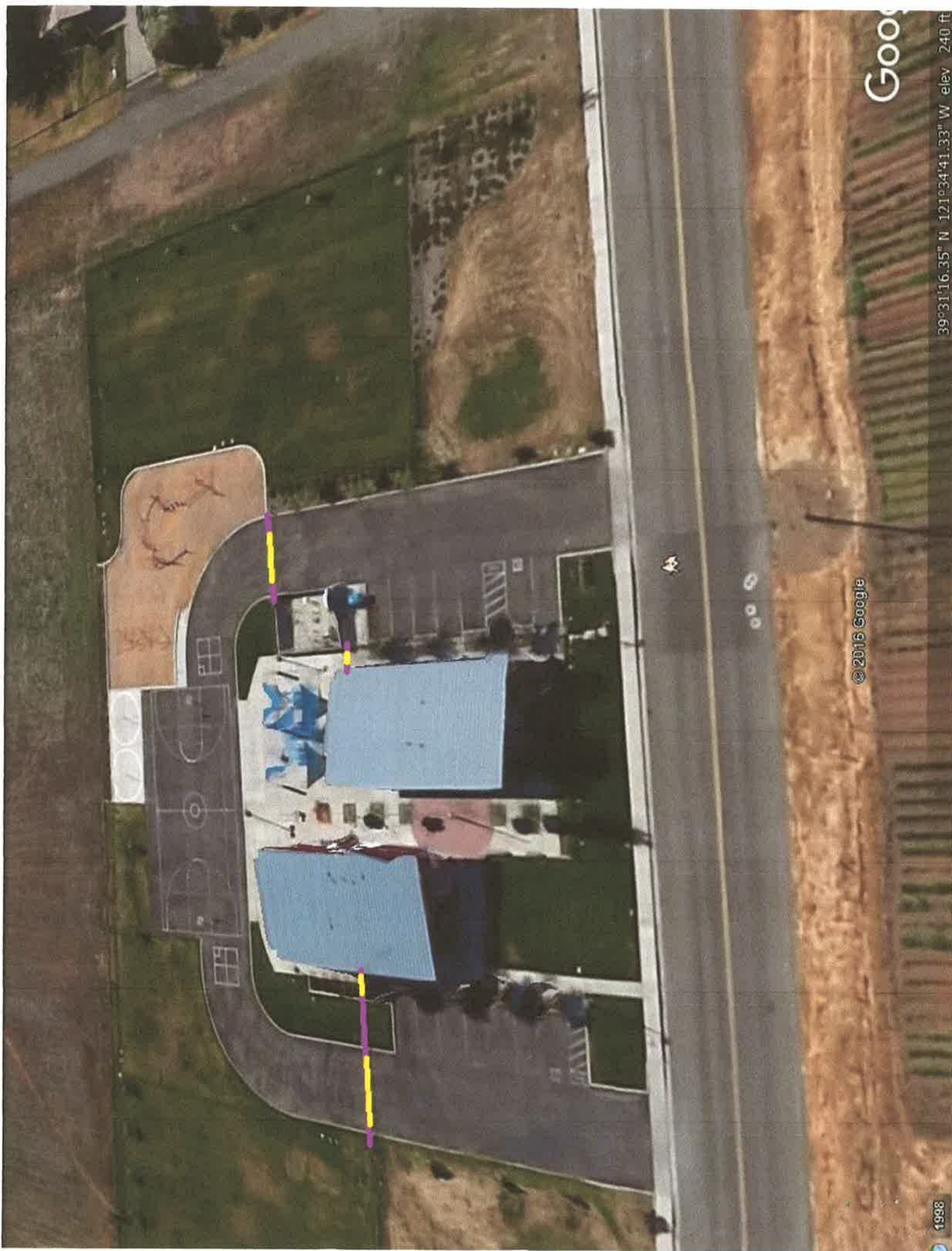
Estimate

Date	Estimate #
3/28/2017	276

Name / Address
Thermalito Union School District 400 Grand AVE Oroville, a 95965

CDS

			Project
Description	Qty	Rate	Total
Provide 101 foot of coated chain link fence and gates, two 27.5 foot double gates, and one 4' foot gate with panic hardware for CDS school	101	64.66337	6,531.00T
Panic hardware		3,000.00	3,000.00T
Sales Tax		7.25%	691.00
Please sign here if you agree to the above terms and conditions to start this job.			Total \$10,222.00



Google

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1998

39°31'16.35" N 121°34'41.33" W elev 240 ft



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approve installation of fencing at Plumas Avenue School.

DESCRIPTION: Installation of additional fencing is an identified action under LCAP Goal 3.0. The district solicited multiple quotes to have fencing installed on the Plumas Avenue campus. The fencing will be wrought iron with six foot gates to match the width of the walkways.

The recommendation is to contract with RPA Welding for the fabrication and installation of new fencing on the Plumas Avenue campus. Quote and maps are attached to this request.

FUNDING: LCFF S/C \$26,897

RPA Welding

2775 Feather River Blvd. #2
CA 95965

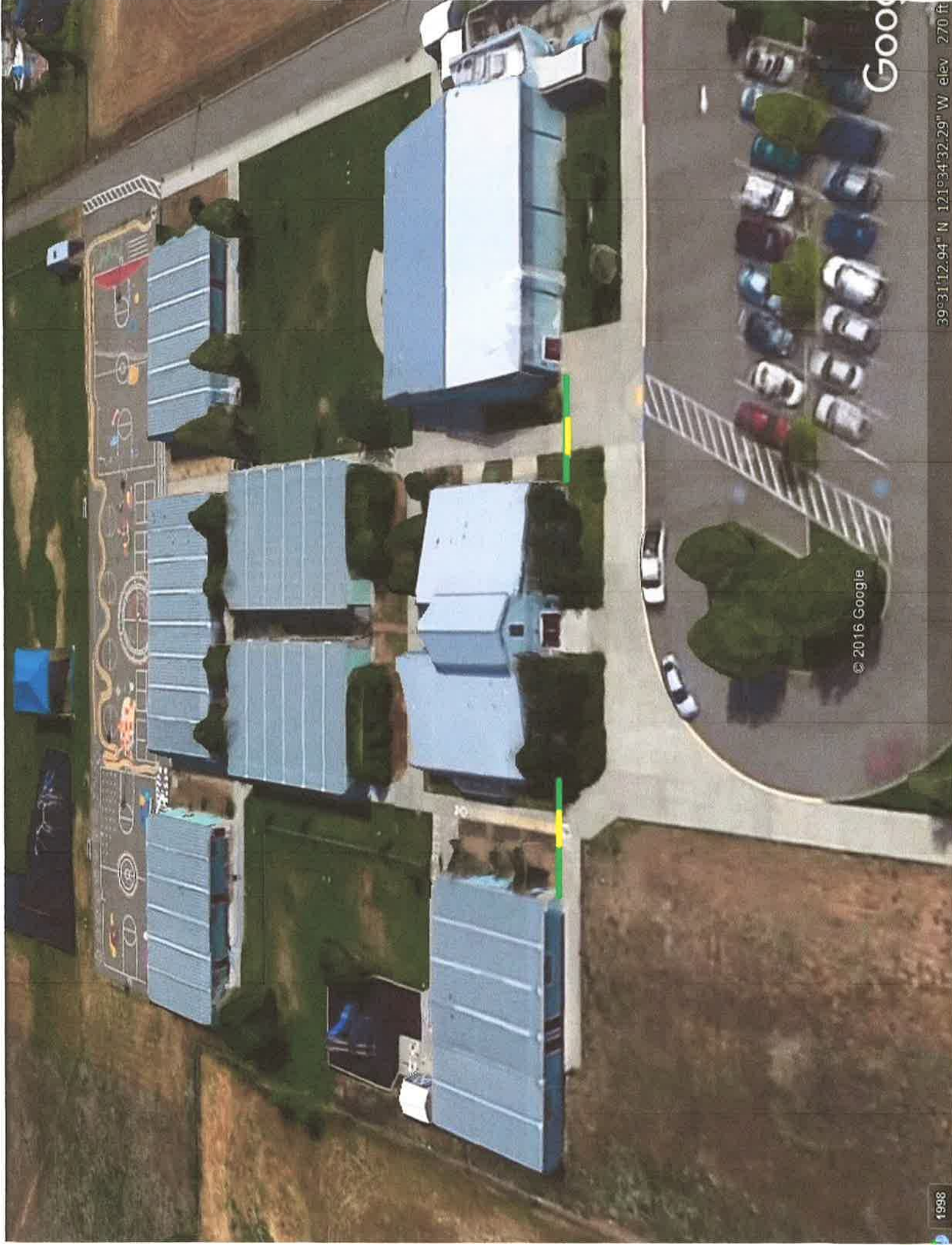
Estimate

Date	Estimate #
3/7/2017	270

Name / Address
Thermalito Union School District 400 Grand AVE Oroville, a 95965

Plumas Avenue

			Project
Description	Qty	Rate	Total
-Fabricate 6' tall fence 198', 30' and 32' long all with a four 6' wide gates -Install fence on sight -Install panic bar and school specific locking levers -Anchor fence to concrete and in post holes where needed	260	46.66	12,131.60T
Material includes: Tube steel, fence panels, hinges, panic bar, school specific locking levers, anchor bolts, post hole cement...	260	45.13462	11,735.00T
Powder coating	260	5.00	1,300.00
ALL WROUGHT IRON OPTION FOR PLUMAS SCHOOL			
Sales Tax		7.25%	1,730.33
Please sign here if you agree to the above terms and conditions to start this job.			Total \$26,896.93



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Google



Additional gate

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Google



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approve Summer Food Program Agreements with Butte County Office of Education.

DESCRIPTION: Butte County Office of Education (BCOE) operates the summer feeding program. The community (including our students) are able to participate in the free meal program.

BCOE uses our kitchens, but provides all of the food for the program. The district will employ the staff on behalf of BCOE. These agreements allow us to bill back 100% of the cost of the staff employed on their behalf.

FUNDING: N/A BCOE Reimbursement

Butte County Office of Education
CalKidz, Summer Food Sponsor
1859 Bird Street, Oroville, CA 95965
Telephone: (530)532-5633

6/26-7/28/17
Closed 7/4/17
24 days

SUMMER FOOD SERVICE PROGRAM AGREEMENT

Food Services - DISTRICT will provide BCOE specific goods/services NOT TO EXCEED the estimated cost(s) shown.
PLEASE NOTE - Invoices for food services may be submitted on a MONTHLY basis; FINAL invoice no later than 9/09/17. IMPORTANT: See Terms and Conditions for SFSP guidelines/requirements on back.

2200 CLASSIFIED STAFF: Custodian 1 hr/day X \$17.91/hr X 24 days = \$429.84

2200 COOKS: Kelly Gramps 5-6 hrs/day X \$20.96/hr X 26 days = \$3269.76
Rhonda Morris 2-3 hrs/day X \$18.48/hr X 24 days = \$1330.56

3000 BENEFITS: not to exceed 25.7231% = \$1293.91

4300 OTHER SUPPLIES/NON-FOOD ITEMS: Paid directly by BCOE

4700 FOOD: Paid directly by BCOE

5200 TRAVEL: N/A

5900 TELEPHONE(S): N/A

5702 DUPLICATION/COPYING: \$10.00

5900 POSTAGE: N/A

5800 OTHER SERVICES: N/A

TOTAL ESTIMATED COSTS: \$6,334.07

NOT TO EXCEED: \$6,334.07

Tad Alexander, Assistant Superintendent
Butte County Office of Education

Authorized Agent for District

Date: _____

Date: _____

TERMS AND CONDITIONS

BILLINGS AND PAYMENTS: District **claims for reimbursement must be supported by copies of actual bills, requisitions, work orders, payroll records or auditable working papers. Claims must be presented to Rita Kesler by September 9th**, following the end of this agreement. BCOE will notify DISTRICT in writing if DISTRICT's claim is not received on time.

BILLING ADDRESS: CalKidz Summer Food Sponsor
Attn: Travis Sanchez
1859 Bird Street
Oroville CA, 95965

TELEPHONE: (530) 532-5633

SUMMER FOOD SERVICE PROGRAM (SFSP): SFSP Regulations require that program facilities meet sanitation and health standards for adequate kitchen equipment, including refrigeration, cooking and storage. **California State Law also requires that one person at the site must be certified in safe food handling at all times and has received a certificate by successfully passing the course and test provided by the state or local health department.** SFSP regulations require that no food service site may operate until personnel at the site have attended at least one of the sponsor's training sessions. Sponsors must document the attendance at site training sessions and schedule additional sessions for those personnel who are absent. Regulations also require that at least one person who has been trained by the sponsor be present at each of the sponsor's sites during the time of the meal service. This means that if a site supervisor who has attended the sponsor's training session resigns during the summer, the sponsor is responsible for ensuring that the new site supervisor receives all necessary training before taking charge of the SFSP. SFSP banner and meal times/schedule must be posted on front of the school so it is visible to the community/public.

/tw
SEP-2.3.1
UPDATED 3-08-14

Butte County Office of Education
CalKidz, Summer Food Sponsor
1859 Bird Street, Oroville, CA 95965
Telephone: (530)532-5633

6/12-8/4/17

Closed 7/3-7/4/17

Days 38

SUMMER FOOD SERVICE PROGRAM AGREEMENT

Food Services - DISTRICT will provide BCOE specific goods/services NOT TO EXCEED the estimated cost(s) shown.
PLEASE NOTE - Invoices for food services may be submitted on a MONTHLY basis; FINAL invoice no later than 9/09/17. IMPORTANT: See Terms and Conditions for SFSP guidelines/requirements on back.

2200 CLASSIFIED STAFF: Custodian 1 hr./day X \$22.77/hr. X 38 days = \$865.26

2200 COOKS:

3000 BENEFITS: not to exceed 25.7231% = \$222.57

4300 OTHER SUPPLIES/NON-FOOD ITEMS: Paid directly by BCOE

4700 FOOD: Paid directly by BCOE

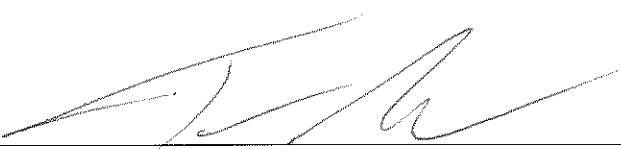
5200 TRAVEL: N/A

5900 TELEPHONE(S): N/A

5702 DUPLICATION/COPYING: N/A

5900 POSTAGE: N/A

5800 OTHER SERVICES: N/A

TOTAL ESTIMATED COSTS: \$1,087.83**NOT TO EXCEED: \$1,087.83**
Travis Sanchez, Nutrition Administrator
BCOE/CalKidz Summer Food Sponsor_____
Authorized Agent for DistrictDate: 4-3-2017

Date: _____

TERMS AND CONDITIONS

BILLINGS AND PAYMENTS: District claims for reimbursement must be supported by copies of actual bills, requisitions, work orders, payroll records or auditable working papers. Claims must be presented to Travis Sanchez by September 9th, following the end of this agreement. BCOE will notify DISTRICT in writing if DISTRICT's claim is not received on time.

BILLING ADDRESS: CalKidz Summer Food Sponsor
Attn: Travis Sanchez
1859 Bird Street
Oroville CA, 95965

TELEPHONE: (530) 532-5633

SUMMER FOOD SERVICE PROGRAM (SFSP): SFSP Regulations require that program facilities meet sanitation and health standards for adequate kitchen equipment, including refrigeration, cooking and storage. **California State Law also requires that one person at the site must be certified in safe food handling at all times and has received a certificate by successfully passing the course and test provided by the state or local health department.** SFSP regulations require that no food service site may operate until personnel at the site have attended at least one of the sponsor's training sessions. Sponsors must document the attendance at site training sessions and schedule additional sessions for those personnel who are absent. Regulations also require that at least one person who has been trained by the sponsor be present at each of the sponsor's sites during the time of the meal service. This means that if a site supervisor who has attended the sponsor's training session resigns during the summer, the sponsor is responsible for ensuring that the new site supervisor receives all necessary training before taking charge of the SFSP. SFSP banner and meal times/schedule must be posted on front of the school so it is visible to the community/public.

/tw
SEP-2.3.1
UPDATED 3-08-14



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake, Superintendent

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Approval of contract with Indoor Environmental Solutions (IES) to provide Proposition 39 Facility Solutions.

Description: Contract with IES to furnish energy efficiency upgrades for TUESD including all engineering, design, procurement, construction management, installation, and construction. The scope of work includes removal and replacement of nearly all lighting in the district as well as replacement of our current inefficient thermostats to 365-day programmable, Wi-Fi thermostats. This agreement uses only Prop 39 funding and will result in an estimated \$30,703 in annual savings.

Funding: Prop 39 funding \$578,437

PROPOSITION 39
FACILITY SOLUTIONS AGREEMENT

by and between

THERMALITO UNION ELEMENTARY SCHOOL DISTRICT
400 Grand Avenue,
Oroville, CA 95965-4007

and

Famand, Inc
(dba Indoor Environmental Services)

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Exhibit F	Certificate of Substantial / Final Completion and Acceptance

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT ("Agreement"), dated as of _____, 2016 ("Effective Date"), is by and between THERMALITO UNION ELEMENTARY SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California ("District") and Famand, Inc. (dba Indoor Environmental Services), a California corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, District desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies ("System");

WHEREAS, Proposition 39 (California Clean Jobs Act) and Senate Bill 73 authorizes District to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon review and approval by the California Department of Education and California Energy Commission;

WHEREAS, District has assigned specific areas on school properties (each one, a "Site") on which the solar and/or energy conservation measures (each one, a "System") will be constructed;

WHEREAS, District desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement and this Agreement is contingent on the CEC Proposition 39 submission approval;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the District, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

- 2.1. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-1)
- 2.2. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-2)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to District energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Operations and maintenance are not a part of this Agreement. District shall enter into a separate contract for operations and maintenance to be executed concurrently with this Agreement.
- (c) Project will be executed by individual Work Orders, detailed in Exhibit C (“Work”).
- (d) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments set forth in this Agreement, Contractor agrees to perform the Work for a total fixed price of **\$578,437** ("Contract Price"), including the following amounts detailed in Exhibit C ("Work Order Prices"):
 - (i) Work Order 1 with a total fixed price of **\$347,062**
 - (ii) Work Order 2 with a total fixed price of **\$231,375**
 - (iii) Payment of the Contract Price shall be made in compliance with the process described in Exhibit C.
- (b) Work Order Prices in Exhibit C assume all Work Orders are executed.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.
- (d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Davis-Bacon Act. Because the Work under this Agreement is financed partially with federal funds (Qualified Zone Academy Bonds), to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.
- (c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (d) Payment Withholding. Pursuant to 8 CCR 16463(e), the District may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor

whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

- (e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- (f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Insurance.

- (a) Contractor and District, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) District and any lenders to the District and Contractor shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add District or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.6. Performance of the Work.

- (a) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant

to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.7. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold District, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.
- (b) District hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
 - (i) any release of a Hazardous Material brought on to the Site by District, District Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by District or District Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by District or District Representative.

3.8. Suspension of the Work.

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If District issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the

services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

- (b) District may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and District shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to District, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.9. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that District shall pay and have exclusive liability with respect to any taxes payable with respect to District's income. Contractor shall hold harmless, indemnify and defend District, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and District shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.10. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from District.

3.11. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.
- (b) District specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.12. Environmental Attributes, Incentives, and Energy Credits.

- (a) Contractor acknowledges that District shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.
- (b) District acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:
 - (i) All Environmental Incentives arising from the Environmental Attributes associated with the System;
 - (ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;
 - (iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");
 - (iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);
 - (v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.
- (c) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. District shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.
- (d) Independent Contractor. Contractor is acting hereunder as an independent contractor and not as an agent or employee of the District. The Contractor shall not represent or otherwise hold out

itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the District.

3.13. Subcontractors.

Contractor shall at all times be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or its Subcontractors. District shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The District shall have no responsibility for settling Subcontractor claims or disputes.

3.14. Performance & Payment Bonds.

See individual Work Orders in Exhibit C for bonding requirements.

3.15. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.17(b) and 3.17(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) District shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, District shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or District for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of District or its agents, employees or representatives.
- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by District or Project Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the District upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

- (a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the District Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the District shall be resolved through a Change Order to this Agreement.

- (c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) District and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with District budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and District.

4.2. Payment.

- (a) Subject to Section 4.2(e), District shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) District shall pay one hundred percent (100%) of each progress payment when such payment is due.
- (c) Payments will be made by District within fifteen (15) calendar days of receipt of the Contractor invoices. Notwithstanding the immediately preceding sentence, District shall pay one hundred percent (100%) of the Funding Date payment set forth in Exhibit C prior to Commencement of Work. Invoices shall include any partial Lien releases and any other supporting documentation that District may reasonably request. District shall notify Contractor of any missing documentation within five (5) Business Days of receipt of invoice.
- (d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to District:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Work Order Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.
- (e) Overdue payment obligations of District hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus two percent (2%).
- (f) District may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect District from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against District for failure of

Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of Funding Date payment and receipt of Site title reports and as-built drawings from the District.
- (b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:
 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Changes in the design, scope, or schedule of the Project required by the District;
 - (iii) Breach of this Agreement by District;
 - (iv) Suspension of the Work pursuant to Section 3.10; or
 - (v) Force Majeure Event.
- (c) The following are conditions precedent to Substantial Completion:
 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;
 - (iii) District and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and
 - (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to District containing sufficient detail to enable District to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) days after receipt of such notice, District shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event District determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Substantial Completion subject to Section 5.1(f).

- (e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle District to complete the pending works on its own. District shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.
- (f) Any dispute between District and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to District;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final Lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by District's Representative and the Contractor's Representative; and
 - (vi) the local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to District a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. District shall, within five (5) Business Days after the receipt by District of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to District another notice as set forth above. This procedure shall be repeated until such time as District has acknowledged Final Completion subject to Section 5.2(c).
- (c) Any dispute between District and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by District, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to District or District's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. District shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor. Contractor represents and warrants to District that:

- (a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.
- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of District. District represents and warrants to Contractor that:

- (a) District is a California public school district, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by District of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to District's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of District or in any impairment of its ability to perform its obligations under this Agreement.

- (d) District will exercise commercially reasonable efforts to procure funding for the Project within 365 days of the Effective Date.
- (e) District has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.
- (f) The individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District and this Agreement is binding upon District in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by District:

- (a) Contractor agrees that District shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:
 - (i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from District to commence or continue performance of the Work;
 - (ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from District, or
 - (iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) Upon the occurrence of any of the foregoing, District may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such parts thereof. District shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.
- (c) Upon exercising commercially reasonable efforts, District shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 365 days of the Effective Date. Upon this occurrence, District shall have no further obligation to Contractor.
- (d) If District elects to terminate this Agreement for any reason other than provided herein, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost and the actual loss of revenue that the Agreement produces for Contractor.
- (e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, District has the right to terminate this Agreement. Upon such termination, District shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably

incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site; plus all engineering and development cost incurred by Contractor prior to the Effective Date.

7.2. Termination by Contractor.

- (a) Without limiting the provisions of Section 8.5, District agrees that upon the occurrence of any of the following, District shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred prior to the Effective Date:
- (b) If District makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (c) If District fails to make any payment to Contractor hereunder when due, which failure remains uncured for twenty (20) days following District's receipt of written notice thereof from Contractor, the District shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against District with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity.

- (a) Contractor shall fully indemnify, save harmless and defend District from and against any and all costs, claims, and expenses incurred by District and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of District) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.
- (b) District shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of District or its agents or employees or others under District's control or (b) a breach by District of its obligations hereunder.
- (c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. District shall indemnify, defend and hold

Contractor and its present and future direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from the challenge to the procedures under which this Agreement was approved by the District. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by District to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

- (d) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability.

- (a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR DISTRICT OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.
- (b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) District's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the Contract Price, minus the aggregate amount of any payments or penalties paid by District under this Agreement, and (ii) Contractor's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the aggregate amount of any payments to Contractor by District minus any penalties paid by Contractor under this Agreement.

8. MISCELLANEOUS

8.1. Representatives.

- (a) District Representative. District designates, and Contractor agrees to accept, Gregory Blake Superintendent, as District Representative for all matters relating to Contractor's performance of the Work. The actions taken by District Representative regarding such performance shall be deemed the acts of District and shall be fully binding for District. District may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated District Representative.
- (b) Contractor Representative. Contractor designates, and District agrees to accept, Stan Butts as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to District, pursuant to Section 8.6 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or District, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and District contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of District when prepared and shall be delivered to District upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to District an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Sacramento County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify District in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by District as an approved Change Order pursuant to Section 3.5.

8.5. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and District shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.
- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and District. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by District and Contractor. If District and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by District, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.
- (d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

8.6. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

District:

Name: THERMALITO UNION ELEMENTARY SCHOOL DISTRICT
Attention: Gregory Blake Superintendent
Address: 400 Grand Avenue
Oroville, CA 95965-4007
Phone: (530) 538-2900
Facsimile: (530) 538-2908
Email: gblake@thermalito.org

With a copy to:

Name:
Attention:
Address:

Contractor:

Name: Indoor Environmental Services
Attention: Stan Butts, Vice President
Address: 1512 Silica Avenue
Sacramento, CA 95815
Phone: (916) 888-8808
Facsimile: (916) 348-3020
E-mail: sbutts@ies-hvac.com

8.7. Nondisclosure.

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information.

Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the District's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act). District shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or District, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications.

Contractor shall coordinate with District with respect to, and provide advance copies to District for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If District delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the District and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment.

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, District shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of District, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver.

Either Party's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

**THERMALITO UNION ELEMENTARY
SCHOOL DISTRICT**

a school district organized and existing under the
laws of the State of California

By: _____

Date: _____

Name: Gregory Blake

Title: Superintendent

Famand, Inc.,

A California corporation, (dba) Indoor
Environmental Services

By: _____

Date: _____

Name: Stan Butts

Title: Vice President

Contractor's License #: 646794

EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” ” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by District and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by District.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by District.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 7.7.

“Dispute” shall have the meaning set forth in Section 7.5(a).

“District” shall have the meaning set forth in the Preamble to this Agreement.

“District Permits” means those permits identified as the responsibility of District in Exhibit C.

“District’s Representative” shall mean the individual designated by District in accordance with Section 7.1(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the

production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, District or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the District;
- (c) the suspension of Work in whole or in part by District;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA

approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by District or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay".

"Facility" shall mean any and all properties of the District upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 4.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- (a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- (b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and

equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

(e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

"Funding Date" shall mean the date that District has received monetary funds necessary to fulfill its obligations under this Agreement.

"Governmental Authority" shall mean any national, autonomic, regional, province, town, city, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Party" shall mean, individually, each of the parties to this Agreement.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

“Representatives” shall mean the Contractor Representative and the District Representative and each may individually be referred to as a "Representative".

“School District” shall have the meaning set forth in preamble.

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the District upon which a System is constructed.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 7.5(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or District.

“Unanticipated Condition” shall have the meaning set forth in Section 2.4.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B
CERTIFICATIONS

- Exhibit B-1 Fingerprinting / Criminal Background Investigation Certification
- Exhibit B-2 Drug-Free Workplace / Tobacco-Free Environment Certification

**FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION
(EXHIBIT B-1)**

The undersigned does hereby certify to the governing board of the _____ as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the _____; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with _____ pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with _____ pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and _____ pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the _____ pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with _____ pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-2)

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The _____ is not a "state agency" as defined in the applicable section(s) of the Government Code, but the _____ is a local agency and public school _____ under California law and requires all contractors on _____ projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the _____ determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and _____ Board Policies, all _____ sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in _____ property. _____ property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on _____ property. I acknowledge that I am aware of the _____'s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT C
WORK ORDERS

Work Order #1
Major Equipment Procurement

Work Order #2
ECM Installations & CEC Reporting

EXHIBIT C

Work Order #1 Major Equipment Procurement

This scope of work is intended to define the requirements which will form the basis for the procurement of Energy Conservation work at District Facilities that are part of the Agreement.

This Work Order includes the following:

- Lighting Equipment Procurement Scope of Work
- Work Order Milestones
- Fixed Price Amount
- Progress Payment Schedule
- Performance and Payment Bonds

HVAC and LIGHTING EQUIPMENT PROCUREMENT SCOPE OF WORK

General

The scope of work for this Work Order includes the procurement and transportation of the major components of the System at each Facility. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

Procurement

Contractor shall procure the Lighting required for the System under this Work Order. The following shall be procured:

Shipping and Transportation

The Contractor shall make all necessary arrangements with each manufacturer or distributor for the proper packaging and shipment of all equipment to the District Facility or Contractor warehouse. All equipment shall be shipped in appropriate packaging and by suitably equipped transportation to avoid damage to the equipment at all points from the manufacturer's or distributor's site to the District Facility or Contractor warehouse. The Contractor shall ensure that suitable equipment is available and used for unloading and handling of the equipment at the project Facility.

Equipment Documentation

Upon placement and confirmation of the purchase order, the Contractor shall request from each manufacturer all applicable documentation regarding shipping, handling, factory testing, storage, installation, and maintenance for all equipment ordered. Upon receipt, this information shall be stored and/or transmitted to the District as appropriate.

WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Funding Date	4/6/17
Major Equipment Ordering	Funding Date + 1 Week

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Funding Date beyond the date shown above.

FIXED PRICE AMOUNT

The fixed price for this Work Order ("Work Order Price") is \$347,062, Three Hundred Forty Seven Thousand, Sixty Two dollars.

PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Funding Date	10%
Major Equipment Ordering	90%

PERFORMANCE AND PAYMENT BONDS

No Performance or Payment Bonds are required for this Work Order.

PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment only after such time as the District receives Year One and Two Proposition 39 funding in entirety. Contractor must submit documentation at the time of invoicing for related progress payments.

PERFORMANCE AND PAYMENT BONDS

Upon the written request of the District prior to commencement of work, Contractor shall provide evidence of the following bonds to District:

a. Performance Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the faithful performance of this Work Order; and

b. Payment Bond. A bond issued by a corporate surety authorized to issue surety insurance in California, and reasonably acceptable to District, in an amount equal to one-hundred percent (100%) of this Work Order Price payable under the Agreement securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of this Work Order.

The Performance and Payment Bonds shall guarantee timely completion of the Work in accordance with this Work Order and shall cover the installation period. The warranty period shall extend one (1) year following Final Completion.

The surety, having provided the Performance and Payment Bonds under this Work Order, shall assume no liability to Contractor, District or any third parties, should Contractor fail, for any reason, to deliver acceptable warranties beyond the one (1) year warranty period following Final Completion.

SCHEDULE 2 – SCOPE OF WORK

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	HVAC Controls Scope of Work
<u>Section 4</u>	Proposed Project Installation Timeline & Coordination

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from July 2014 through June 2015. The Baseline data takes into consideration the quantity of facilities and size; 2014/2015 building operational schedules; 2014/2015 School Calendar and 2014/2015 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, all this data have been obtained from the CUSTOMER.

Since CONTRACTOR does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the CONTRACTOR'S control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc. It should be also noted, that the weather within last two years was unusually mild and, as a result, heating and cooling energy costs were lower than normal.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on CUSTOMER inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be effected by unrelated building modifications.

Additionally, selected energy savings calculations have been performed with the help of the on-line Energy Saving Calculators developed by California Energy Commission (CEC). These on-line calculators are offered by CEC as a part of CA Clean Energy Jobs Act (Proposition 39). CONTRACTOR has no control over engineering methodologies utilized by CEC in on-line Energy Saving Calculators.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the CONTRACTOR may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). The CUSTOMER is to notify CONTRACTOR in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The CUSTOMER shall make available to CONTRACTOR no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of all energy bills, energy usage data, and any and all other such documentation related to changes to energy usage as outlined above.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

$$\text{Annual Saving, \$} = (\text{Existing Watts} - \text{New Watts}) / 1000 \times \text{Hours/Year} \times \text{Utility Rate} \times N$$

Where,

Existing Watts – Wattage rating for the existing (Baseline) light fixture

New Watts – New wattage rating for the existing light fixture

Hours/Year – Annual number of “burn-hours” (run hours for different areas as reported to CEC)

Utility Rate – Actual weighted composite utility rate, \$/kWh

N – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (8) sites have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of all sites with first generation electronic ballasts and T8 fluorescent lamps.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. All fixtures presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and High CRI extended performance T8 fluorescent lamps. In addition to the linear fluorescent fixture retrofits all incandescent lamps will be replaced with compact fluorescent lamps and or new compact fluorescent fixtures.

All discolored or broken lighting diffusers encountered during this project will be replaced as part of this project.

All incandescent or CFL exit signs included in this project will be retrofitted with new L.E.D. exit sign kits as applicable.

All incandescent or CFL exterior lighting included in this project will be replaced with L.E.D. fixtures or lamps as applicable.

All expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any found lighting ballast containing PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the CUSTOMER, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options. The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions. Due to the possibility of dissimilar interpretations of regulations, additional cost-incurring system upgrades may be requested. Upon the CUSTOMER requesting changes based on interpretations, the CONTACTOR will provide a written change order to the CUSTOMER for review and approval.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

District Office, 400 Grand Avenue, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		23
2L F17T8 W/ EB	2L FO17/850 (1) QHE2X32UNV/ISL		10
2 LAMP 26W CFL	20W LED CANOPY		9
MERC. VAPOR, (1) 100W	DBARN-LED-30-NW-UNV		1
NEW LENS	WRAP LENS		3
NEW LENS	2X4 PRISMATIC LENS		3
INCAN, (1) 90WPAR38 (25 DEGREE NARROW FLOOD) FLOOD	1L LED16PAR38/DIM/827/FL40		4

Heritage Community Day School, 2060 6th Street, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		8
3L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		8
2L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		7
2 LAMP 26W CFL	DECO D410-LED 15W WALL PACK		11
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		5
NEW LENS	WRAP LENS		3
NEW LENS	2X4 PRISMATIC LENS		3
1L CF13 6" RECESSED CAN	LED/RT6/1500/HO/840		8

Maintenance Department, 1123 Sierra Avenue, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/32W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		1
4L F32T8/32W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISH W/PF RTK-2X4-PRS		1
2L F32T8/32W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISL		21
2L F96T8 W/ EB	2L F025/850XP/XL/SS QHE2X32UNV/ISL KIT		18
70W HID WALL PACK	D410-LED-15W		1
57W CFL BARN LIGHT	DBARN-LED-30-NW-UNV		1

MERC. VAPOR, (1) 250W	DBARN-LED-50-NW-UNV		1
NEW LENS	WRAP LENS		3
NEW LENS	2X4 PRISMATIC LENS		3
60W INC.	1L LED8A19/DIM		5
INCAN, (1) 75WPAR38 RECESSED CAN	1L LED16PAR38/DIM/827/FL40		6

Nelson Avenue Middle School, 2255 Sixth Street, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		12
4L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISH W/PF RTK-2X4-PRS		88
3L F32T8/30W W/ EB	3L F025/850XP/XL/SS (1) QHE3X32UNV/ISL		5
3L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS		46
2L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISL		398
1L F32T8/30W W/ EB	1L F025/850XP/XL/SS (1) QHE1X32UNV/ISL		12
2L FB32T8 U-LAMP W/ EB	3L FO17/850 (1) QHE2X32UNV/ISN W/PF RTK-2X2-PRS		20
4L F17T8 W/ EB	4L FO17/850 (1) QHE4X32UNV/ISL		30
2L F17T8 W/ EB	2L FO17/850 (1) QHE2X32UNV/ISL		6
54W T5 HO	NEW 148W LED HIGHBAY		20
2L 26W CFL	20W LED CANOPY		2
TWIN26W CF PORCH LIGHT	DECO D444-LED 20W WALL PACK		6
TWIN26W CF PORCH LIGHT	D410-LED-15W		38
MERC. VAPOR, (1) 100W	DBARN-LED-30-NW-UNV		5
EXIT CF, (2) 7W LAMP	NEW LED EXIT WITH BBU		2
NEW LENS	WRAP LENS		20
NEW LENS	2X4 PRISMATIC LENS		20
60W INC. & 20W CFL	1L LED8A19/DIM		24
23W CF	1L LED16PAR38/DIM/827/FL40		29
CF13 PLUG-IN	11W LED PLUG-IN		11
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		8

Pioneer Community Day School, 2080 Sixth Street, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		15
2L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISL		5
2 LAMP 26W CFL	D410-LED-15W		11
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		3

NEW LENS	WRAP LENS		3
NEW LENS	2X4 PRISMATIC LENS		3
INCAN, (1) 75WPAR38 RECESSED CAN	1L LED16PAR38/DIM/827/FL40		4
1L CF26 6" RECESSED CAN	LED/RT6/1500/HO/840		5

Plumas Avenue Elementary School, 440 Plumas Avenue, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
3L F32T8/30W W/ EB	3L F025/850XP/XL/SS (1) QHE3X32UNV/ISL		12
3L F32T8/30W W/ EB	2L F02/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS		23
2L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISL		230
2L F17T8 W/ EB	2L FO17/850 (1) QHE2X32UNV/ISL		2
54W T5 HO	NEW 99W LED HIGHBAY		16
2 LAMP 26W CFL	D410-LED-15W		24
250W HID SHOE BOX	D816 LED 60W 16" AREA LIGHT		12
NEW LENS	WRAP LENS		12
NEW LENS	2X4 PRISMATIC LENS		12
75W INC.	1L LED8A19/DIM		2
INCAN, (1) 75WPAR38 RECESSED CAN	1L LED16PAR38/DIM/827/FL40		2

Poplar Avenue Elementary School, 2075 Poplar Avenue, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
4L F32T8/30W W/ EB	4L F025/850XP/XL/SS (1) QHE4X32UNV/ISL		24
2L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISL		452
2L F17T8 W/ EB	2L FO17/850 (1) QHE2X32UNV/ISL		2
TWIN26W CF PORCH LIGHT	DECO D444-LED 20W WALL PACK		1
42W CFL WALLPACK	D410-LED-15W		35
42W CFL FLOOD	DECO 211-30W LED FLOOD		2
NEW LENS	WRAP LENS		15
NEW LENS	2X4 PRISMATIC LENS		15
75W INC. & 13W CFL	1L LED8A19/DIM		54

Sierra Avenue Elementary School, 1050 Sierra Avenue, Oroville, CA

ITEMIZED SCOPE OF WORK			
Existing	Proposed		QTY
3L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS		5
2L F32T8/30W W/ EB	2L F025/850XP/XL/SS (1) QHE2X32UNV/ISN W/PF RTK-2X4-PRS		311
CF 26W DRUM	14W LED DRUM		29
54W T5 HO	NEW 148W LED HIGHBAY		10
2 LAMP 26W CFL	20W LED CANOPY		18
TWIN32W CF PORCH LIGHT	DECO D444-LED 30W WALL PACK		1
42W CFL WALLPACK	D410-LED-15W		31
42W CFL FLOOD	DECO 211-30W LED FLOOD		1
68W CFL BARN	DBARN-LED-30-NW-UNV		3
MERC. VAPOR, (1) 150W	DBARN-LED-50-NW-UNV		1
NEW LENS	WRAP LENS		15
NEW LENS	2X4 PRISMATIC LENS		15
60W INC. & 13W CFL	1L LED8A19/DIM		1
32W CF	LED17A19/DIM/0/827		19

2.1 Lighting System Terms and Definitions

- 2L FO28T8/850/XP/SS/ECO
 - 2 Lamp, Fluorescent Octron, lamp wattage, 8/8" diameter Lamp, 85 CRI (Color Rendering Index), 5000 Kelvin (Color), Extended Performance, Super Saver (4th generation), Ecologic
- QHE2X32T8UNIVISL
 - Quicktronic High Efficiency electronic ballast, number of lamps by lamp wattage, 8/8" diameter Lamp, Universal(120 - 277 watt), Instant Start Low output.
- 4L FP54T5Wrap
 - 4 Lamp, Fluorescent Pentron, lamp wattage, 5/8" diameter Lamp, Wrap lense
- RTK Reflector model
- PRS Prismatic Lense
- PF Precision Fluorescent (Brand Name)
- INC Standard Incandescent style lamp
- LED A Exit sign retrofit using Light Emitting Diode technology
- EB Electronic Ballast
- ESB Energy Saving Ballast

The CUSTOMER will have the capability to adjust the temperature set points within pre-determined range. HVAC units will be programmed to run for a pre-determined period of time (see below) within the published Annual School Calendar to address Holidays and non-instructional days. The CUSTOMER will have the capability to adjust the temperature set points within pre-determined range. The thermostat will have digital display and set back capability. Control wiring will be provided, as needed. The thermostats shall be configured to operate upon command. Units' activation shall commence upon pushing the button (on the screen). HVAC units will be activated for a pre-determined period of time (from 30 min up to 4 hours maximum). *Morning warm-up will be available for (2) or (2.5) hours in the morning, as described below, for all locations.* The janitorial staff should not operate the thermostats after regular school or office hours as the extra run time will affect the energy savings. To address ventilation requirements the fan is to be programmed in the "ON" mode. For better energy efficiency and to comply with Title-24 regulations CONTRACTOR assumes the following zone temperature settings to achieve 5° F dead band:

- 75° F – Minimum Occupied Cooling
- 70° F – Maximum Occupied Heating
- 95° F – Night/Unoccupied set back. Different set back cooling temperature can be established in critical areas per CUSTOMER'S request.
- 40° F – Unoccupied Heating for Gas Heating units (night set back can be established per CUSTOMER'S request to prevent water pipes freezing in the critical areas)
- 45° F – Unoccupied Heating for Heat Pump units (night set back can be established per CUSTOMER'S request to prevent water pipes freezing in the critical areas)

Specific sites morning warm-up schedules for individual thermostats (per Bell schedules provided by the Customer and interviews with Customer's HVAC maintenance personnel):

<u>Site</u>	<u>Location</u>	<u>Morning Warm-up Schedule or Daily Programming Schedules</u>
<u>District Office and Maintenance Yard</u>	District Office	7:00 AM – 4:00 PM
<u>Nelson Avenue Middle School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM
<u>Poplar Avenue Elementary School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM
<u>Sierra Avenue Elementary School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM
<u>Plumas Avenue Elementary School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM
<u>Community Day School</u>	All Areas School Office	7:00 AM – 9:30 AM 7:00 AM – 4:00 PM

Note: Above Schedules are for Mon-Fri operation, **off on Sat-Sun and Holidays per Thermolito Union Elementary School District 2014-2015 Instructional Calendar.**

CONTRACTOR includes up to (4) hours of CUSTOMER's training on how to program and operate new thermostats.

Existing thermostats will be removed and discarded or returned to the CUSTOMER, if desired. Existing time clocks and Energy Management System interfaces (if applicable) will be disabled and abandoned in place.

The specific locations and quantities for the new thermostats **per the CUSTOMER'S count** are provided in the following table:

<u>Site</u>	<u>Location</u>	<u>Quantity</u>
<u>District Office and Maintenance Yard</u>	(2) District Office, (4) Maintenance Building	6
<u>Nelson Avenue Middle School</u>	Classrooms 1 – 13, 21, (2) 22, 25, (2) 26, 28 - 38, (2) 39, (5) attendance and (3) Library	40
<u>Poplar Avenue Elementary School</u>	K1, K2, 3, Library, 5, 8 – 16, 19, 21 – 29, Resources, Office, (4) MPR and Cafeteria	33
<u>Sierra Avenue Elementary School</u>	Classrooms 1 – 25, 32 and (3) Cafeteria	29
<u>Plumas Avenue Elementary School</u>	(21) at Plumas Avenue Elementary Site per Customer.	21
<u>Community Day School</u>	(4) at Community Day Site per Customer.	4

3.2 Single-Zone HVAC Units Controls Scope of Work Exclusions

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and electrical systems and system components found in disrepair or not compliant to code. Any and all system defects as a result of pre-existing condition.
- New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above.
- The amount of thermostats for each site has been determined by the customer. Contractor had no input on the quantity of thermostats at each site.
- Fire and Life Safety equipment and its components, unless addressed above.
- Overtime labor.
- Any and all other items not specified in this scope.

4.0 PROPOSED PROJECT INSTALLATION TIME LINE & COORDINATION

This project will require extensive scheduling and coordination to insure the efficient implementation of the Work shown herein. CONTRACTOR will provide retrofit services in Phases. Each construction Phase will include a complete HVAC and/or Lighting system retrofit at a given building or school site.

The CUSTOMER shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by CONTRACTOR may need to be vacated to ensure the safety of the occupants. It will be the CUSTOMER'S responsibility to temporarily relocate the students to other classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of CUSTOMER'S operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. CONTRACTOR will work with the CUSTOMER to develop a detailed project schedule. Once the project schedule is confirmed, CONTRACTOR will provide the CUSTOMER with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining all necessary equipment, parts and materials needed for installation. It is anticipated the construction phase of this project would be performed in the Spring/Summer of 2017.

CUSTOMER and its representatives shall coordinate all the project activities with CONTRACTOR'S Project Manager only.

WORK ORDER 2

4. WORK ORDER MILESTONES

Estimated Work Order Milestone Schedule	
Milestone	Milestone Date
Contract Approval Date	4/6//16
Substantial Completion	Contract Approval Date + 20 weeks
Final Completion	Contract Approval Date + 24 weeks

Contractor shall be given a day-for-day slip in the Work Order Milestone Schedule for a delay in the Contract Approval Date beyond the date shown above.

5. FIXED PRICE AMOUNT

The fixed price for this Work Order (“Order Price”) is **\$231,375.00 Two Hundred Thirty One Thousand, Three Hundred Seventy Five Dollars.**

6. PROGRESS PAYMENT SCHEDULE

The District shall pay to Contractor the progress payments set forth below when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Progress Payments	85%
Substantial Completion	10%
Final Completion	5%

EXHIBIT E INSURANCE

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name District and others as may be reasonably required by District, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of District and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to District upon District's reasonable request.

District Insurance Requirements

1. Required Coverage. District shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of bodily injury on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.
2. Policy Endorsements. Insurance coverage required to be maintained by District under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. District shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, _____ (“the District”), having its office at _____, having entered into the Facility Solutions Agreement (“Agreement”) dated _____, 2013, with _____ (“_____”), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the District.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor:

By:_____

Name:_____

Title:_____

District:

_____ SCHOOL DISTRICT

By:_____

Name:_____

Title:_____



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake, Superintendent

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Approve Prop 39 District Energy Reporting Services with Indoor Environmental Services (IES)

Description: This is a service agreement for an IES Energy Manager that will perform the necessary data collection, documentation and communication with the California Energy Commission to meet our reporting requirements of Prop 39.

Funding: Prop 39 funding \$11,500

**PROPOSAL/AGREEMENT TO PROVIDE
Prop 39 District Energy Reporting Services**

For

Thermalito Union Elementary School District
400 Grand Ave. Oroville, CA 95965

Gregory Blake
Superintendent

Prepared by:

Indoor Environmental Services
1512 Silica Avenue
Sacramento, CA 95815
(916) 988-8808

PURPOSE OF AGREEMENT

Indoor Environmental Services ("IES") is pleased to offer our assistance to Thermalito Union Elementary School District ("District"). IES will assist the District with an IES Energy Manager to work with District personnel to aide in the energy reporting requirements for the District.

CONTRACT DELIVERY METHOD FOR PROJECT IMPLEMENTATION

IES will utilize Prop 39 funding, if applicable, per the mandated requirements.

PROP 39 ENERGY REPORTING SERVICES

Complete documentation and reporting to the California Energy Commission (CEC) to meet Proposition 39 project annual progress and final reporting requirements below. IES will use available methods developed by the CEC including program calculators and reporting forms for project energy savings.

ANNUAL PROGRESS REPORT

Submitted annually for all current or open projects:

- Amount spent to-date on energy manager and training services
- Amount spent to-date on all and each energy efficiency measure (EEM) on a per-site bases
- Estimated start and end date and written summary narrative of project status.
- DIR Project ID for all contractors on project (if applicable)

FINAL REPORT

Submitted 12-15 months after project completion:

Information per LEA or District:

- Amount spent to-date on energy manager and training services
- Supporting documents of project completion
 - Updated savings calculation or post-project energy saving report
 - Pictures of installed measures

Information per site:

- Project start and end date and written summary narrative of project status.
- Benchmarking:
 - All utility data usage and charges including on-site generation information
 - Updated Square footage of all sites
- Energy Efficiency Measure information:
 - Energy and cost saving information
 - Amount spent on each energy EEMs on a per-site bases
- DIR Project ID for all contractors on project (if applicable)

Per Code Guidelines and Regulations, IES will complete the Services as listed. IES will not perform additional services without prior District authorization.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any work areas and school sites will be provided to IES.
- Full access to online CEC and utility accounts including approval to obtain utility billing information.
- Coordination with appropriate staff for updates and information gathering as necessary.
- Additional tasks as requested by the District above and beyond this scope will be billable.
- IES will not perform additional services without prior authorization.

SCOPE EXCLUSION

The following exclusions have not been estimated in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at District sites.
- Any and all system defects as a result of pre-existing condition.
- Overtime labor.
- Any and all other items not specified in this scope.

Services TERM Summary:

Services will be implemented for a term of 12 months:

Total Proposition 39 Energy Manager	
Energy Planning Activities	Funding
Energy Manager	\$ 11,500

Invoice will be submitted to the District upon signed agreement.

This agreement is between the District and Indoor Environmental Services.

Gregory Blake
Superintendent

Stan Butts
Vice President, IES

Date

Date

TERMS OF SERVICE - INDOOR ENVIRONMENTAL SERVICES GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Farnam, Inc., a California corporation, dba Indoor Environmental Services ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
2. **Disclaimer of All Warranties.** IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for:
(i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Approval of JPA Agreement and Bylaws

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

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

PRESIDENT

Chris Peters
*Live Oak Unified School
District*

VICE PRESIDENT

Mary Sakuma
*Butte County Office of
Education*

SECRETARY

Julie Tucker
*Colusa County Office of
Education*

TREASURER

Gail Osborne
*Sutter County Superintendent
of Schools*

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

JPA Agreement:

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

Bylaws:

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



JOINT POWERS AGREEMENT
NORTH VALLEY SCHOOLS INSURANCE GROUP
(NVSIG)

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

THE ORIGINAL BOARD OF DIRECTORS MEMBERSHIP BY COUNTY

[June 1, 1979]

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

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

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

WITNESSETH:

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

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

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

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

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

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

1. CREATION OF THE JOINT POWERS ENTITY

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

2. FUNCTIONS OF THE AUTHORITY

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

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

B. The functions of the Authority are:

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

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

3. POWERS OF THE AUTHORITY

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

4. TERM OF THE AGREEMENT

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

5. BYLAWS

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

6. MEMBERSHIP IN THE AUTHORITY

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

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

7. WITHDRAWAL OR REMOVAL FROM MEMBERSHIP

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

8. TERMINATION OF AGREEMENT

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

9. DISPOSITION OF PROPERTY AND FUNDS

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

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

10. AMENDMENTS

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

11. SEVERABILITY

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

12. LIABILITY

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

13. ENFORCEMENT

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

14. DEFINITIONS

- A. "Authority" or "NVSIG" shall mean the North Valley Schools Insurance Group created by this Agreement.
- B. "Board of Directors" shall mean the governing board of the Authority established by the Bylaws to direct and control the Authority.
- C. "Claims Adjuster" shall mean a claim adjuster as may be engaged by the Board of Directors for the purpose of determining losses and payments with the respect to the claim fund.

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

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

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

Name of Entity: _____

Date: _____

By: _____

Title: _____

EXHIBIT A

BYLAWS OF NORTH VALLEY SCHOOLS INSURANCE GROUP (NVSIG)

PREAMBLE

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

ARTICLE I POWERS

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

ARTICLE II BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

ARTICLE III **OFFICERS**

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

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

ARTICLE IV

ADMINISTRATION

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

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

ARTICLE V

FINANCE

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

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

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

ARTICLE VI

ACCOUNTS AND RECORDS

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

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

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

ARTICLE VII

RISK MANAGEMENT

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

ARTICLE VIII

WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

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

ARTICLE IX
INVOLUNTARY TERMINATION

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

ARTICLE X
DISSOLUTION AND DISPOSITION OF PROPERTY AND FUNDS

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

ARTICLE XI
INVESTMENT OF FUNDS

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

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

ARTICLE XII **AMENDMENT**

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

ARTICLE XIII **SEVERABILITY**

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

ARTICLE XIV **EFFECTIVE DATE**

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

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



BOARD ACTION ITEM SUMMARY

FROM: Ed Gregorio, Sierra Avenue Elementary Principal

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Donation

Description: I am requesting the Board's permission to accept a donation of \$13,594.85 from the Sierra Avenue Elementary School Student Council, which will be used to purchase an electronic, full-color LED sign.

Fiscal Impact: \$13,594.85—Student Council



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approve early payoff of Lease with Municipal Finance Corporation for 2007 Lighting Retrofit Project.

DESCRIPTION: The district replaced lighting fixtures at Nelson, Poplar, Plumas and Sierra in 2007. The project was financed with municipal lease through Municipal Finance Corporation. The district has current adequate resources to payoff the balance of the debt owed to reduce future interest payments.

The early payoff amount is \$86,919.53 if paid in full by June 4, 2017. This early payoff will save the district approximately \$8,600 in future interest costs.

FUNDING: \$86,919.53 – General Fund

**Citizens Business Bank
Attn: Juan Mercado, AVP
3110-B Inland Empire Blvd.
Ontario, CA 91764**

DATE: May 8, 2017

TO: Thermalito Union School District

INVOICE ITEMIZATION

RE: Prepayment of Lease with Option to Purchase #07-009-AF

LESSOR: Municipal Finance Corporation

ASSIGNEE: Citizens Business Bank

Purchase Option Price (4/4/17):	\$86,288.33
Accrued Interest (4/4 – 6/4):	<u>631.20</u>
Total Due:	\$86,919.53

WIRE INSTRUCTIONS
Citizens Business Bank
701 North Haven Avenue
Ontario, CA 91764

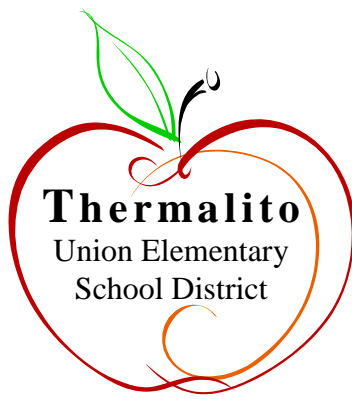
Wire Transfer Department

ABA Number: 122234149

Account Number: 1099010482

Account Name: Thermalito Union School District

Loan Number: #07-009-AF



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake, Superintendent

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Approval of Thermalito Union Elementary School District's Energy Expenditure Plan Report.

Description: The Thermalito Union Elementary School District's Energy Expenditure Plan Report validates our Energy Expenditure Plan's approval through the California Energy Commission. The plan outlines the energy efficiency projects to be completed at each of our schools, district office and maintenance area. It also displays costs and energy savings per site.

Funding: \$0



Submission

ID 1783

Tier: 3
Expenditure Plans this Fiscal Year: 2016-17
Submittal Option: Multiple-Year (bundled) Award Expenditure Plan

Grant Amount Requested: \$590,036.00
Grant Balance Available: \$350,774.00

Energy Planning Reservation Information

Did you request Energy Planning Funds? (If no, move on to next section) Yes
Budget for Screening and Energy Audits: _____ Amount Spent for Screening and Audits: _____
Budget for Proposition 39 Program Assistance: _____ Amount Spent for Program Assistance: _____
Budget for Energy Manager: _____ Amount Spent for Energy Manager: _____
Budget for Training Totals: _____ Amount Spent for Training: _____
Totals: _____ Totals: _____

Energy Manager and Training

Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan? Yes Amount Requesting for Energy Manager: \$11,599.00
Are you using Proposition 39 funds for energy related training costs? _____ Amount Requesting for Training: _____

Summary of Schools/Sites

	Total Project Cost	Proposition 39 Share
Estimated Totals:	\$578,437.00	\$578,437.00

Summation is for 8 Schools

Job Creation Benefits Estimation

Type of Project	Budget	Estimated Direct Job-Years Created	Please list any state-certified apprenticeship programs being used:
Energy Efficiency	\$578,437.00	3.24	
Renewable Generation			
Distributed Energy			
Total:		3.24	

Apprenticeship Information	Budget	Estimated Apprenticeship Job-Years Created	Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-benefits?

Other Trainee Position Title	Estimated Other Trainee Jobs Created
Total:	

Self-Certifications

Yes The LEA followed the Proposition 39 Guidelines regarding Eligible Energy Project Prioritization Considerations.
Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements
Yes The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
Yes The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.
Yes The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
Yes The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.
Yes The LEA acknowledges that the expenditures are subject to financial audit requirements
Yes The LEA commits to complying with all reporting requirements.

Authorized Representative: Darlene Waddle Date: 4/10/2017

Applicant Information

Local Education Agency Name: Thermalito Union
LEA CDS Code: 04615490000000
Mailing Address: 400 Grand Avenue
City: Oroville
Zip Code: 95965-4007

LEA Authorized Representative

Name: Connie Cavanaugh
Title: Chief Business Officer
Phone: 5305382900
Email: ccavanaugh@thermalito.org

Project Manager

Name: Cameron Munsell
Title: Energy Engineer
Phone: 9165701007
Email: cmunsell@ies-hvac.com



Site Information

Project Start Date: 10/1/2017

Completion Date: 11/30/2017

Local Education Agency: Thermalito Union

LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: District Office

School/Site CDS Code: 04615490000000

School/Site Mailing Address: 400 Grand Ave.

City: Oroville

Zip Code: 95965-4007

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit

Proposition 39 Share to be used for

Measure Implementation (\$): \$14,277.00

Benchmarking

Square Footage of School/Site: 3,000

Average Peak Demand (kW):

Total Annual Electric Use (kWh): 22,832

Total Annual Electric Charges (\$): \$4,773.00

Total Annual Gas Use (therms): 199

Total Annual Gas Charges (\$): \$312.00

Total Annual Propane Use (gals):

Total Annual Propane Charges (\$):

Total Annual Fuel Oil Use (gals):

Total Annual Fuel Oil Charges (\$):

Energy Bill Fiscal Year: 2015-16

Electric Utility: PGE

Electric Utility Account #: 7366369811

Gas Utility: PGE

Gas Utility Account #: 7366369060

Reminder: If the School/Site includes leased facilities, please include Building
Owner Certification in backup documentation.

Energy Use Intensity Calculator

Electricity		Natural Gas		Other Fuels	
	W/SF	.07	Therms/SF		Gals/SF
7.61	kWh/SF	\$.10	Cost/SF		Cost/SF
\$1.59	Cost/SF				
Energy Costs/SF/Year:		\$1.70	Energy Use(Kbtu)/SF/Year:		88.19

Version 6

Energy Efficiency Measure		Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit		Comprehensive Exterior Fixture Retrofit - Audit	1	2,460				\$514.00	\$8,186.00		1.25
HVAC Controls- Programmable/Smart Thermostats		(2) old thermostats to be replaced - calculator		380	20			\$93.00	\$1,366.00		1.00
Lighting- Interior Fixture Retrofit		Comprehensive Interior Fixture Retrofit - Audit	1	1,517				\$317.00	\$4,725.00		1.32
Energy Efficiency Narrative Description The current interior lighting systems in the District Office buildings consist of a combination of 1st generation T-8 lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the District Office buildings consist of compact fluorescent and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. Additionally, (2) manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.											
Site Project Summary											
Total Demand Savings			2	Total Annual Fuel Oil Savings			Total Prop 39 Share				
Total Annual Electric Savings			4,357	Total Annual Cost Savings			\$924.00				
Total Annual Natural Gas Savings			20	Total Project Cost			\$14,277.00				
Total Annual Propane Savings				Total Rebates			Savings-to-investment Ratio (SIR)				
							1.25				
							Total Cost Paid Under PPA				



Site Information

Project Start Date: 10/1/2017
Completion Date: 11/30/2017
Local Education Agency: Thermalito Union
LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: Maintenance
School/Site CDS Code: 04615490000000
School/Site Mailing Address: 1123 Sierra Avenue
City: Oroville
Zip Code: 95965-4007

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit
Proposition 39 Share to be used for
Measure Implementation (\$): \$14,241.00

Benchmarking

Square Footage of School/Site: 9,550
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 19,061
Total Annual Electric Charges (\$): \$4,613.00
Total Annual Gas Use (therms): 699
Total Annual Gas Charges (\$): \$912.00
Total Annual Propane Use (gals):
Total Annual Propane Charges (\$):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges (\$):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PGE
Electric Utility Account #: 7366369328, 7366369052
Gas Utility: PGE
Gas Utility Account #: 7366369050

Reminder: If the School/Site includes leased facilities, please include Building
Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF	.07	Therms/SF		Gals/SF
2.00	kWh/SF	\$.10	Cost/SF		Cost/SF
\$.48	Cost/SF				
Energy Costs/SF/Year:		\$.58	Energy Use(Kbtu)/SF/Year:		28.71

Version 6

Energy Efficiency Measure		Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit		2	2,808				\$695.00	\$6,554.00		1.86
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit		1	1,526				\$354.00	\$4,956.00		1.38
HVAC Controls- Programmable/Smart Thermostats	(4) Programmable Thermostats - Calculator			760	70			\$235.00	\$2,731.00		1.19
Energy Efficiency Narrative Description											
The current interior lighting systems in the School Name buildings consist of a combination of 1st generation T-8, T-12 and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the School Name buildings consist of compact fluorescent, mercury vapor, high pressure sodium, and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. Additionally, (4) manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.											
Site Project Summary											
Total Demand Savings		3	Total Annual Fuel Oil Savings				Total Prop 39 Share		\$14,241.00		
Total Annual Electric Savings		5,094	Total Annual Cost Savings		\$1,284.00		Savings-to-investment Ratio (SIR)		1.57		
Total Annual Natural Gas Savings		70	Total Project Cost		\$14,241.00						
Total Annual Propane Savings			Total Rebates				Total Cost Paid Under PPA				



Site Information

Project Start Date: 10/1/2017

Completion Date: 11/30/2017

Local Education Agency: Thermalito Union

LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: Nelson Avenue Middle

School/Site CDS Code: 04615496003354

School/Site Mailing Address: 2255 Sixth St.

City: Oroville

Zip Code: 95965-3260

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit

Proposition 39 Share to be used for

Measure Implementation (\$): \$182,903.00

Benchmarking

Square Footage of School/Site: 56,426

Average Peak Demand (kW):

Total Annual Electric Use (kWh): 259,879

Total Annual Electric Charges (\$): \$56,139.00

Total Annual Gas Use (therms): 1,573

Total Annual Gas Charges (\$): \$2,151.00

Total Annual Propane Use (gals):

Total Annual Propane Charges (\$):

Total Annual Fuel Oil Use (gals):

Total Annual Fuel Oil Charges (\$):

Energy Bill Fiscal Year: 2015-16

Electric Utility: PGE

Electric Utility Account #: 7366369075, 7366369547, 73663691

Gas Utility: PGE

Gas Utility Account #: 8721378215, 7366369622

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator

Electricity		Natural Gas		Other Fuels	
	W/SF	.03	Therms/SF		Gals/SF
4.61	kWh/SF	\$.04	Cost/SF		Cost/SF
\$.99	Cost/SF				
Energy Costs/SF/Year:		\$1.03	Energy Use(Kbtu)/SF/Year:		52.14

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit	15	26,388				\$5,700.00	\$120,608.00		1.04
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit	2	8,435				\$1,822.00	\$33,154.00		1.14
Lighting- LED Exit Signs	Replace old exit signs with new LED - Audit		228				\$49.00	\$826.00		1.28
Lighting- Retrofit Interior Lamps to LED	Retrofit Interior Lamps to LED - Audit		351				\$76.00	\$1,002.00		1.44
HVAC Controls- Programmable/Smart Thermostats	(40) Old thermostats to be replaced - calculator		7,600	157			\$1,526.00	\$27,313.00		.87

Energy Efficiency Narrative Description

The current interior lighting systems in the Nelson Avenue Middle School buildings consist of a combination of 1st generation T-8, T-12, compact fluorescent, and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the Nelson Avenue Middle School buildings consist of compact fluorescent, high pressure sodium and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. Nelson Avenue Middle School also has old compact fluorescent exit signs. Following an examination of the data collected, it is recommended that these be replaced with new LED exit signs. (40) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands. Energy savings for the mechanical systems retrofit has been calculated using the online calculator which is attached. Savings and costs are listed in the Summary Table in Section 2 on page 6 of this report.

Site Project Summary

Total Demand Savings	17	Total Annual Fuel Oil Savings		Total Prop 39 Share	\$182,903.00
Total Annual Electric Savings	43,002	Total Annual Cost Savings	\$9,173.00	Savings-to-investment Ratio (SIR)	1.04
Total Annual Natural Gas Savings	157	Total Project Cost	\$182,903.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates			



Site Information

Project Start Date: 10/1/2017

Completion Date: 11/30/2017

Local Education Agency: Thermalito Union

LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: Plumas Avenue Elementary

School/Site CDS Code: 04615490102327

School/Site Mailing Address: 440 Plumas Ave.

City: Oroville

Zip Code: 95965-3219

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit

Proposition 39 Share to be used for

Measure Implementation (\$): \$99,569.00

Benchmarking

Square Footage of School/Site: 24,920

Average Peak Demand (kW): 39

Total Annual Electric Use (kWh): 165,049

Total Annual Electric Charges (\$): \$35,094.00

Total Annual Gas Use (therms): 84

Total Annual Gas Charges (\$): \$326.00

Total Annual Propane Use (gals):

Total Annual Propane Charges (\$):

Total Annual Fuel Oil Use (gals):

Total Annual Fuel Oil Charges (\$):

Energy Bill Fiscal Year: 2015-16

Electric Utility: PGE

Electric Utility Account #: 7366369840

Gas Utility: PGE

Gas Utility Account #: 7366369229

Reminder: If the School/Site includes leased facilities, please include Building
Owner Certification in backup documentation.

Energy Use Intensity Calculator

Electricity		Natural Gas		Other Fuels	
1.57	W/SF		Therms/SF		Gals/SF
6.62	kWh/SF	\$.01	Cost/SF		Cost/SF
\$1.41	Cost/SF				
Energy Costs/SF/Year:		\$1.42	Energy Use(Kbtu)/SF/Year:		71.31

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit	6	10,586				\$2,255.00	\$39,682.00		1.17
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit	4	12,844				\$2,736.00	\$45,044.00		1.23
Lighting- Retrofit Interior Lamps to LED	Retrofit Interior Lamps to LED - Audit		224				\$48.00	\$504.00		1.71
HVAC Controls- Programmable/Smart Thermostats	(21) old thermostats to be replaced - calculator		3,990	8			\$709.00	\$14,339.00		.81

Energy Efficiency Narrative Description

The current interior lighting systems in the Plumas Avenue Elementary School buildings consist of a combination of 1st generation T-8, T-5, and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the Plumas Avenue Elementary School buildings consist of compact fluorescent, metal halide, and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. (21) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.

Site Project Summary

Total Demand Savings	10	Total Annual Fuel Oil Savings		Total Prop 39 Share	\$99,569.00
Total Annual Electric Savings	27,644	Total Annual Cost Savings	\$5,748.00	Savings-to-investment Ratio (SIR)	1.15
Total Annual Natural Gas Savings	8	Total Project Cost	\$99,569.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates			



Site Information

Project Start Date: 10/1/2017

Completion Date: 11/30/2017

Local Education Agency: Thermalito Union

LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: Poplar Avenue Elementary

School/Site CDS Code: 04615496003362

School/Site Mailing Address: 2075 Poplar Ave.

City: Oroville

Zip Code: 95965-3046

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit

Proposition 39 Share to be used for

Measure Implementation (\$): \$113,586.00

Benchmarking

Square Footage of School/Site: 35,681

Average Peak Demand (kW): 100

Total Annual Electric Use (kWh): 220,490

Total Annual Electric Charges (\$): \$46,220.00

Total Annual Gas Use (therms): 2,539

Total Annual Gas Charges (\$): \$2,898.00

Total Annual Propane Use (gals):

Total Annual Propane Charges (\$):

Total Annual Fuel Oil Use (gals):

Total Annual Fuel Oil Charges (\$):

Energy Bill Fiscal Year: 2015-16

Electric Utility: PGE

Electric Utility Account #: 7366369379

Gas Utility: PGE

Gas Utility Account #: 7366369020

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator

Electricity		Natural Gas		Other Fuels	
2.80	W/SF	.07	Therms/SF		Gals/SF
6.18	kWh/SF	\$.08	Cost/SF		Cost/SF
\$1.30	Cost/SF				
Energy Costs/SF/Year:		\$1.38	Energy Use(Kbtu)/SF/Year:		73.34

Version 6

Energy Efficiency Measure	Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Retrofit Interior Lamps to LED	Retrofit Interior Lamps to LED - Audit	1	1,243				\$261.00	\$3,666.00		1.37
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit	9	15,371				\$3,228.00	\$56,288.00		1.18
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit	2	8,641				\$1,815.00	\$31,099.00		1.19
HVAC Controls- Programmable/Smart Thermostats	(33) old thermostats to be replaced - calculator		6,270	254			\$1,339.00	\$22,533.00		.91

Energy Efficiency Narrative Description

The current interior lighting systems in the Poplar Avenue Elementary School buildings consist of a combination of 1st generation T-8, compact fluorescent and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the Poplar Avenue Elementary School buildings consist of compact fluorescent, high pressure sodium, and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. (33) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.

Site Project Summary

Total Demand Savings	12	Total Annual Fuel Oil Savings		Total Prop 39 Share	\$113,586.00
Total Annual Electric Savings	31,525	Total Annual Cost Savings	\$6,643.00	Savings-to-investment Ratio (SIR)	1.14
Total Annual Natural Gas Savings	254	Total Project Cost	\$113,586.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates			



Site Information

Project Start Date: 10/1/2017

Completion Date: 11/30/2017

Local Education Agency: Thermalito Union

LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: Sierra Avenue Elementary

School/Site CDS Code: 04615496003370

School/Site Mailing Address: 1050 Sierra Ave.

City: Oroville

Zip Code: 95965-4238

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit

Proposition 39 Share to be used for Measure Implementation (\$): \$116,050.00

Benchmarking

Square Footage of School/Site: 33,721

Average Peak Demand (kW): 123

Total Annual Electric Use (kWh): 197,755

Total Annual Electric Charges (\$): \$46,194.00

Total Annual Gas Use (therms): 3,937

Total Annual Gas Charges (\$): \$4,372.00

Total Annual Propane Use (gals):

Total Annual Propane Charges (\$):

Total Annual Fuel Oil Use (gals):

Total Annual Fuel Oil Charges (\$):

Energy Bill Fiscal Year: 2015-16

Electric Utility: PGE

Electric Utility Account #: 7366369002, 7366369495, 73663694

Gas Utility: PGE

Gas Utility Account #: 7366369025

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

Energy Use Intensity Calculator

Electricity		Natural Gas		Other Fuels	
3.65	W/SF	.12	Therms/SF		Gals/SF
5.86	kWh/SF	\$.13	Cost/SF		Cost/SF
\$1.37	Cost/SF				
Energy Costs/SF/Year:		\$1.50	Energy Use(Kbtu)/SF/Year:		74.52

Version 6

Energy Efficiency Measure		Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit		2	6,285				\$1,471.00	\$37,963.00		.92
HVAC Controls- Programmable/Smart Thermostats	(29) old thermostats to be replaced			5,510	394			\$1,465.00	\$19,802.00		1.07
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit		7	11,707				\$2,740.00	\$58,285.00		1.03
Energy Efficiency Narrative Description											
The current interior lighting systems in the Sierra Avenue Elementary School buildings consist of a combination of 1st generation T-8, T-5, T-12, compact fluorescent, and incandescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the Sierra Avenue Elementary School buildings consist of compact fluorescent and metal halide lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. (29) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.											
Site Project Summary											
Total Demand Savings		9	Total Annual Fuel Oil Savings				Total Prop 39 Share		\$116,050.00		
Total Annual Electric Savings		23,502	Total Annual Cost Savings		\$5,676.00		Savings-to-investment Ratio (SIR)		1.00		
Total Annual Natural Gas Savings		394	Total Project Cost		\$116,050.00						
Total Annual Propane Savings			Total Rebates				Total Cost Paid Under PPA				



Site Information

Project Start Date: 10/1/2017

Completion Date: 11/30/2017

Local Education Agency: Thermalito Union

LEA CDS Code: 0461549000000

School or Site Information

School/Site Name: Pioneer Community Day

School/Site CDS Code: 04615490101485

School/Site Mailing Address: 2060 Sixth St.

City: Oroville

Zip Code: 95965-3251

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit

Proposition 39 Share to be used for

Measure Implementation (\$): \$17,163.00

Benchmarking

Square Footage of School/Site: 1,664

Average Peak Demand (kW):

Total Annual Electric Use (kWh): 14,140

Total Annual Electric Charges (\$): \$3,021.00

Total Annual Gas Use (therms): 155

Total Annual Gas Charges (\$): \$222.00

Total Annual Propane Use (gals):

Total Annual Propane Charges (\$):

Total Annual Fuel Oil Use (gals):

Total Annual Fuel Oil Charges (\$):

Energy Bill Fiscal Year: 2015-16

Electric Utility: PGE

Electric Utility Account #: 7366369186

Gas Utility: PGE

Gas Utility Account #: 7366369647

Reminder: If the School/Site includes leased facilities, please include Building
Owner Certification in backup documentation.

Energy Use Intensity Calculator

Electricity		Natural Gas		Other Fuels	
	W/SF	.09	Therms/SF		Gals/SF
8.50	kWh/SF	\$.13	Cost/SF		Cost/SF
\$1.82	Cost/SF				
Energy Costs/SF/Year:		\$1.95	Energy Use(Kbtu)/SF/Year:		100.38

Version 6

Energy Efficiency Measure		Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit		1	887				\$190.00	\$2,654.00		1.38
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit		1	1,561				\$334.00	\$13,143.00		.73
HVAC Controls- Programmable/Smart Thermostats	(2) Programmable Thermostats - Calculator			380	16			\$85.00	\$1,366.00		.94
Energy Efficiency Narrative Description The current interior lighting systems in the Pioneer Community Day School buildings consist of a combination of 1st generation T-8 and compact fluorescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the Pioneer Community Day School buildings consist of compact fluorescent, incandescent and metal halide lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. (2) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.											
Site Project Summary											
Total Demand Savings		2	Total Annual Fuel Oil Savings				Total Prop 39 Share		\$17,163.00		
Total Annual Electric Savings		2,828	Total Annual Cost Savings		\$609.00		Savings-to-investment Ratio (SIR)		.85		
Total Annual Natural Gas Savings		16	Total Project Cost		\$17,163.00						
Total Annual Propane Savings			Total Rebates				Total Cost Paid Under PPA				



Site Information

Project Start Date: 4/10/2017
Completion Date: 11/30/2017
Local Education Agency: Thermalito Union
LEA CDS Code: 04615490000000

School or Site Information

School/Site Name: Heritage Community Day
School/Site CDS Code: 04615496121016
School/Site Mailing Address: 2060 Sixth St.
City: Oroville
Zip Code: 95965-3251

Energy Efficiency Project Summary

Measure Savings Source: Combination Calculator and Audit
Proposition 39 Share to be used for
Measure Implementation (\$): \$20,648.00

Benchmarking

Square Footage of School/Site: 1,663
Average Peak Demand (kW):
Total Annual Electric Use (kWh): 14,140
Total Annual Electric Charges (\$): \$3,021.00
Total Annual Gas Use (therms): 155
Total Annual Gas Charges (\$): \$222.00
Total Annual Propane Use (gals):
Total Annual Propane Charges (\$):
Total Annual Fuel Oil Use (gals):
Total Annual Fuel Oil Charges (\$):
Energy Bill Fiscal Year: 2015-16
Electric Utility: PGE
Electric Utility Account #: 7366369186
Gas Utility: PGE
Gas Utility Account #: 7366369647

Reminder: If the School/Site includes leased facilities, please include Building
Owner Certification in backup documentation.

Energy Use Intensity Calculator					
Electricity		Natural Gas		Other Fuels	
	W/SF	.09	Therms/SF		Gals/SF
8.50	kWh/SF	\$.13	Cost/SF		Cost/SF
\$1.82	Cost/SF				
Energy Costs/SF/Year:		\$1.95	Energy Use(Kbtu)/SF/Year:		100.44

Version 6

Energy Efficiency Measure		Description	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Cost Savings (\$)	Measure Cost (\$)	Rebates and Grants (\$)	EEM SIR
Lighting- Interior Fixture Retrofit	Comprehensive Interior Fixture Retrofit - Audit		1	768				\$164.00	\$3,199.00		1.09
Lighting- Exterior Fixture Retrofit	Comprehensive Exterior Fixture Retrofit - Audit		2	1,855				\$397.00	\$16,083.00		.72
HVAC Controls- Programmable/Smart Thermostats	(2) old thermostats to be replaced - Calculator			380	16			\$85.00	\$1,366.00		.94
Energy Efficiency Narrative Description											
The current interior lighting systems in the Heritage Community Day School buildings consist of a combination of 1st generation T-8 and compact fluorescent lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED and 4th generation T-8 lamps and fixtures is recommended. The current exterior lighting systems in the Heritage Community Day School buildings consist of compact fluorescent and metal halide lamps and fixtures. Following examination of the data collected, a full retrofit of the lighting system with LED lamps and fixtures is recommended. (2) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.											
Site Project Summary											
Total Demand Savings		3	Total Annual Fuel Oil Savings		Total Prop 39 Share		\$20,648.00				
Total Annual Electric Savings		3,003	Total Annual Cost Savings		Savings-to-investment Ratio (SIR)		.79				
Total Annual Natural Gas Savings		16	Total Project Cost		Total Cost Paid Under PPA						
Total Annual Propane Savings			Total Rebates								



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake, Superintendent

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Assistant Principal of Nelson Avenue Middle School and
Principal of Alternative Education job description.

Description: Recommending that the Board of Trustees approve the
Assistant Principal of Nelson Avenue Middle School and
Principal of Alternative Education job description as presented
along with the updated Certificated Administration Salary
Schedule.

Thermalito Union School District Job Description

Job Title: Assistant Principal of Nelson Avenue Middle School & Principal of Alternative Education
Department: Middle School Campus
Reports To: Superintendent
Prepared Date: 03/23/17
Approved By: Governing Board
Approved Date: 05/11/17
Salary Placement: Certificated Management Salary Schedule

SUMMARY

Serves as a support to students, parents and staff regarding student discipline, counseling, academic advisement and administrative duties in the middle school and community day school setting. This position covers two elements: Assistant Principal at Nelson Avenue Middle School and Principal of Alternative Education.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

Prepares department records.

Develops and administers disciplinary procedures in accordance with District policies and State laws; receives referrals and confers with students, parents, teachers and community agencies; responds to and resolves parent, student and staff complaints; serves on discipline or expulsion panels as assigned.

Supervises students on campus before and after school; monitors students during lunch, recess, and other activities; disciplines students according to established guidelines.

Establishes, coordinates and maintains communication with community and parent groups; attends and conducts a variety of meetings and events; develops correspondence to promote school activities and achievements.

Responds to and resolves difficult and sensitive inquiries and complaints from parents and the general community.

Assists in oversight of instructional material, supplies, equipment, facilities, and community resources; approves use of school facilities, in the absence of the principal.

Attends and participates in professional group meetings; stays abreast of current research, scientifically based innovations in education and administration.

Assists in administration, implementation and management of school and district programs in curriculum, budget, operations, guidance, students and staff.

Plans, organizes, coordinates and participates in programs and activities related to the operation of an assigned middle school, including instruction, student discipline and other programs; enforces applicable State and District codes, policies and laws; and administers District and school site discipline policies and safety programs.

Monitors and organizes attendance functions; prepares letters and calls parents as needed regarding chronically absent or tardy students.

Chaperones a variety of school events such as games and dances.

Refers students to social service and governmental agencies, supports groups and other community resources as appropriate; consults with law enforcement agencies regarding students as necessary.

Serves as liaison to other agencies, students, school personnel, families and community organizations; maintains relations between school, the community and community services; responds to inquiries and provides information.

Prepares records and reports; prepares and maintains accurate data, records, and files, prepares and conducts in-service training for faculty and staff to promote and increase awareness of available student support services or procedures and to develop techniques for identifying and referring students needing additional assistance, prepares letters to parents, progress reports, referrals and related documents.

Prepares individualized reviews of students' academic records.

Assists in planning, coordination and evaluation of the total program of pupil services, including guidance and counseling. Participates in a variety of meetings and monitoring student behaviors, including I.E.P. and Student Study Team (SST).

Analyzes state and local assessment data. Develops and implements targeted intervention plans for low achieving students. Utilizes the district software to disaggregate data for teachers. Facilitates Instructional Professional Development (IPD) days supporting Professional Learning Committees.

Provides guidance to teachers in the development of targeted intervention and instructional strategies.

Coordinates and executes student scheduling. Creates intervention program parameters for master scheduling.

Gathers, compiles, and organizes a variety of data concerning students' procedures and programs.

Communicates with District personnel, school staff, parents, students and public agencies regarding student placement, referrals, services and related issues.

Develops and Implements District Safety Plan

Coordinates the transition plans for incoming students (5th grade to 6th grade) and outgoing students (8th grade to 9th grade).

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

Responsible for the coordination, and evaluation of classified and certificated staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Also serves as the administrator assigned to direct the student discipline program, counseling resources and student activities.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CREDENTIALS AND/OR EDUCATION

Valid California Teaching Credential

Valid Administrative Credential

Master's degree (M. A.) Preferred

LANGUAGE SKILLS

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid California Drivers License and proof of adequate automobile insurance as stipulated by the State of California.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, sit, and talk or hear. The employee is occasionally required to walk; use hands to touch, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must frequently lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, and outside weather conditions. The noise level in the work environment is usually moderate (examples: school office with computers and printers, light traffic).

Thermalito Union School District
2016-17 Salary Schedule
Certificated Administration, Classified Management, & Confidential
Board Approved, 3/9/17
Effective 7/1/16

I. CERTIFICATED ADMINISTRATIVE POSITIONS (ADMIN):

	Position	Days	1	2	3	4	5	10	15	20	25	30
A	Director of Special Projects	212	104,466	107,600	110,828	114,153	117,578	118,754	119,942	121,141	122,352	123,576
B	Middle School Principal **	207	100,530	103,546	106,652	109,852	113,148	114,279	115,422	116,576	117,742	118,919
C.1	Elementary School Principal hired before 7/1/11	207	98,078	101,020	104,051	107,173	110,388	111,492	112,607	113,733	114,870	116,019
C.2	Elementary School Principal hired after 7/1/11	202	95,709	98,580	101,537	104,583	107,720	108,797	109,885	110,984	112,094	113,215
D	Psychologist/Coordinator of PPS	210	91,040	93,771	96,584	99,482	102,466	103,491	104,526	105,571	106,627	107,693
E	Dean of Students Middle School Assistant Principal/Principal of Alternative Programs	200	92,935	95,723	98,595	101,553	104,600	105,646	106,702	107,769	108,847	109,935
F	Child Development Coordinator	234	76,343	78,633	80,992	83,422	85,925	86,784	87,652	88,529	89,414	90,308

Incremental Increases, 3% Years 2-5 and 1% Years 10, 15, 20 25, 30

** Beginning 2011/12, the Elementary School Principal Work Days are reduced from 207 to 202. Annual work year and salary is increased by five days for those hired before July 1, 2011.*

*** Beginning 2013/14, the Middle School Principal Work Days are reduced from 212 to 207.*

**** Beginning 2015/16 the Child Development Coordinator Work Days are increased back to 234 (from temporary reduction of 229 in 11/12, 12/13, 13/14 and 14/15)*

**** Beginning 2016/17 the Directory of Special Projects Work Days are increased to 212 (board approved 05/12/16)*

II. CLASSIFIED MANAGEMENT AND CONFIDENTIAL POSITIONS (MGMT):

	Position	Days	1	2	3	4	5	6	7	10	15	20	25	30
1	<u>Confidential</u> Executive Assistant to the Superintendent Payroll & Compensation Analyst	260	48,259	50,672	53,206	55,866	58,659	61,592	64,672	66,612	68,610	70,668	72,788	74,972
2	<u>Classified Management</u> Director of Child Nutrition Programs	260	57,911	60,806	63,846	67,038	70,390	73,910	77,606	79,934	82,332	84,802	87,346	89,966
3	Director of Maintenance, Operations & Transportation	260	57,911	60,806	63,846	67,038	70,390	73,910	77,606	79,934	82,332	84,802	87,346	89,966

Incremental Increases, 5% Years 2-7 and 3% Years 10, 15, 20 25, 30

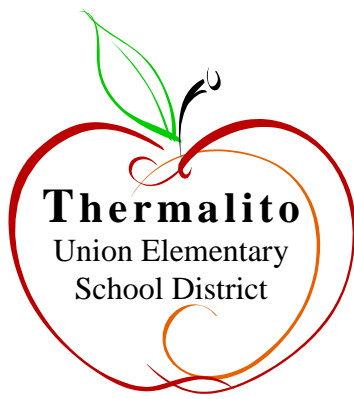
**** Beginning 2016/17 the Directory of Child Nutrition Programs Work Days are increased to 260 (board approved 05/12/16)*

Notes:

1) Add 1% for an earned master's degree and 1% for an earned doctorate from an accredited institution.

2) Increase of 4.00% from the 2015-16 fiscal year

4) Annual District Contribution for Health and Welfare Benefits is \$7,800.00



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake, Superintendent

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: District Parent Coordinator job description.

Description: Recommending that the Board of Trustees approve the new District Parent Coordinator job description as presented. This will be a 6 hour per day, 11 month position.

Thermalito Union School District Job Description

Job Title: District Parent Coordinator
Department: Districtwide
Reports To: Superintendent
Prepared Date: 04/26/17
Approved By: Governing Board
Approved Date: 05/11/17
Salary Placement: Range 20

SUMMARY

The District Parent Coordinator serves as a contact person and district representative representing the district to parents, community, staff and agencies. The individual is responsible for the facilitation of programs, activities and events initiated by the schools and district, particularly as they relate to the promotion of parent participation, training and school involvement. Also includes clerical duties relating to parent involvement, community requests and district responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

1. Perform liaison duties between the schools and parents/guardians to improve communication and interaction between parents/guardians and schools.
2. Provides encouragement to parents to become active in the programs of the schools.
3. Communicates with parents and staff regarding school events and activities including notices to School Site Council (SSC), site fundraisers, Open House, Back to School Night, Bilingual Advisory Committee (BAC), and other similar groups.
4. Surveys eligible parents and community members for potential committee or council members. Contacts parents and invites them to attend these group meetings.
5. Assists sites with publicity concerning parent activities, classroom activities, school activities and assemblies/special events.
6. Recruits and organizes parent participation.
7. Manages the district calendar of events on the website.
8. Communicate to parents and community members the dates and times of district/school meetings.
9. Create and distribute district newsletter regarding items of parent and student interest.
10. Maintain District website and social media accounts.
11. Serve as a resource to students, parents, and community members regarding community agencies, events, and activities.
12. Coordinates the use of district facilities.
13. Coordinates with community liaisons and other district/site representatives.
14. Collaborate with District staff.
15. Keeps a written log of tasks performed.
16. Assists with parent education workshops and meetings
17. Assists in district office answering phones and greeting visitors.
18. Other related duties, as needed.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Strong ability to lead and develop positive working relationships with parents.
2. Ability to problem solve and develop collaborative relationships with students, parents, guardians and staff.
3. Excellent interpersonal and communications skills (written and oral).
4. Proficient using MS Office; comfortable learning new computer programs.
5. Proficient using online and social media tools.
6. Bilingual preferred - Hmong and English
7. Ability to multi-task and perform well under pressure.

CREDENTIALS, CERTIFICATES, LICENSES, REGISTRATIONS

1. Possess a high school diploma or its equivalent (e.g., GED)
2. Associate or Bachelor Degree preferred.
3. Valid California Driver's License and proof of adequate automobile insurance as stipulated by the State of California.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to touch, handle, and feel; reach with hands and arms; stoop, kneel, crouch, and crawl; and talk and hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to climb or balance and taste and smell. The employee may be required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate with light physical qualifications and requirements.



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approval to hire Rachel Young as the Accounting Analyst effective June 5, 2017.

DESCRIPTION: On April 20, 2017 the committee interviewed five excellent candidates. Rachel Young was the top candidate based on her outstanding interview, her years of prior experience, and excellent references. I recommend that we hire Rachel Young as the Accounting Analyst effective June 5, 2017 placed on range 35 step 10 of the CSEA salary schedule. We look forward to having Rachel become an integral part of our District Office team.

FUNDING: General Fund



BOARD ACTION ITEM SUMMARY

FROM: Bill Harrington, Poplar Avenue Elementary Principal

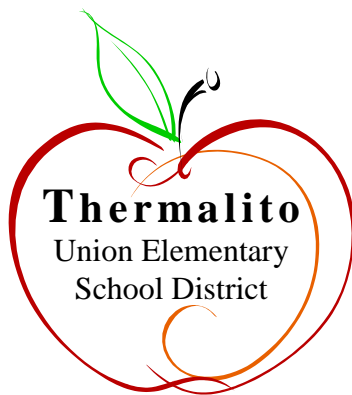
TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Paraeducator III

Description: I am requesting the Board's permission to create a part-time .4375 Paraeducator III position to provide extra support in the classroom. The shift time is 8:35-12:05.

Funding: LCFF



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Summer School Principal

Description: Approval to hire Marnie Smith as the Principal for the 2017 Summer School Program.



BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Connie Cavanaugh

MEETING DATE: May 11, 2017

TOPIC: Approval of Resolution authorizing the temporary borrowing of cash between District funds.

DESCRIPTION: Due to the timing of the receipt of revenue, it is sometimes necessary for the Cafeteria and/or Child Development funds to experience negative cash at certain times during the year.

This resolution will authorize administration to transfer funds as a temporary loan of cash between funds when needed.

FUNDING: N/A

THERMALITO UNION ELEMENTARY SCHOOL DISTRICT

400 Grand Avenue
Oroville, CA 95965

RESOLUTION 16-17-15

RESOLUTION ON TEMPORARY BORROWING BETWEEN FUNDS

WHEREAS, The Board of Trustees of the Thermalito Union Elementary School District has determined that there may be insufficient cash to meet current obligations in certain Funds; and

WHEREAS, Education Code Section 42603 permits the Governing Board of any school district to direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Education Code Section 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code Section 42603.

PASSED AND ADOPTED at a regular meeting of the Governing Board of the Thermalito Union Elementary School District of Butte County on May 11, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

President of the Governing Board
of the Thermalito Union Elementary School District

Date

EXPENDITURES AND PURCHASES

The Governing Board recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

(cf. 3000 - Concepts and Roles)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)
(cf. 9270 - Conflict of Interest)

Expending Authority

The Superintendent or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111, beyond which a competitive bidding process is required. The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

The Superintendent or designee may authorize the purchases of supplies, materials, apparatus, equipment and services up to \$20,000.

(cf. 3311 - Bids)
(cf. 3312 - Contracts)

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

(cf. 3110 - Transfer of Funds)

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code 32435)

Purchasing Procedures

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings.

(cf. 3314.2 - Revolving Funds)
(cf. 3440 - Inventories)
(cf. 3511.1 - Integrated Waste Management)

Business and Noninstructional Operations

BP 3300(b)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.

Legal Reference:

EDUCATION CODE

17604 Delegation of powers to agents; approval or ratification of contracts by governing board

17605 Delegation of authority to purchase supplies and equipment

32370-32376 Recycling paper

32435 Prohibited use of public funds, alcoholic beverages

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

GOVERNMENT CODE

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

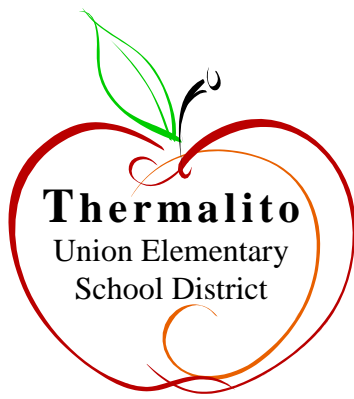
WEB SITES

CSBA, Financial Services: <http://www.csba.org/fs>

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education: <http://www.cde.ca.gov>

Board Adopted: 09/08/16 (revisions)
04/14/11, 12/14/06, 09/14/06 (revisions)
03/23/00 (final adoption)
03/09/00 (first reading)



BOARD ACTION ITEM SUMMARY

FROM: Gregory Blake

TO: Board of Trustees

Meeting Date: May 11, 2017

Topic: Board Priorities Discussion

Description: Attached is the most recent Board Priorities List compiled from feedback from the Board of Trustees. The financial impact for each priority listed will be provided the evening of the board meeting.

Board Priorities - Board Member Input		
Priority	# Votes	Financial Impact
Increase reserve, up to 17% for small school	5	
Bus Driver Recruitment/Retention	5	
GATE Program	4	
D.O. Front Office Configuration	3	
Neighborhood School Boundaries	3	
K-2 Support at CDS/Different site	3	
Painting	3	
Nurtured Heart Training/Updates	2	
District Wide check of all roofing systems	2	
Playground Updates	2	
District wide central plan for interventions	2	
Bus and Walking Routes	2	
Examine possibility of expanding Special Ed. Services	2	
Grade level school configuration	2	
Staff Recognition at Board Meeting	2	
District wide grade level collaboration	2	
Continue ALICE training	1	
HVAC check/repairs	1	
Evaluate Class sizes (4th - 8th grade)	1	
EL support, what does the data reflect - Districtwide EL Considerations	1	
Warm water for handwashing	1	
Website Maintenance/Update	1	
Independent Study Program Staffing	1	
Parent Coordinator	1	
Technology Coordinator	1	
Student Recognition	1	
Compare principal's salaries to other like districts in county	1	
Update water pipes, check water for lead and contaminants (not on list but suggested by Alicia)	1	
	1	

<u>Non Monetary Items</u>		
Raise awareness regarding intervention programs	3	
Board Notification of safety related incidents	2	
Communication to families	2	
More input from stakeholders on LCAP action items based on data and cost	2	
More transparency regarding meetings, e.g. LCAP, SSC	2	
Explore other options (include quality and taste) for food service program	1	
Re-examine staffing versus profit levels for food program, check whether there is a negative impact on current staff	1	
Prudent and caution with budget, uncertain at state level	1	
Reports from Nurse, food service, transportation, M&O and special education	1	
Intersection at Nelson/Grand Avenue Cross Walk	1	
<u>Already being addressed</u>		
CDS staff stipends	2	
Fencing, primarily CDS and Plumas	2	
Water filling stations	2	