



**Board of Trustees**

Andrea Hoheisel  
Luke Wilson  
Mike Bridges  
Ron Zufall  
Joe Ayer

**Superintendent**

Owen Crosby, Ed.D.

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

Board Room  
Shasta Union High School District  
2200 Eureka Way Suite B, Redding, CA 96001  
April 14, 2026  
5:30 p.m. – Call to Order  
5:30 p.m. – Closed Session  
6:30 p.m. – Open Session

***Mission:***

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

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

***Vision:***

*Educating Every Student for Success*

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

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

**Agenda**

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

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

4. CLOSED SESSION

- 4.1 Public Employee Discipline/Dismissal/Release/Complaint (G.C. 54957)
- 4.2 Conference with Labor Negotiator (G.C. 54957.6) Agency designated representatives: Owen Crosby – Superintendent, David Flores – Associate Superintendent of Business Services, Jason Rubin – Associate Superintendent of H.R. and Leo Perez - Associate Superintendent of Instructional Services. Employee Organizations: Shasta Secondary Education Association (SSEA), Educational Support Professionals Association (ESP), California School Employees Association (CSEA) and Management/Supervisory/Confidential.
- 4.3 Public Employee Performance Evaluations (G.C. 54957). Titles: Associate Superintendent of Human Resources, Associate Superintendent of Instructional Services, and Associate Superintendent of Business Services.

## 5. RECONVENE IN OPEN SESSION – OPENING BUSINESS

5.1 Pledge of Allegiance

5.2 Mission and Vision Statements

## 6. PUBLIC COMMENT

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

## 7. RECOGNITION OF STAFF AND/OR STUDENTS

## 8. PRESENTATION

8.1 Career Technical Education Annual Report – Director Rebecca Berg

## 9. APPROVAL OF AGENDA

## 10. APPROVAL OF CONSENT AGENDA

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

### 10.1 Business Services

A. Ratify Commercial Warrants and Payroll Distributions for March 2026

### 10.2 Instructional Services

A. Approve a request to declare property as surplus (IT – computers and peripherals)

### 10.3 Human Resources

A. Approve Human Resources Action Report

B. Accept the Quarterly Report on the Williams Uniform Complaints for January 1–March 31, 2026

C. Approve notification of non-reelection to probationary, temporary certificated staff, and long-term substitutes for the 2026-2027 school year

D. Approve updates to the Classified Handbook

E. Approve updates to the Confidential, Supervisory, and Classified Management Handbook

## 11. REPORTS

### 11.1 Employee Associations

A. Shasta Secondary Education Association – Andrea Cota, President

B. Educational Support Professionals Association – Rhonda Minch, President

C. California School Employees Association – Steve Hudson, President

### 11.2 Principals

A. Alternative Education – Tim Calkins

B. Enterprise High School – Ryan Johnson

C. Shasta High School – Heath Bunton

D. Foothill High School – Kevin Greene

### 11.3 Superintendent

### 11.4 Board Members

## 12. BUSINESS

### 12.1 Administration

- A. Presentation of the California School Employees Association (CSEA) Chapter #181 initial proposal for negotiation for 2026-27 (*Information*)
- B. Presentation of the SUHSD's initial proposal for negotiation with CSEA Chapter #181 for 2026-27 (*Information*)
- C. Approve the Charter Renewal Petition for University Preparatory School for July 1, 2026 – June 30, 2033 (*Action*)
- D. Approve the Operational Agreement and Memorandum of Understanding with University Preparatory School for July 1, 2026 – June 30, 2033
- E. The Board will conduct the first reading of draft mandated and draft optional Board Policies and Administrative Regulations, as provided by CSBA (*Discussion/Action*)
- F. The Board will determine Trustee Assignments for participation at the 2025-26 graduation ceremonies (*Discussion*)

SCHOOL	DATE	TIME	LOCATION
CTE Medical	May 21	6:00pm	David Marr Theater (SLC)
Adult Ed	May 21	6:30pm	Shasta College Theater
Fire Science	May 28	5:00 pm	Large Gym (FHS)
College Connection	May 29	7:00pm	Shasta College Theater
University Preparatory	May 29	8:00pm	Gilmore Field (UPrep)
Shasta Charter Academy	May 30	4:00pm	David Marr Theater (SLC)
Pioneer High School	June 1	6:00pm	David Marr Theater (SLC)
Special Education	June 3	10:30am	David Marr Theater (SLC)
Gateway to College	June 3	4:00pm	Shasta College Theater
Shasta Collegiate Academy	June 4	6:00pm	David Marr Theater (SLC)
Foothill High School	June 4	8:00pm	Bill Johnson Community Stadium (FHS)
Enterprise High School	June 5	8:00pm	Enterprise Community Stadium (EHS)
Shasta High School	June 5	8:00pm	Thompson Field (SHS)

- G. Approve minutes for the March 10, 2026 Board meeting (*Action*)
- H. Excuse Trustee Zufall's absence from the March 10, 2026 Board meeting (*Action*)

### 12.2 Business Services

- A. Approve Annual Developer Fee Report (*Action*)
- B. Approve Nichols, Melburg & Rossetto Architect Service contract Amendments for Enterprise High School Culinary Arts (*Action*)
- C. Approve contract with Pace Engineering for Surveying Services for the Baseball and Softball Fields Repair and Lighting Project (*Action*)
- D. Approve Land Purchase Agreement with City of Redding (*Action*)
- E. Approve memorandum of understanding with the Shasta County Office of Education for the Shasta County School Building Safety Numbering Initiative (*Action*)

### 12.3 Instructional Services

- A. The Board, Superintendent and Associate Superintendent will review the Local Control and Accountability Plan (*Discussion*)

## 13. ADVANCE PLANNING

- 13.1 Next Meeting Date: Special Board Meeting April 28, 2026 and Regular Board Meeting May 12, 2026
- 13.2 Suggested Future Agenda Items

## 14. ADJOURNMENT

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

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Commercial Warrants and Payroll Distributions

**PREPARER:** David Flores  
Associate Superintendent of Business Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

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

**REFERENCES:**  
Education Code Section 42632 and 42633

**SHASTA UNION HIGH SCHOOL DISTRICT**  
**Governing Board Commercial Warrant Approval**  
**for the period 03/01/25 - 03/31/25**

<b>Subfund Totals - Accounts Payable</b>
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<b>Payroll Warrants</b>
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01	General Fund	3,529,753.00
02	Farm Fund	0.00
05	Student Body Fund	1,555.54
07	Shasta Charter Academy	71,990.16
08	University Preparatory	141,034.34
11	Adult Education Fund	51,051.07
12	Child Development Fund	0.00
13	Cafeteria/Food Service Fund	104,046.73
14	Deferred Maintenance Fund	0.00
15	Pupil Transportation Eqmt Fund	0.00
16	Foundation Private Purpose Fund	0.00
21	Capital Building Bond Fund	0.00
25	Capital Facilities Fund	0.00
35	County School Facilities	42,890.23
40	Special Reserve Capital Project	0.00
76	Warrant Passthrough	0.00

Salary	4,543,122.83
Supplemental	318,828.83
Manual Payroll	-588.60
Voids	<u>0.00</u>

**Total** **\$3,942,321.07**

**Total** **\$4,861,363.06**

**Total Accounts Payable** 3,942,321.07  
**Total Payroll** 4,861,363.06

**GRAND TOTAL** **\$8,803,684.13**

*Approved for Payment - SHASTA UNION HIGH SCHOOL DISTRICT*

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Date April 14, 2026 \_\_\_\_\_

Signed: \_\_\_\_\_

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Surplus Equipment

**PREPARER:** Leo Perez  
Associate Superintendent of Instructional Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**  
IT has multiple old parts with no foreseeable uses or value to the District.



# Request to Declare Property as Surplus

**Location of Property:**

Site: DO  
Department: IT  
Room No. 400

Date: 3/2/2026

Requestor: Josh Blanchard

It is requested that the following equipment be declared surplus:

Asset #	Qty.	Item Description	Model	Serial #	Year Purchased	Present Value	Condition*
		See attached Sheet					

\*Condition Key:

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

Reason(s) for declaring surplus: Old broken parts with no foreseeable uses in the district.

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

\_\_\_\_\_  
Site Administrative Approval Signature

## Disposition

Make available for reassignment      Assign to: \_\_\_\_\_

Surplus

Junk

\_\_\_\_\_  
Chief Business Officer Associate  
superintendent  
I.S.  
3/3/26  
Date

Make	Model	SN #	Tag	Tag#2	VEA TAG
Supermicro		S174959x6701311	108507		
cisco	vg224	sim6n00bra	106392		
cisco	4431	fcz2242b031	IT-251017	IT-251018	
dell	poweredge 610	b2fqvh1	106276		
Apple	iPad	DMPNG2Z7FK10	107488		
Apple	iPad	DMPNG35AFK10	107487		
Apple	iPad	DMPNG3C8FK10	107486		
Apple	iPad	DMPNG31QFK10	107492		
Apple	iPad	DMPNG3E1FK10	107485		
Apple	iPad	DMPNG2ULFK10	107489		
Apple	iPad	DMPNG301FK10	107490		
HP	6200 pro	MXL2340S37	105437		
Elmo	tt-12	1272534	101007		
Epson	84+	msuf020395I	106556		
Microsoft	Surface 4	45407161453	IT-251043		
Microsoft	Surface Pro 6	10321791853	IT-251004		
Microsoft	Surface Pro 6	39457791853	IT-251032		
Microsoft	Surface Pro 6	37000491853	IT-251035		
Microsoft	Surface Pro	40211662453	IT-251072		
Microsoft	Surface Pro	29519242353	107484		
Microsoft	Surface Pro	7324581953	108994		

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Human Resource Action Report

**PREPARER:** Jason Rubin  
Associate Superintendent of Human Resources

**RECOMMENDATION:**  Action  
 Discussion  
 Information

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

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

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
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**Certificated**

New Hire – Temporary Contract

Trevor Downing	CTE Med Careers, SHS	March 4, 2026
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CalSTRS Reduced Workload Program

Corey Rossman	0.9 FTE Counselor, FHS	August 1, 2026
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# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Quarterly Report - Williams Uniform Complaints

**PREPARER:** Jason Rubin  
Associate Superintendent of Human Resources

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**  
No Williams Uniform Complaints have been filed between January 1, 2026 and March 31, 2026.



# SHASTA UNION HIGH SCHOOL DISTRICT

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

**PREPARER:** Jason Rubin  
Associate Superintendent of Human Resources

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

This is the annual non-re-election of identified temporary employees currently employed in the District per Education Code 44954. The non-re-election of an identified temporary employee this year does not prevent any temporary employee from reapplying for a position for the 2026-27 school year. Administration recommends approval.

**REFERENCE:**

Education Code 44954

**Certificated**

**Non-Reelection Temporary Teachers**

Emp ID 3572

SHS CTE Medical 0.8 FTE

June 30, 2026

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Classified Handbook

**PREPARER:** Jason Rubin  
Associate Superintendent of Human Resources

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

Updates are made to the Compensation section in the Classified Handbook to ensure that all policies and procedures reflect current laws, regulations and District practices. Over time, policies may become outdated or no longer align with workplace needs, so this update allows us to provide clear, accurate, and relevant guidance for employees. By bringing the handbook up to date, we aim to promote consistency, improve communication, and support a positive and compliant work environment for all staff.

**REFERENCE:**

Copies of the Handbook were provided to the Board under separate cover and can be obtained by contacting the District Office at (530) 241-3261.

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Confidential, Management, Supervisory Classified Handbook

**PREPARER:** Jason Rubin  
Associate Superintendent of Human Resources

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

Updates are made to the Compensation section in the Confidential, Management, Supervisory Classified Handbook to ensure that all policies and procedures reflect current laws, regulations and District practices. Over time, policies may become outdated or no longer align with workplace needs, so this update allows us to provide clear, accurate, and relevant guidance for employees. By bringing the handbook up to date, we aim to promote consistency, improve communication, and support a positive and compliant work environment for all staff.

**REFERENCE:**

Copies of the Handbook were provided to the Board under separate cover and can be obtained by contacting the District Office at (530) 241-3261.

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Initial Proposals for Negotiation – CSEA

**PREPARER:** Owen Crosby, Superintendent

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

In order to initiate labor negotiations for the 2026-27 school year, the California School Employees Association (CSEA) Chapter #181 will present their initial proposals to the District. The District will also present their initial proposals to CSEA. Once initial proposals are presented, public hearings on the proposals will be agendized for the regular May meeting of the Board of Trustees and formal negotiations can then begin.

After the formal presentation to the Board, all proposals will be posted on the District's website for public review.

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** UPrep Charter Renewal Petition and MOU

**PREPARER:** Owen Crosby, Superintendent

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

University Preparatory School's (UPrep) current charter is coming to an end. Presented for Board discussion/action is the UPrep Charter Renewal Petition for July 1, 2026 to June 30, 2033. The petition was last Board approved in 2018 and was statutorily extended by the state during the pandemic. There are no substantive changes to the Charter Renewal Proposal.

As the sponsor of UPrep's charter, the District has an Operational Agreement and Memorandum of Understanding (MOU) defining the relationship between the charter school and the District. The agreement contains details on supervisory oversight, facilities, categorical funding, etc. This agreement has been in place since U-Prep's inception in 2003 and the current agreement is recommended for approval effective July 1, 2026 to June 30, 2033 to coincide with the petition. The prior MOU was last approved on January 1, 2024. The document has been reviewed by the administration of both the District and U-Prep and there are no substantive changes.

Included for review is an Executive Summary, an outline of updates, the Charter Renewal Petition and the MOU. UPrep administration will be available to answer any questions from the Board.

## **Executive Summary**

This charter renewal petition requests approval for a seven-year renewal term for University Preparatory School from 2026 through 2033.

University Preparatory School was founded with the goal of preparing all students for success in college and beyond through a rigorous, well-rounded educational program. The school's academic model is built on a strong college-preparatory curriculum delivered through a seven-period school day that allows students to engage deeply in core academic subjects while also participating in Latin and a robust visual and performing arts program. This structure reflects the school's commitment to developing knowledgeable, thoughtful, and well-prepared graduates.

Over the current charter term, University Preparatory School has consistently demonstrated strong academic outcomes. Performance indicators on the California School Dashboard show that students are achieving at high levels and making meaningful academic progress. These results reflect the dedication of the school's teachers, staff, students, and families, and demonstrate that the program is fulfilling its mission.

The petition also outlines the policies and procedures that guide the school's operations. University Preparatory School remains open to all students and conducts admissions through a public lottery when applications exceed available space. Teachers meet state credentialing requirements and are supported in maintaining a high standard of instruction.

Student safety and well-being are central priorities. The school follows all applicable state and federal requirements related to campus safety, emergency procedures, and student protections.

The document further describes the school's governance and oversight structure. University Preparatory School is governed by its Board of Directors and works collaboratively with the Shasta Union High School District as its authorizer. The school values this partnership and remains committed to transparency, accountability, and strong communication with the district and the community.

The petition also details the systems in place to support all students, including students with disabilities and English learners. University Preparatory School works closely with the appropriate special education agencies to ensure students receive the services they need, and it provides targeted support to help English learners succeed academically.

Finally, the school maintains strong financial oversight and accountability. University Preparatory School follows all public school financial requirements, including annual independent audits and responsible fiscal management.

Through its academic program, strong performance, and commitment to responsible governance and student support, University Preparatory School continues to provide a high-quality public education option for families in the community. Approval of this charter renewal will allow the school to continue serving students and families while building on the strong foundation established during its previous charter terms.

## **AFFIRMATIONS AND DECLARATION**

- CTC Credentialing clean-up language for clarification
- Legal requirements following legislative action since previous renewal (July 1, 2018 -Current)
  - ED Code 4760(e)(4)(A-D)
  - ED Code 47604.1 (Section 1090)
  - Government Code 81000

## **Successes and Accomplishments of prior Charter Term 2018-2026**

- Updated narrative

## **Charter Renewal Criteria (Pages 7-9)**

- Updated to align with statute (AB 1505)
- Request for Charter Renewal Term of 7 Years based on renewal criteria (AB 1505)

## **Learning Environment (Updated details to reflect current practice)**

- A supportive and collaborative educational climate
- A rigorous curriculum with high expectations for all students and an explicit focus on college preparation
- A learning environment that is physically and emotionally safe
- A strong connection with the community
- Assessment that is clear and transparent and used both formatively to inform instruction and summative to assess mastery of essential standards

## **Plan for Students who are Academically Low-Achieving (Updated details to reflect current practice)**

## **Plan for Students who are Academically High Achieving (Updated details to reflect current practice)**

## **Methods of Measuring Pupil Progress (Updated details to reflect current practice)**

- School-wide Student Goals
- Measurable Academic Outcomes
- Graduation Requirements

## **Health and Safety Procedures**

- Legal updates

## **Student Population Balance**

- Legal Updates and Clarification – Emphasis on Outreach

## **Admissions Policies and Procedures**

- Updated to provide clarity on Lottery Process and Preferences (#2 & #4)

## **Annual Independent Financial Audits**

- Legal Updates and Clarification of Procedures

## **Suspension and Expulsion Procedures**

- Legal updates

**UNIVERSITY PREPARATORY SCHOOL  
Charter Renewal Petition**

**Submitted to Shasta Union High School District  
On March 12, 2026  
for the Term July 1, 2026 – June 30, 2033**

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## APPENDIX

Appendix A: U-PREP/SUHSD Board Reports (2012-2013, 2013-2014, 2015-2016, 2016-2017)

Appendix B: U-Prep Student/Parent Handbook, 2017-2018

## AFFIRMATIONS AND DECLARATION

University Preparatory (“University Preparatory School,” “U-Prep,” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including, but not limited to:

- University Preparatory School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- University Preparatory School declares that it shall be deemed the exclusive public school employer of the employees of University Preparatory School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- U-Prep shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- U-Prep shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- U-Prep shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- U-Prep shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or that student’s parents or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- U-Prep shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).
- U-Prep shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- U-Prep shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and

regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(1)]

- U-Prep shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquiries about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment, [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* (“CPRA”).
- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 (“FERPA”).
- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”).
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 (“Section 1090”).
- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* (“PRA”).
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

## INTRODUCTION

Shasta Union High School District approved the initial charter of University Preparatory School in 2004 with instruction beginning in August 2004. Since then the administration, staff, and Board of University Preparatory School have worked closely with SUHSD leadership to establish and ensure the high quality of education at the Charter School.

## SUCSESSES AND ACCOMPLISHMENTS OF PRIOR CHARTER TERM: 2018-2026

During the 2018–2026 charter term, University Preparatory School (U-Prep) maintained a strong record of academic excellence, earned significant state and national recognition, and continued to strengthen programs that support student success.

### Accreditation and Recognition

In 2021, U-Prep received a six-year “clear” accreditation from the Western Association of Schools and Colleges (WASC), the highest level of accreditation awarded. The visiting team also awarded the school the highest possible score in all 20 areas of examination—an uncommon distinction that reflects the strength of U-Prep’s academic program and organizational practices.

The school was also recognized as a California Distinguished School for 2023, 2024, and 2026. In 2026, U-Prep was recognized as Achievement Gap Closers and Exemplary High Achievers.

### Academic Excellence and College Readiness

Throughout the charter term, U-Prep students consistently performed well above local, state, and national benchmarks.

- **Standardized Testing:** PSAT exams were provided at no cost to all 8th, 10th, and 11th grade students. Scores remained consistently higher than both state and national averages. State assessment results also remained significantly above local and statewide averages.
- **Advanced Coursework:** U-Prep continued to expand rigorous academic opportunities. Several Advanced Placement courses were paired with dual-enrollment college courses, allowing students to earn both high school and college credit. Enrollment and success rates across these courses remained strong.
- **College Eligibility:** U-Prep maintained high UC/CSU A–G completion rates, reflecting the school’s sustained focus on preparing students for postsecondary success.
- **Advanced Placement:** Participation and performance on AP exams remained strong, demonstrating students’ ability to succeed in college-level coursework while in high school.

### California School Dashboard Performance

U-Prep’s performance on the California School Dashboard reflects strong outcomes across multiple indicators. In both 2023 and 2024, all indicators were rated in the Blue or Green performance levels, with all standards met.

### Program Development and Student Support

During the charter term, the school continued to strengthen programs designed to support students academically and socially.

- **New Programs:** U-Prep expanded its dual enrollment offerings for high school students. U-Prep also partnered with Shasta College under the California College and Career Access Pathways

(CCAP) agreement. These opportunities allow students to earn college credit while still in high school and provide greater access to early college coursework. The school also introduced a junior high career exploration elective designed to help younger students begin thinking about future academic and career pathways.

- **Instructional Improvements:** To strengthen instruction and improve student outcomes, U-Prep added a site literacy coach who provides targeted academic support for students while also working with teachers on instructional practices and the analysis of assessment data. Additional math supports were also expanded with the introduction of an Algebra Math Lab to provide students with structured assistance and skill development in mathematics.
- **Student Support:** In addition to the school's broader student wellness programs, U-Prep contracted with a licensed marriage and family therapist (LMFT) who is on campus two days per week to meet with students and provide individualized social-emotional support services.
- **School Climate:** U-Prep maintained a safe and orderly school environment throughout the charter term, with consistently low suspension rates and no expulsions.

### **Strategic Planning and Community Engagement**

U-Prep continued to engage staff, students, parents, and the Board in meaningful planning and reflection. A comprehensive self-study process culminated in the development of a Schoolwide Action Plan in December 2020. This work helped ensure alignment between the school's mission, its WASC Student Learning Outcomes, and the priorities outlined in the Local Control and Accountability Plan (LCAP). U-Prep is currently in the process of WASC renewal with the self-study process taking place during the 2025-2026 school year and the site visit in October 2026.

### **CHARTER RENEWAL CRITERIA**

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of the charter renewal a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard ("Dashboard"), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 created a three-tiered system of evaluating charter school's performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has a unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the California School Dashboard (the "Dashboard") and Education Code Section 47607.2(b).
- The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only
- Academic: grades three through eight, and grade eleven – English Language Arts/Literacy and Mathematics

Based on the most recent two years of Dashboard data (2024 and 2025 Dashboards) the Charter School has merited the high performing category as determined by law. U-Prep achieved this designation through “Criterion 2,” as demonstrated below.

A charter school in the high-performing category is eligible for up to a seven-year renewal term, which we believe U-Prep has earned.

#### Dashboard Performance Renewal Criteria – High Performing

Education Code Section 47607(c)(2)(A) states:

The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

- i. The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels. [Criterion 1]
- ii. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average. [Criterion 2]

Indicator	2024 U-Prep	2024 State	2025 U-Prep	2025 State
<b>ELA</b>	Green	Orange	Blue	Yellow
<b>Math</b>	Green	Orange	Green	Yellow
<b>EL Progress</b>	No color	Orange	No color	Yellow
<b>CCI</b>	Blue	Yellow	Blue	Green
<b>Suspension Rate</b>	Blue	Green	Yellow	Green
<b>Chronic Absenteeism</b>	Blue	Yellow	Yellow	Yellow
<b>Graduation Rate</b>	Blue	Yellow	Blue	Green

Academic Indicator	2024			2025		
	School Status	State Status	Result	School Status	State Status	Result
ELA	36.9	-13.2	Higher	58.5	-8.1	Higher
Math	8.8	-47.6	Higher	15.2	-42.4	Higher
EL Progress	No color	45.70%	No comparison	No color	46.40%	No comparison
CCI	90.20%	45.30%	Higher	96.70%	51.70%	Higher

Indicator	Student Group	2024			2025		
		School Status	State Status	Result	School Status	State Status	Result
ELA	SED	27.1	-40.9	Higher	43.1	-35.3	Higher
	Hispanic/Latino	37.1	-39.3	Higher	68	-33.7	Higher
Math	SED	-10.9	-78.2	Higher	-10.5	-72.9	Higher
	Hispanic/Latino	-0.7	-79.2	Higher	22.3	-73.6	Higher
CCI	SED	86.30%	37.40%	Higher	94.50%	44.80%	Higher

Consistent with the definition in law, for all measurements of academic performance, U-Prep received performance levels (i.e., colors) schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average (i.e., DFS). Given the Charter School’s history of excellent academic achievement and clean operations, U-Prep respectfully requests a seven-year charter term.

**EDUCATIONAL PHILOSOPHY AND PROGRAM**

*Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(5)(A)(i).*

*The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals, A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).*

*If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(c)(5)(A)(iii).*

## ***Mission***

University Preparatory School is an educational community invested in developing confident, capable, and compassionate citizens; its mission to immerse all students in rigorous academics and meaningful extra-curricular activities" is supported by a collaborative and close-knit community of staff, students, and parents and is based upon educational research and professional experience. The faculty and staff work together to provide students with many opportunities to excel academically and develop their potential as educated leaders and citizens in the 21st century through a rich and varied extra-curricular program. This vision is supported by offering a seven period day to students from grades 6 through 12 so that they may pursue academic interests, such as studying multiple world languages or continue their development in the arts, including dance, drama, art, and music. The objective of this mission is to enable all students to become self-motivated, competent, and lifelong learners.

To accomplish this mission, U-Prep's Board, administration, faculty, and staff will:

1. Create a learning environment in which teachers know the needs, interests and aspirations of their students
2. Provide the foundational and advanced skills in academic areas through an engaging and rigorous college preparatory curriculum
3. Maintain a commitment to researching and utilizing promising educational practices and designing relevant, standards-based curriculum
4. Provide opportunities for academic acceleration or intervention through assessment and correct placement in courses
5. Analyze data to inform and guide instructional strategies and curriculum development
6. Foster ongoing engagement with parents, families and community members
7. Create a learning community among teachers, administrators, and other school leaders that emphasizes collaborative professional learning
8. Enable students to become self-motivated, competent, and life-long learners

## ***Target Student Population***

All students in California are eligible to apply for admission to a charter school. Generally, U Prep will draw grades 6-12 students from Shasta and contiguous counties and will provide information to all interested students and families, seeking a student population that represents the area's diversity in terms of ethnicity, socio-economic status, linguistic background, and nationality. Many students living in Shasta and contiguous counties face obstacles to attending college or pursuing their career goals. For some, these include language barriers, lack of resources, poor study habits, and limited success in mastering academic skills. High school students, struggling to fit an increasing number of college-prep classes into a six-period day, cannot find room in their schedules for the range of elective classes that would allow them to explore their own personal passions and discover their unique talents. Still others prefer a smaller, more personalized learning environment than that provided by a large comprehensive high school. U Prep's educational program is based on the instructional needs of this diverse population: students who are looking for greater academic challenge, more academic support, a more connected environment, and more opportunities to explore elective choices.

## ***What it means to be an "Educated Person" in the 21<sup>st</sup> Century***

Because one of the most fundamental characteristics of the new millennium is ever-accelerating change,

it is essential that students not only learn, but learn *how* to learn. The educational program of U-Prep has been designed to help students become critical thinkers, motivated learners and problem solvers. Beginning in sixth grade, students are taught a challenging math, science, history and language arts curriculum designed to equip them with the knowledge and skills they need for postsecondary success. This core curriculum is supplemented by a body of advanced academic classes, elective classes and enrichment experiences, including class trips that involve cross curricular learning, hands on experiences, and opportunities to visit public and private universities and colleges.

Currently the California content standards form the basis of the students' educational program, and define the general academic skills important for an educated person. These include the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Standards, English Language Development ("ELD") Standards, and the remaining State Content Standards (hereinafter, collectively "State Standards"). U-Prep is accredited by the Western Association of Schools and Colleges.

For students who may need additional time and support to attain those State Standards, U-Prep has programs and classes designed to assist the struggling student, including study halls, tutorials, peer mentoring and peer tutoring. In addition to its commitment to academic excellence, U-Prep assists students in valuing and attaining specific skills and personal attributes; these include intellectual curiosity, creative thinking, analytical ability, technological competence, self-confidence, empathetic action, and awareness of oneself as a member of a community, a diverse society, and an interconnected world. U-Prep challenges students to explore ideas, collect and organize information, think critically, and apply knowledge to real world situations. Students become self-motivated, curious and life-long learners.

### ***Learning Environment***

U-Prep's successful learning environment is based on an administration, faculty, staff, and parent community committed to nurturing student learning and academic and interpersonal achievement.

Some of the unique features of U-Prep's learning environment include:

#### ***A supportive and collaborative educational climate***

1. Faculty and staff take on multiple roles including coach, performing arts director, mentor, advisor, club sponsor, community service coordinator, and tutor.
2. Language arts and history teachers in grades 6-8 meet with students in two section blocks when credentialing and the master schedule allows for this to occur. Language arts and history teachers work in collaborative teams, which coordinate curriculum and instructional methodology across the three grade levels. Junior high English teachers and high school English teachers are implementing a curricular plan that aligns to AP expectations and is scaffolded to ensure access for all; corresponding rubrics are underway for all genres of writing, grades 6-10.
3. Teachers meet in grade level groups to discuss student needs and to coordinate theme days, class trips, field trips, and spirit activities.
4. Teachers collaborate on cross-curricular assignments, which integrate learning across subject areas.
5. Grades 6–8 students attend ASAP (Academic Support and Advisory Period) Tuesday–Thursday from 8:00–8:25 a.m., where they receive teacher-led academic support based on their needs. Students also participate in an Advisory class designed to assist with the transition to junior high, high school, and college; help students develop organizational and study skills; and support them in making positive

choices in their interpersonal interactions.

6. Grades 6-8 students have the option to meet with their teachers each Friday during Office hours from 8:00–8:25 a.m. for additional support and individualized assistance. Grade 9-12 have the option to meet with teachers for Office Hours 8:00-8:25a.m. Tuesday-Friday. Seniors meet weekly in a Senior Transition class to complete college applications, apply for scholarships and financial aid, and acquire the practical skills needed for college and beyond.
7. Counselors teach Peer Mentoring classes and train high school students in conflict mediation. These student mentors meet daily with junior high students and organize intramurals, games and other activities to foster friendships among the younger students.

### ***A rigorous curriculum with high expectations for all students and an explicit focus on college preparation***

1. All junior high students study Latin for a year in either 7th or 8th grade to improve their vocabulary and grammar skills, provide a foundation for future world language study, and boost their analytical skills. Students who complete Latin I in 8th grade may continue their study of Latin or enroll in another world language class, based on availability of spaces.
2. Beginning in 9<sup>th</sup> grade, all English and history curriculum is Advanced Placement or/Honors level.
3. Student placement in mathematics classes is based on assessment, and students are placed by ability level, not grade. Students must meet assessment and grade achievement standards in order to be recommended for advancement to the next level mathematics course.
4. The high school graduation requirements of U-Prep include all the UC/CSU recommended courses. U-Prep's goal is that all students will graduate having fulfilled the a-g coursework required for admission to the CSU or UC systems.
5. Students in grades 11 and 12 meet for Advanced Placement English and history classes in a block schedule on alternate days when the master schedule allows.
6. U-Prep endeavors to offer transferable college classes each semester on the Charter School campus through dual enrollment or other agreements with Shasta Community College. As of the 2025-2026 school year, U-Prep offers ten dual enrolled courses that span math, English, social science, world languages and science departments.
7. Course work is State Standards based, and texts are approved by the U-Prep Board and selected from the approved textbook lists of SUHSD and the California Department of Education.
8. Staff development includes training on accessing and disaggregating data, developing cross-curricular literacy skills, using both formative and summative assessment, and differentiated instruction.

### ***A learning environment that is physically and emotionally safe***

1. U-Prep's school-wide discipline plan focuses on supporting student learning and fostering social responsibility.
2. Programs such as Peer Mentoring, Link Crew, and our student rooting sections (Rage Cage) at our high school athletic events encourage connections across ages and promote a strong sense of

community.

3. U-Prep's school-wide safety plan addresses possible emergencies, and students participate in fire drills monthly, quarterly sound checks, and lockdown drills annually.
4. Administrators supervise the campus before and after school and at sports and other extra curricular events. Teachers supervise extracurricular events each quarter.
5. Staff members are invested in the students and the Charter School and frequently attend events, volunteer for additional duties, and assist colleagues with clubs and sports.
6. Issues such as bullying and cyber/tech matters are both systematically addressed through Advisory curriculum and dealt with as they occur by Charter School administration and counselors.

### ***A strong connection with the community***

1. Through leadership classes and service clubs, students will have the opportunity to participate in charitable and environmental projects.
2. Through partnerships with local businesses and organizations students will participate in field studies.
3. The Charter School provides many opportunities for parent engagement through events such as Parent Venture, Parent U Nights, Financial Aid Nights, Educational Foundation, Athletic Boosters, Musical Boosters, Music Boosters and Career Day.

### ***Assessment that is clear and transparent and used both formatively to inform instruction and summative to assess mastery of essential standards***

1. Success within in a course is defined by students' ability to demonstrate mastery on assessments.
2. Ongoing formative assessments are used to guide instruction, assess student mastery, and determine when re-teaching is needed,
3. Teachers provide information about class assignments as well as rubrics on their websites or through handouts.
4. Teachers post grades on Aeries in a timely manner.
5. Teachers respond timely to parent inquiries and requests for meetings.

### **Plan for Students Who are Academically Low-Achieving**

A student who does not maintain a 2.0 GPA may be placed on Academic Probation beginning the semester after the GPA falls below 2.0. All students will receive extra academic assistance, if necessary; however, the responsibility for studying and turning in work is the students. U-Prep will offer a variety of means to provide students the extra time and support needed to master the skills and knowledge necessary to meet the rigorous standards set forth by the Charter School. These will include differentiated instruction, targeted placement for both the Advisory and Tutorial periods) and embedded

interventions during the school day. Additionally, students may be referred to peer tutors, assigned to one or more study halls, and assigned to a math or reading lab.

### **Plan for Students who are Academically High-Achieving**

High achieving students will have the opportunity to accelerate their studies in mathematics, science, world languages and fine arts. Differentiated instruction will also address the needs of high achieving history and English students. Other opportunities for high-achieving students to accelerate their learning at a pace that is best for them can include community college or online university classes.

### **Plan for English Learners**

U-Prep will meet all applicable legal requirements for English Learners ("EL"), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The U-Prep will implement policies to ensure proper placement) evaluation, and communication regarding ELs and the rights of students and parents.

### **Home Language Survey**

U-Prep will administer the home language survey upon a student's initial enrollment into a California public school (on enrollment forms).

### **English Language Proficiency Assessment**

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California ("ELPAC"). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- **Initial Assessment ("IA")**  
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.
- **Summative Assessment ("SA")**  
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA assessments are administered in seven grade spans-K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In kindergarten and grade 1, all domains are administered individually. In grades 2-12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2<sup>nd</sup> grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows throughout the school year.

The IA testing window will be year-round (July 1-June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1-May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window,

U-Prep will notify all parents of its responsibility for ELPAC testing and of ELPAC results within 30 days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing,

### **Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

### **Strategies for English Learner Instruction and Intervention**

To ensure success in the mainstream English classrooms, U-Prep may utilize the following strategies for

English Learners:

- Provide teachers with information about their students' English Language Development ("ELD") levels, and information about instructional strategies most appropriate for the different levels
- Provide staff development on differentiated instruction for English Learners as needed
- Promote the active involvement of the parents of English Learners
- If the Charter School hosts more than 21 English Learner students, an English Learner Advisory Committee ("ELAC") will be developed to provide input into U-Prep's EL program
- Provide written and oral translations of school documents for parents
- Teach parents how to support their students at U-Prep
- Additional ELD instruction will be provided by a designated teacher during a lab or study hall period. Alternatively, and if it is mutually agreeable and best serves the needs of students and the host site, U-Prep may develop an agreement with its authorizer or other educational services provider for ELD services.

### **Monitoring and Evaluation of Program Effectiveness**

U-Prep evaluates the effectiveness of its education program for ELs by:

- Adhering to U-Prep's adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

### **Plan for Students with Disabilities**

U-Prep believes that all students, including those with disabilities, have the right to participate in free appropriate public education ("FAPE") pursuant to Education Code Section 56000. U-Prep will work in cooperation with SUHSD and the Shasta County Special Education Local Plan Area ("SELPA") to provide special educational instruction and services for qualifying students to ensure them of the right to an appropriate educational opportunity to meet their unique needs.

U-Prep will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, the ADA, the IDEA, and Section 504. All students will be given equal access to the Charter School, regardless of their disabilities, and U-Prep will not discriminate against any student based on his or her disabilities in accordance with the requirement to provide FAPE. Pursuant to federal requirement of Least Restrictive Environment ("LRE"), all the students with exceptional needs will be educated within the general education program unless due to the nature or

severity of the disability, proper education cannot be achieved satisfactorily even with the use of supplementary aids and services.

U-Prep is categorized as a public school of the District in accordance with Education Code Section 47641(b), for purposes of providing special education services to its students. U-Prep has entered into a Memorandum of Understanding ("MOU") with SUHSD, which delineates the operational and financial relationship between the parties for the provision of special education services, including referral, assessment, instruction, and due process. Should U-Prep enter into a MOU with an alternative SELPA, it will include, pursuant to California law that U-Prep receives its equitable share of special education funding and/or services to support the educational needs of students with disabilities, including those who have a disability as defined by Section 504, enrolled in the Charter School. U-Prep shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures, and shall use utilize appropriate SELPA forms.

U-Prep will be solely responsible for its compliance with Section 504 and the ADA.

### **Student Study Team**

U-Prep will utilize a Student Study Team ("SST") process in fostering collaboration between the Charter School and the home to facilitate maximum student success.

### **Section 504/ADA**

It will be the responsibility of the SST/504 Team to determine appropriate accommodations for disabled students. All facilities of the Charter School shall be accessible for all students with disabilities in accordance with the ADA. Any issues with ADA compliance shall be mutually addressed by the Charter School and the host site.

### **Implementing Student IEPs**

It is the intent of U-Prep to provide a free appropriate public education for all students with disabilities in the least restrictive environment. To do this, U-Prep facilitates provision of special education services to students with disabilities in general education classrooms consistent with the Individualized Education Program ("IEP") of the student. SUHSD provides a resource teacher to work with mainstreamed special education students. The resource specialist and special education paraprofessional, along with District itinerant special education staff (such as speech therapists and school psychologists), will assist students and teachers with intervention strategies and be the case manager for implementing IEPs. The resource specialist will incorporate student IEP goals into the learning expectations to ensure all students benefit from the educational program at U-Prep.

### **Informing Parents/Guardians**

The Charter School will inform parents of high school students about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. This information will also be provided to parents through the U-Prep Student/Parent Handbook and Course Guide (accessible on the Charter school website), and at parent information meetings held the semester before the student enrolls at the Charter School (e.g. Information Night). Both the junior high and high school counselors are available to meet with prospective students and parents/guardians.

## **Curriculum and Instructional Model**

A copy of the School Accountability Report Card ("SARC"), which identifies the curriculum utilized by the Charter School, is on file with the District.

## **Charter School Goals and Actions to Achieve the Eight State Priorities**

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available on our website at <https://www.uprep.net/pdf/document%20download/LCAP/U-Prep%20Annual%20LCAP%20Update%202025.pdf>. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of the nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

## **MEASURABLE PUPIL OUTCOMES**

*Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes" for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060 that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B).*

### **Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities**

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), and as addressed above in Element 1, a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available on our website at <https://www.uprep.net/pdf/document%20download/LCAP/U-Prep%20Annual%20LCAP%20Update%202025.pdf>. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of the nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

## **METHODS OF MEASURING PUPIL PROGRESS**

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(c)(5)(C).*

The Charter School is committed to graduating students who are prepared for college, career, and citizenry. Graduates will have the attributes that support lifelong learning and positive citizenship: intellectual curiosity, analytic ability, creative thinking, self-confidence, self-awareness of personal talents and skills, an understanding of their potential as a contributing member of society, and empathic action. So that faculty, students, and parents may assess student progress towards these goals, we identified the following Schoolwide Student Goals, Graduation Requirements, and measurable Student Academic Outcomes, aligned to the Charter School's mission.

### **School-wide Student Goals**

A U-Prep Student Will:

- **Demonstrate Leadership**

Effective leaders demonstrate initiative and a strong work ethic.

Effective leaders communicate and listen in a collaborative environment.

- **Apply a Growth Mindset**

Growth mindset learners demonstrate personal responsibility in the face of challenges.

Growth mindset learners embrace obstacles as an opportunity to learn and grow.

- **Engage in Critical Thinking**

Critical thinkers demonstrate innovation in problem solving and effectively utilize a variety of resources.

Critical thinkers adapt to challenges with determination and integrity.

- **Contribute to Their Community**

Positive contributors effectively collaborate, demonstrate empathy, and develop productive working relationships.

Positive contributors navigate social, personal, and digital communities in a responsible manner.

### **Measurable Academic Outcomes**

Sixth through eighth grade students demonstrate proficiency in English/Language Arts, mathematics, science, and history as determined by multiple measures: state standardized testing (CAASPP/SBAC), benchmark testing, and academic grades. Students will study and show improvement in:

- **English/Language Arts** including expository reading and writing, academic vocabulary, grammar, and linguistic development; these skills will be measured by teacher evaluation, standardized tests and ongoing written and online diagnostic assessments. Scaffolded AP rubrics for selected genres of writing will be used to assess and monitor progress towards proficient writing.

- **Mathematics** including emphasis on mastery of concepts and skills, frequent formative assessment, and summative assessments for placement, advancement, retention; multiple measures will be used to evaluate progress including benchmark assessments, teacher evaluation, state assessments, academic grades and end of course exams. The U-Prep Mathematics Placement Policy outlines the process and procedures associated with placement.
- **History** including knowledge of ancient world and United States history as measured by authentic assessments, writing assignments, and quizzes and tests.
- **Fine Arts** including music, art, drama, and dance, measured by teacher evaluation and participation in fine arts activities such as co-curricular performances and competition.
- **Science** Specific Earth, Life and Physical Sciences measured by benchmark assessments academic grades, significant labs and projects, performance based research, and other summative assessments.
- **Health/Physical Education** including sports, nutrition, and fitness measured by ongoing fitness assessments and the yearly National Physical Fitness exam; in grade seven the test is reported and compared to district, state and national results. Students in grades 6th, 7th, and 8th grade may take Dance in lieu of PE.
- **Elementary Latin** (7th grade) including two levels: Prep Latin or Latin I measured by grades, teacher evaluation, and progression to a higher level. Most 7th grade students take Prep Latin, 7th grade students enrolled in intervention/remediation may postpone enrollment in Prep Latin by one year; as such, Prep Latin would replace Latin 1 as the 8<sup>th</sup> grade graduation requirement.
- **Latin I** (8<sup>th</sup> grade) measured by grades, teacher evaluation, and progression to a higher level. *All* eighth graders must complete Latin I, with the exception of students placed in remedial mathematics and/or language arts programs. Eighth graders who complete Latin I in seventh grade may petition to begin a modern language.
- **Reading skills** across all disciplines, measured by formative, diagnostic assessments, school-based benchmark tests and performance on state and national standardized tests.
- **Test-taking and study skills** including study halls and tutorials measured by individual improvement in skills and improved achievement across academic disciplines..
- **Targeted tutorials** are available to students; improvement is measured by improved achievement across the curriculum as well as mastery of identified standards.
- **Leadership and communication skills** measured by improved discipline and attendance data and increased participation in activities.

Ninth through twelfth grade student outcomes are based on state and District graduation requirements and on the a-g requirements of the University of California. The diploma requirements are equivalent to those SUHSD courses which meet either the required or recommended classes for UC/CSU admission. Many students will take additional standardized tests including national tests such as the PSAT/NMSQT, SAT and ACT tests, and AP exams.

**Eighth Grade Graduation Requirements** Students wishing to participate in the Eighth Grade Graduation ceremony must have earned at least a 2.0 GPA and no failing grades for the second semester.

**Course/Subject Area Requirements:**

8<sup>th</sup> English Language Arts

8<sup>th</sup> U. S. History

8<sup>th</sup> Physical Science

Latin I or II (**Note:** Requirement may be Prep Latin if the student was placed in an academic support class)

Math: Honors Math 8, Accelerated 7/8, Algebra, Geometry, or Algebra II

Physical Education or Dance

Academic Support and Advisory Program (ASAP)

**High School Graduation Requirements**

**Course/Subject Area Requirements:**

**Students must pass courses in these subjects and earn 250 credits to graduate**

Subject Area	Years/Credits	Specific Criteria
English	4 Years / 40 Credits	
Mathematics	3 Years / 30 Credits	Completion in Grades 9-12
Science	2 Years / 20 Credits	Life and Physical Lab Science Required
Social Science	4 Years / 40 Credits	
Physical Education	2 Years / 20 Credits	
Foreign Language	2 Years / 20 Credits	Completion in Grades 9-12 Same language required
Visual and Performing Arts	1 Year / 10 Credits	
Electives	70 Credits	

**Performance Requirements: (Skills satisfied in other classes)**

Senior Transition	1 Year Course During Senior Year
Health	Satisfied by Biology/Freshman Physical Education

**TOTAL CREDITS REQUIRED: 250 credits**

**California College and Career Access Pathway (CCAP)- FOR SENIORS ONLY**

Seniors on a CCAP Agreement with Shasta College will have a minimum of 230 credits required to graduate. Seniors not on a CCAP Agreement have the option to take an online course in Senior Life Skills.

**NOTE:** Seven periods offered per day (plus Senior Transition) through the senior year. Five units of credit per semester are earned when a student passes one class. All graduates must demonstrate a minimum competency in reading, writing, and mathematics by school approved standards to measure proficiency. Credit requirements must be met prior to graduation to participate in graduation exercises.

## **IV. GOVERNANCE STRUCTURE**

*Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).*

The Charter School is a directly funded charter school.

### **Charter School Board**

University Preparatory School, a public charter school in the Shasta Union High School District, is governed by its Charter School Board whose members have a legal, fiduciary responsibility for the continued well-being of the Charter School. The U-Prep five (5) member School Board is composed of a broad cross-section of the Charter School community including parents, professionals, and community leaders. All meetings, agendas and minutes are posted on the Charter School website and the agendas are physically posted at the Charter School. Parents are actively involved in the Charter School Board's decision-making process, and at least one parent is represented on the Board. The University Preparatory School Board holds meetings in public and follows the Brown Act and Education Code Section 47604.1.

Additionally, the U-Prep Board reviews and approves school goals, which are developed by the administrative team, with staff, student, and parent input. The academic goals are based on student achievement data such as standardized test scores, attendance rates, surveys, etc. The U-Prep Board approves the course of study, adopts the Charter School's standards-based textbooks, and creates policies that hold students to a high standard of behavior and achievement; the Board also approves all contracts, manages the Charter School's fiscal affairs and approves the Charter School's staff. The charter document, admission policy, Student/Parent Handbook, Course Guide, Staff Handbook, and Board Bylaws are reviewed, and changes are approved annually. Material revisions to the charter, approved by the U-Prep School Board, are also taken to the SUHSD Board for approval.

### **Selection and Requirements of Charter School Board Members**

Vacancies on the Charter School Board are advertised, and candidates are interviewed by the current Board members, who also choose new members. Board members serve four (4) year terms, and the terms are staggered so that no more than two (2) vacancies can occur at the same time. Board members will be required to comply with Section 1090 and the Political Reform Act. The Charter School shall also comply with the Public Records Act and Education Code Section 47604.3. All meetings of the Board shall comply with the Brown Act and Education Code Section 47604.1.

## **V. EMPLOYEE QUALIFICATIONS**

*Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(c)(5)(E).*

The Charter School recruits and hires professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. Employees meet specific qualifications for employment as outlined in job descriptions. All requirements for employment set forth in applicable provisions of law will be met, including but not limited to credentials, as necessary.

### **Teachers**

University Preparatory School shall ensure that all teachers meet the requirements for employment set forth in Education Code Section 47605(l). Teachers in the Charter School shall hold the CTC certificate, permit, or other document required for the teacher's certificated assignment. All courses that meet the University of California "A-G" requirements for college admission are taught by appropriately credentialed teachers.

Competency may be demonstrated by passing a rigorous State academic subject test in each of the relevant subjects; successful completion of the academic subjects of the relevant major or coursework equivalent to an undergraduate academic major; or possession of a graduate degree.

The Charter School may also develop adjunct or part-time staff consisting primarily of retired teachers, subject-area experts, and community members. All adjunct staff possess experience and expertise appropriate for their duties within the Charter School. Further, all adjunct staff and new-hires are mentored by existing staff and provided training. Qualified, appropriately credentialed college instructors may teach on-campus courses that meet UC/CSU general education or elective requirements. Staff development supports school safety, student achievement, innovative curriculum and instructional strategies, and school culture.

## **VI. HEALTH AND SAFETY PROCEDURES**

*Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

- (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- (ii) The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3. Education Code Section 47605(c)(5)(F). Education Code Section 47605(c)(5)(F).*

University Preparatory School will, at a minimum, comply with charter school requirements in law and current standards and policies for health and safety as well as federal Americans with Disabilities Act access requirements, and other applicable fire, health, structural safety requirements. To ensure the health and safety of its students and staff, University Preparatory School has implemented, where relevant, the same comprehensive set of health, safety, and risk policies as SUHSD. They address but are not limited to the following topics:

- 1) Requiring criminal background checks of all employees prior to employment, as well as contractors and volunteers working with students outside of the direct supervision of an employee, as per Education Code Sections 44237, 44830.1, and 45125.1.
- 2) Role of staff as mandated child abuse reporters and compliance with applicable training pursuant to Education Code Section 44691.
- 3) Tuberculosis risk assessment and examination as required by Education Code Section 49406.
- 4) Prevention of contact with blood-borne pathogens.
- 5) Training of instructional and administrative staff in emergency response, and adhering to the Emergency Preparedness Handbook.
- 6) Immunizations of students and documentation of required records of immunizations of students and staff, in compliance with public school mandates, including Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Sections 6000- 6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.
- 7) Administration of prescription drugs and other medicines pursuant to Education Code Section 49423, and epinephrine auto-injectors and training pursuant to Education Code Sections 49414 and 49414.7.
- 8) Vision, hearing, and scoliosis screening as required and applicable to the grade levels served by the Charter School, pursuant to Education Code Section 49450, *et seq.*
- 9) Distribution of diabetes information sheet to the parent or guardian of rising 7th graders, pursuant to Education Code Section 49452.7.
- 10) Maintaining a student suicide prevention policy in accordance with Education Code Section 215.
- 11) The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.
- 12) The Charter School shall stock its restrooms with adequate supplies of menstrual products, as required by Education Code Section 35292.6.
- 13) the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use that has more than one female restroom and more than one male restroom designated exclusively for student use, as required by Education Code Section 35292.5.
- 14) The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or

reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

- 15) In compliance with Education Code Section 49056(b)(2)(C), students enrolled in grade 6 will receive physical education pursuant to the requirements of Education Code Section 51222.
- 16) The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).
- 17) If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*
- 18) The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5.
- 19) The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O).
- 20) The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).
- 21) The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.
- 22) Alcohol, drug, and smoke free schools and workplace.
- 23) Providing safe facilities which have been evaluated and found safe by a qualified structural engineer on possible seismic safety hazards, pursuant to Education Code Section 47610.
- 24) Maintaining a comprehensive anti-discrimination and harassment policies and procedures, including as required by Education Code Sections 231.5 and 231.6.
- 25) The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.
- 26) Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.
- 27) Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil’s LGBTQ+ identity to any other person without the pupil’s consent unless otherwise required by state or federal law. This provision shall not limit a parent’s ability to request school records on behalf of their child.
- 28) The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats.
- 29) At the beginning of the first semester annually, the Charter School shall distribute a notice to the parents/guardians of each student addressing California’s child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.
- 30) The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid

Factsheet for Patients.

- 31) The Charter School shall comply with the requirements of SB 88 (2023-24) inclusive of Education Code Sections 39875, 39877, 39878, and 39879, as applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services for students.
- 32) On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

University Preparatory School's Student/Parent handbook includes information on student behavior and discipline and school safety policies and procedures. These policies are incorporated by reference in the staff and student/parent handbooks and are reviewed yearly by staff and Board.

## **VII. STUDENT POPULATION BALANCE**

*Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by IDEA, on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).*

University Preparatory School's student recruitment strategy includes procedures that ensure U Prep will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils among its students that is reflective of the general population residing within the territorial jurisdiction of SUHSD. These procedures include, but are not necessarily limited to, the following:

- Enrollment timelines that allow for a broad-based application process.
- Development of promotional and informational materials that appeal to all of the various racial and ethnic groups represented in the community.
- Distribution of promotional materials across the District and County.
- Scheduling meetings with a broad variety of community groups that serve various racial, ethnic, and interest groups in the community.

It is a University Preparatory School Board priority to develop and cultivate relationships with leaders in local diverse communities. The desired outcomes of these contacts include identifying application and attendance barriers and seeking solutions for their removal.

## **VIII. ADMISSION POLICIES AND PROCEDURES**

*Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).*

The Charter School will be nonsectarian in its programs, admission policies, and all other operations. The Charter School will not charge tuition or discriminate against any student based on any of the characteristics listed in Education Code Section 220. No student will be denied admission to University Preparatory School on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

University Preparatory School actively recruits a diverse student population from families who understand and value the Charter School's mission and are committed to a small school community and university level preparation. Prospective students and their parents are given a copy of the Charter School's mission and student policies. Students and parents complete an application which includes a Lottery Preference Form and a Registration Form. Students may have the opportunity to meet with University Preparatory School teaching staff or sign up for a guided campus tour. Admission to the Charter School shall be open to any 6<sup>th</sup> through 12<sup>th</sup> grade student in Shasta County or adjacent counties who has completed the application process. Students must be at least 10 years old by the first school day in August in order to enroll in 6<sup>th</sup> grade. Students admitted in grades 9-12 must be at least 13 years old by the first school day in August.

After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records<sup>1</sup>

## **Public Random Drawing**

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or "lottery") to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year.

Admission preference is given to students in the following order:

1. Siblings of students admitted to or attending the Charter School.
2. Siblings of Alumni
3. Children of the University Preparatory School employees.
4. Children of University Preparatory School Alumni
5. Residents of Shasta Union High School District. – AB 1505
6. Students who were on the waiting list for the prior school year.

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv). Parents who wish to exercise one of these preferences must apply for their students in the first enrollment period, which begins in December and ends in February.

University Preparatory School's administration determines the open enrollment period and makes a public announcement of the open enrollment deadline online, in local media, as well as on application forms. Completed applications must be received by the open enrollment deadline to be considered in the lottery. If University Preparatory School is undersubscribed at the end of the open enrollment deadline, all applicants will be admitted.

If University Preparatory School *is* over-subscribed at the end of the open enrollment period, then all applicants will go through a lottery, with the admission preferences listed above, to determine admission.

The lottery is a system for random public selection of applications that identifies students for admission and generates the Charter School's waiting list. During the lottery process all completed applications submitted during the open enrollment period are publicly drawn consistent with the admission preferences listed above, until capacity is reached, and the remainder of applicants are placed on a waiting list in accordance with their draw in the lottery. At lottery time, the lottery will proceed as follows for all applicants:

The Board will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Superintendent/Principal). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in

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<sup>1</sup> In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. Applications received after the open enrollment deadline will be held in abeyance for one or more subsequent lotteries, as needed.

After the lottery, families will be notified of their status. At that time, they should provide updated information (address, telephone number, etc.).

Throughout the school year, when an opening becomes available, the next student on the waiting list for the appropriate grade will be notified of his or her status and given two (2) days to respond with the intent to fill the slot. After that time; a student who does not respond will be moved to the bottom of the list and the next student will be notified. No student, currently enrolled in a local school, will be admitted to the Charter School after the fourth quarter has begun.

At the time of enrollment, parents and students sign a form indicating that they have read and understood the philosophy, mission, handbooks, and policies of University Preparatory School, that they accept responsibility for the proper maintenance of school equipment and materials, and that they understand and agree to the "Computer Use Guidelines/Acceptable Use Policy" for online activities.

## **IX. ANNUAL INDEPENDENT FINANCIAL AUDITS**

*Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I).*

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Superintendent/Principal, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

University Preparatory School is in compliance with state rules and regulations regarding school finance. The Board has adopted FCMAT financial policies. Further, Charter School business practices include internal budget controls such as a yearly independent audit for Associated Student Body ("ASB") funds. The Board reviews and approves proposed budgets, first and second interim budgets, and the budget actuals; these budgets are also approved by the SUHSD Board. Charter School staff attend training seminars on topics related to school finance and attendance. University Preparatory School operates within its allocated budget, maintaining a funds balance of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations. University Preparatory School produces an annual School Accountability Report Card as required by Education Code.

## **X. SUSPENSION AND EXPULSION PROCEDURES**

*Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:*

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
  - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
  - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.**
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's education rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*
- (iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).*

University Preparatory School has established student behavioral expectations, and suspension and expulsion procedures as identified in the Student-Parent Handbook (see Appendix B).

### **Notice of Involuntary Removal**

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days

before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(g).

### **Homework Assignments During Suspension**

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 6 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

## **XI. RETIREMENT SYSTEMS**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(c)(5)(K).*

All eligible credentialed employees participate in the State Teachers' Retirement System ("STRS"). All non-certificated employees participate in the Public Employees' Retirement System ("PERS") and the federal Social Security system. The Superintendent/Principal shall be responsible for ensuring that appropriate arrangements for coverage are made.

## **XII. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L).*

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district transfer policies.

Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

### **XIII. EMPLOYEE RETURN RIGHTS**

*Governing Law: The rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(M).*

Previous SUHSD employees, who accept employment with University Preparatory School, do not have employment rights with the Shasta Union High School District, including any rights of return to the District after working at University Preparatory School.

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement.

## **XIV. DISPUTE RESOLUTION**

*Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).*

### **Disputes Between the Charter School and the District**

University Preparatory School will utilize the policies and processes of the District for resolving disputes between the Charter School and the District relating to provisions of the charter. All University Preparatory School staff, students, and parents are provided with such policies in the Student-Parent Handbook and Employee Handbook.

If SUHSD believes it has cause to revoke this charter, the District Board agrees to notify the Superintendent/Principal and the Charter School Board and grant the Charter School reasonable time to respond to the notice and take appropriate corrective action prior to revoking the charter. If corrective action fails to resolve the issue(s), the Charter School and the District agree to submit the matter to a mutually agreeable third party for a non-binding recommendation on how to resolve the matter in accordance with the terms of the charter.

### **Internal Disputes**

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedures, as required by state and federal law, respectively. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

## **XV. SCHOOL CLOSURE PROCEDURES**

*Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(O).*

Closure of the Charter School will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Shasta County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with FERPA. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office. to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and shall be distributed to another public educational entity. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## **XVI. MISCELLANEOUS CHARTER PROVISIONS**

### **LIABILITY INSURANCE**

University Preparatory School maintains liability insurance coverage for the Charter School site and employees.

### **TERM OF THE CHARTER**

The term of this charter shall begin on July 1, 2026 and expire on June 30, 2033.

### **AMENDMENTS**

The University Preparatory School Administrative Team may propose amendments to this charter. To be effective, any material revision to this charter requires approval of the University Preparatory School Board and SUHSD Board of Trustees.

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OPERATIONAL AGREEMENT AND  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SHASTA UNION HIGH SCHOOL DISTRICT AND THE  
UNIVERSITY PREPARATORY SCHOOL CHARTER SCHOOL, 2026-2033

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1. CHARTER GRANTED TO UNIVERSITY PREPARATORY CHARTER SCHOOL

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

2. PURPOSE OF THE MEMORANDUM

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

3. TERM

This agreement *will* be operative from July 1, 2026 through June 30, 2033. Renewal for succeeding years is subject to approval of the operating agreement by respective Boards.

4. AVERAGE DAILY ATTENDANCE

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

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

5. CALIFORNIA BASIC EDUCATION DATA SYSTEM (ENROLLMENT)

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

6. OTHER DATA

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

7. CHARTER FUNDING MODEL

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

8. "SUPERVISORIAL OVERSIGHT" DEFINED

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

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

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

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

#### 9. FACILITIES

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

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

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

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

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

#### 10. DISTRICT "ADMINISTRATIVE AND OTHER SERVICES"

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

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

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

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

11. BUDGET AND FINANCE

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

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

12. AUDIT

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

13. CASH FLOW

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

14. SPECIAL EDUCATION

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

15. EVALUATION OF EDUCATIONAL PROGRAM

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

16. STUDENT TESTING

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

17. COMPLAINT PROCEDURES

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

18. CONFORMANCE TO CHARTER

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

19. SCHOOL CLOSURE

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

20. CONSTRUCTION AND SEVERABILITY AMENDMENTS

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

21. SEVERABILITY

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

22. DISPUTE RESOLUTION

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

23. NOTIFICATIONS

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

To District at:

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

To School at:

University Preparatory School  
Attn: **Monica Cabral**  
2200 Eureka Way  
Redding, CA 96001

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

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

By \_\_\_\_\_

Owen Crosby, Superintendent  
On behalf of the Shasta Union High School District

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

By \_\_\_\_\_

Monica Cabral, Superintendent/Principal  
On behalf of University Preparatory School

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** First Reading – Draft Administrative Board Policies, Regulations & Exhibits

**PREPARER:** Owen Crosby, Superintendent

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

The District subscribes to the California School Boards Association (CSBA) Policy Manual Maintenance Program. Through this Program, CSBA provides sample policies and administrative regulations for adoption.

**REFERENCES:**

Draft policies were provided to the Board under separate cover. Copies may be obtained by contacting the District Office at (530) 241-3261.

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Trustee Assignments for Graduation Ceremonies

**PREPARER:** Owen Crosby, Superintendent

**RECOMMENDATION:**  Action  
 Discussion  
 Information

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

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

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Minutes from March 10, 2026 Regular Board Meeting

**PREPARER:** Owen Crosby, Superintendent

**RECOMMENDATION:**  Action  
 Discussion  
 Information

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



**SHASTA UNION HIGH SCHOOL DISTRICT  
REGULAR MEETING OF THE GOVERNING BOARD**

**Board Room  
2200 Eureka Way  
Redding, CA 96001**

**March 10, 2026  
UNADOPTED MINUTES**

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

ROLL CALL: Trustees Andrea Hoheisel, Luke Wilson, Mike Bridges, and Joe Ayer were present. Also present: Superintendent Owen Crosby, Associate Superintendent of Human Resources Jason Rubin, Associate Superintendent of Instructional Services Leo Perez and Associate Superintendent of Business Services David Flores.

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

The Board reconvened into open session at 6:30p.m. The Board had no action to report out from closed session. Trustee Hoheisel led the pledge of allegiance, and Trustee Wilson recited the mission and vision statements. This month's student artwork display is from Foothill High School.

RES. 26-036 That the Board approve the agenda, as presented. (Motion Bridges, second Ayer, carried 4-0)

RES. 26-037 That the Board approve the consent agenda, as presented. (Motion Ayer, second, Wilson carried 4-0)

RES. 26-038 That the Board ratify commercial warrants in the amount of \$2,792,639.08 and payroll distributions in the amount of \$4,427,009.37 for the period of 2/01/2026 – 2/28/2026. (Motion Ayer, second, Wilson carried 4-0)

RES. 26-039 That the Board approve the requests to declare property as surplus (FHS - pole vault, techno wood cnc, and speakers). (Motion Ayer, second, Wilson carried 4-0)

RES. 26-040 That the Board approve the updates to the Transportation Services Plan. (Motion Ayer, second, Wilson carried 4-0)

RES. 26-041 That the Board approve the curriculum proposal, as follows: AP Seminar for the English Department. (Motion Ayer, second, Wilson carried 4-0)

RES. 26-042 That the Board approve a request to declare property as surplus (IT – computers and peripherals). (Motion Ayer, second, Wilson carried 4-0)

RES. 26-043 That the Board approve the Human Resources Action Report. (Motion Ayer, second, Wilson carried 4-0)

RES. 26-044 That the Board approve the annual Certification of Athletic Coaches. (Motion Ayer, second, Wilson carried 4-0)

- RES. 26-045 That the Board approve the notification of non-reelection to probationary, temporary certificated staff, and long term substitutes for the 2026-2027 school year. (Motion Ayer, second, Wilson carried 4-0)
- RES. 26-046 That the Board approve the minutes for the February 10, 2026 Board meeting. (Motion Ayer, second Wilson, carried 4-0)
- RES. 26-047 That the Board excuse Trustee Mike Bridges absence from the February 10, 2026 Board meeting. (Motion Wilson, second Ayer, carried 4-0)
- RES. 26-048 That the Board approve the 2024-2025 Audit Report. (Motion Ayer, second Bridges, carried 4-0)
- RES. 26-049 That the Board approve the 2025-2026 Second Interim Budget Report. (Motion Bridges, second Ayer, carried 4-0)
- RES. 26-050 That the Board approve the Business Services Contract with Black Butte Elementary School District and Junction Elementary School District. (Motion Wilson, second Ayer, carried 4-0)
- RES. 26-051 That the Board approve the Modus Architect Service contract amendments for Transportation Yard. (Motion Bridges, second Ayer, carried 4-0)
- RES. 26-052 That the Board approve the Resolution Declaring Property as Exempt Surplus Land and Intent to Sell Property to the City of Redding. (Motion Wilson, second Bridges, carried 4-0)
- RES. 26-053 That the Board approve the Shasta High School Love the Pack Booster Club Auction Fundraiser. (Motion Bridges, second Ayer, carried 4-0)
- RES. 26-054 That the meeting adjourn. (Motion Ayer, second Bridges, carried 4-0)

**PUBLIC COMMENT:**

Redding FFA student Teaghan Furia provided an update to the Board on curriculum, a Valentines Day flower sale, the new greenhouse, National FFA Week and the work that had to be done to clean up the farm from the recent flooding.

Foothill FFA students Sydney Bauer, Westin Marchione, and Meredith Watt provided an update to the Board on competitions, Golden State Field Day, chapter meetings and the State Leadership Conference.

**RECOGNITION OF STAFF AND/OR STUDENTS:**

The Board of Trustees and Foothill High School (FHS) Principal Kevin Greene recognized the Varsity Girls' Basketball Team.

**PRESENTATION:**

Nutrition Services Director Tawny Cowell conducted a presentation to the Board, highlighting key performance indicators and program updates. She reported that overall meal sales are up 2% compared to last year. Survey feedback has guided recent improvements, including increased menu variety, rotating menus four times per year, and offering daily vegetarian options. Efforts are also underway to shorten lunch lines, including piloting special order systems to improve efficiency.

Ms. Cowell shared that after-school meals are being offered for the first time this year at Shasta High School (SHS) and Enterprise High School (EHS), serving approximately 150–175 students daily. She also highlighted the introduction of the mini food trucks, which currently serve 60–100 meals per day. Additional efforts include expanding nutrition education and increasing collaboration with Career Technical Education (CTE) programs.

In response to Board questions, Ms. Cowell noted that meals provided through the food trucks are a mix of freshly prepared and grab-and-go prepackaged items, with after-school meals primarily prepackaged to ensure quick service. She also explained that after-school meal service is not currently offered at Foothill High School (FHS) due to federal program eligibility requirements.

**REPORTS FROM SHASTA UNION HIGH SCHOOL DISTRICT ORGANIZATIONS:**

SSEA President Andrea Cota shared her enthusiasm as the association prepares to enter negotiations. She referenced the recent RTI survey results for the upcoming school year, noting strong participation from certificated staff. Dr. Cota highlighted key themes from the data, including concerns related to balancing teacher workload and the logistical challenges associated with implementation. She also emphasized the importance of building student buy-in and improving communication to ensure successful implementation moving forward. Dr. Cota expressed optimism about collaborating on next steps and acknowledged the continued hard work of staff.

ESP President Rhonda Minch was not present.

CSEA President Steve Hudson was not present.

**REPORTS FROM PRINCIPALS:**

Alternative Education: Tim Calkins reported that a cohort of faculty from Pioneer Continuation High School (PHS) and Shasta Charter Academy (SCA) recently attended an Aeries conference in Monterey, with expanded session offerings focused on alternative education. He also shared that staff at PHS participated in three days of training on the Wilson Reading Program, a Tier 3 reading intervention program. Mr. Calkins noted that PHS continues to strengthen supports across multiple areas, including math and social-emotional wellness.

Enterprise High School: Ryan Johnson recognized Syrus Rittmann who won 3rd place in 2D for the Shasta County Arts Council competition and commended Komal Mehmi and Litzy Carbajal-Lemus for receiving this year's nominations for the California Scholarship Federation's Seymour Award. He acknowledged the varsity boys' basketball program on making it to the section title game three years in a row. Mr. Johnson reported that Michelle Tegerstrand participated in the Principal for a Day Program and that staff plans to work with targeted students to improve CAASPP scores during flex time.

Shasta High School: Heath Bunton highlighted the recent blood drive, supported in part by the school's medical program. He also recognized student success in the Shasta County Arts Council competition. Tristan Moore earned 1st place in the 2D category, while Elliot Evans received 1st place in 3D, and Gracie Reinhardt placed 2nd in 3D. Additionally, Emelie Michiels was named the winner of the Kool April Nites T-shirt design contest. Mr. Bunton reported that the percentage of deficiency notices has decreased steadily from the first through the third quarter. Attendance data also shows improvement, with tardies down 30% compared to last year and overall attendance increasing by half a percent.

Foothill High School: Kevin Greene reported on targeted support efforts for struggling sophomores through a Tier 3 intervention model. In collaboration with counseling staff, the team has identified 22 students in need of additional support. The intervention includes dedicated flex time twice a week, during which 11 peer tutors provide academic assistance. Mr. Greene noted that student data will be reviewed again in four weeks to monitor progress and determine the effectiveness of the supports.

**REPORT FROM SUPERINTENDENT:**

Dr. Owen Crosby shared that he recently participated in the Leadership Redding Annual Education Day, where he was invited to serve on a panel discussing the future of education and highlighting the work of the District. He reported that he recently met with Redding Police Chief Brian Barner, expressing appreciation for the strong partnership with local law enforcement. He specifically thanked Chief Barner for his support during a recent student walkout at EHS, where additional SROs were coordinated to ensure student safety while respecting students' right to protest.

Dr. Crosby stated that student attendance is a key focus area, noting that consistent attendance is essential for student learning. An Attendance Forum will be held on March 25, where stakeholders will discuss strategies for improving attendance rates across the District. Dr. Crosby proudly announced that FHS has been recognized as a California Distinguished School by the California Department of Education. He extended congratulations to Principal Kevin Greene, staff, students, and the community for this significant achievement.

**TRUSTEE COMMENTS AND LIAISON REPORTS:**

Trustee Mike Bridges provided the Student Board Member reports for EHS Trustee Heaven Torrez and SHS Trustee Aiden Johnson since they could not attend tonight’s meeting.

EHS Student Board Member Heaven Torrez’s report commended those involved in Starship. Tickets for EHS Sober Grad are no longer being sold, and the senior class has finalized and selected their shirt design. Looking ahead, students are excited for the upcoming talent show and the opportunity to showcase their skills.

SHS Student Board Member Aiden Johnson’s report shared student updates, including the recent Buff Puff volleyball game, which brought strong participation and school spirit. He also highlighted the success of the girls’ soccer team, which advanced to the state level for the first time since 2018. The report also noted that spring sports are now underway.

Trustee Luke Wilson provided the Student Board Member report for FHS Student Board Member Ava Wilson who could not attend tonight’s meeting.

FHS Student Board Member Ava Wilson’s reported stated that students are looking forward to the talent show and the freshman formal. The track team is hosting a Veggie Relays fundraiser, along with the upcoming Sweet Elite track meet. The yearbook deadline is this Friday, as students finalize the publication for the year. The report commended Nate Day and Hudson Noel who are two of only 32 snowboarders selected to compete in the Wild Wild West race. FHS recently hosted a career fair and the baseball team had a strong showing at a tournament last weekend, finishing undefeated.

Trustee Luke Wilson commended EHS Music Teacher Alissa Gibbs on the *Starship Variety Hour* noting that it was fantastic.

**DISCUSSION:**

PUBLIC HEARING – Proposed Negotiations SSEA: At 7:21p.m., Trustee Hoheisel declared the meeting open to Public Hearing to provide interested parties an opportunity to speak on the initial proposal for negotiation between the District and Shasta Secondary Education Association (SSEA) for 2026-2027. There were no comments, and the public hearing was declared closed.

PUBLIC HEARING – Proposed Negotiations ESP: At 7:21p.m., Trustee Hoheisel declared the meeting open to Public Hearing to provide interested parties an opportunity to speak on the initial proposal for negotiation between the District and Educational Support Professionals Association (ESP) for 2026-2027. There were no comments, and the public hearing was declared closed.

2024-2025 Audit Report: David Flores reviewed the 2024–2025 Audit Report, which resulted in an unmodified opinion, indicating a clean audit. The audit letter also highlighted broader fiscal considerations, including declining enrollment, rising pension obligations, and the volatility of enrollment-driven funding. Despite these factors, the District is projected to remain financially sustainable for the next three to five years.

Two audit findings were identified. The first relates to financial reporting controls within the General Fund. Expenditures for buses purchased in 2023–2024 but received in 2024–2025 were initially recorded as a prepaid asset. Under the new auditor’s guidance, these should have been expensed. This adjustment will be reflected in the adopted budget. Incorrect reporting also involved the timing of transactions in the Cafeteria Fund and a prior-year cash reconciliation issue within the Charter School Fund. In both cases, entries were recorded in one fiscal year but should have been recognized in another. With the transition to a new auditor, these entries were reviewed, reversed, and corrected.

The second finding is an ongoing Associated Student Body (ASB) finding at EHS, related to inconsistent adherence to fundraising protocols. This is a repeat finding, and the District will work more closely with all ASB staff to provide guidance and ensure compliance.

Trustee Ayer stated that he spoke with Mr. Flores and Dr. Crosby for clarification on the findings and reported that overall, the District does a great job. Trustee Hoheisel inquired why the District switched auditors. David Flores explained that the change in auditors was part of a standard process. At the conclusion of a three-year

contract, the District issued a request for proposals. Multiple firms responded, and the selected auditor offered the lowest cost with the benefit of a fresh perspective.

Second Interim: David Flores conducted a presentation on the Second Interim Budget and stated that in comparison to the First Interim Budget revenues in total increased by \$2million, unrestricted funds increased by \$373,000, and restricted funds increased by \$1.7m. He reviewed the budget changes highlighting LCFF, federal, state, and local revenues. Mr. Flores explained the changes in expenditures covering salary/benefits, supplies/services/other, capital outlay, and other outgo. He reported that COLA is projected at 2.41%. Mr. Flores presented a multi-year projection broken down by restricted and unrestricted funds. The projected budget ending balance is \$26,767,352 for 2025-2026, \$20,510,391 for 2026-2027 and \$13,887,534 for 2027-2028.

Mr. Flores stated that the district is projected to deficit spend over the next two years, so it will be important to remain mindful and plan accordingly. Ensuring accurate ADA reporting will be critical to support reliable financial projections. The Governor has indicated potential one-time funding in 2026–27; however, this has not yet been included in the current projections, as more definitive dollar amounts are expected in May or June. Additionally, retirement savings remain lower than desired, so incorporating additional contributions should be considered. Mr. Flores stated that he will update the multi-year projections with the \$1.6 million audit adjustment in the adopted budget report in June.

Business Services Contracts: David Flores reported that current services are being provided to North Cow Creek and Pacheco schools. Junction and Black Butte schools have requested support beginning in July, and both sites have accepted contracts for services. To support this expansion, the District will need to add a position. The associated contract revenue will cover the cost of the additional staffing. As part of the support, a staff member will participate in the other district's Board meetings and the District will provide payroll services.

Transportation Yard: David Flores reported that Modus has responded to the RFP on the bond funded transportation yard project, which includes a full demolition of the existing facility and construction of a new one. The current concrete bus barn is original to the site and is undersized and cannot accommodate newer buses. Mr. Flores stated that the existing buildings at the current transportation yard will be demolished. Planned improvements include new fencing, lighting, relocation of the fueling station, and reconfiguration of the bus circulation pattern for improved traffic flow. The project is estimated at approximately \$10 million. Modus has demonstrated a clear understanding of the project scope and is interested in moving forward. The proposed timeline would begin construction in the summer, with an anticipated completion date of February 2027, though it could extend to June 2027.

Mr. Flores stated that the Shasta County Office of Education is constructing a new transportation facility and the District plans to lease their old site on Highway 273 since it will be vacant. This temporary site will be used to service buses and vehicles. Fleet vehicles will be distributed across sites since this site is too small to house the entire fleet.

Sale of Surplus Land: David Flores reported that the District owns two parcels totaling three acres located behind PHS across Overhill Drive. The District was previously unaware of this ownership until it was brought to our attention by the City about a year ago. The City has expressed interest in purchasing the property to rebuild a pump house located along the River Trail. Given the District's lack of use for the land and associated liability considerations, there is no interest in retaining the property. The proposed sale price is \$48,000. A third-party appraisal valued the property at \$40,000, and the higher sale price reflects recovery of administrative and legal costs. Mr. Flores stated that following approval of the resolution, the District will advertise the proposed sale in the paper for a three-week period. The purchase agreement will be brought forward for approval at the April meeting. The District is working closely with legal counsel and the City to ensure all required procedures and protocols are followed.

**ADVANCE PLANNING:**

Next Meeting Date: April 14, 2026

Suggested Future Agenda Items: Trustee Hoheisel asked the Board to email herself or Superintendent Owen Crosby if they have suggested agenda items.

**ADJOURNMENT:**

The meeting adjourned at 8:02p.m.

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Mike Bridges, Clerk  
Board of Trustees

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Owen Crosby, Executive Secretary  
Board of Trustees

*Bd. Min. 3-10-26//*

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Trustee Absence from the March 10, 2026 Regular Board Meeting

**PREPARER:** Owen Crosby, Superintendent

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**  
Board Bylaws and Ed. Code allow the Board to approve Trustee absences at Board meetings for reasons that are deemed acceptable.

**REFERENCES:**  
Board Bylaw 9250/Ed. Code 35120c

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Developer Fee Study Report

**PREPARER:** David Flores  
Associate Superintendent of Business Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

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

The District splits the fees 40%/60% with its feeder elementary districts. The Shasta Union High School District receives 40%, and 60% to the feeder districts. The new fees to be implemented will be effective June 13, 2026, and result in a square footage charge of \$2.15 (40 percent of \$5.38) per square foot for residential construction, and \$.35 (40 percent of \$0.87) per square foot for commercial/industrial construction with the exception of mini storage. Mini storage will be charged \$.07 per square foot. The new fees will become effective July 1, 2026.

The current fees allow the district to collect \$2.07 for residential construction, \$.34 for commercial/industrial construction, and \$.06 for mini storage.

**REFERENCES:**

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

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

**RESOLUTION NO. \_\_\_\_\_ (April 14, 2026, Regular Meeting)**  
**A RESOLUTION OF THE GOVERNING BOARD OF THE**  
**SHASTA UNION HIGH SCHOOL DISTRICT**  
**INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY**  
**GOVERNMENT CODE SECTION 65995 (b) 3**

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

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

WHEREAS, at its January 28, 2026, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$5.38 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.87 per square foot against commercial/industrial construction described in Government Code Section 65995(b)(2); and,

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

WHEREAS, if the Feeder Districts choose to collect no fees or less than their share of \$5.38, the Shasta Union High School District may collect their portion of the fee up to \$5.38. Fees collected between the two districts may not exceed the Level I statutory fee of \$5.38.

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$2.15 (40 percent of \$5.38) per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial/industrial development projects in the amount of \$0.35 (40 percent of \$0.87) per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.35 (40 percent of \$0.87) per square foot commercial/industrial justification and should be collected at the justified rate of \$0.07 per square foot.

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

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled April 14, 2026, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated February 11, 2026 (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
  - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
  - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
  - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
  - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$2.15 (40 percent of \$5.38) per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.35 (40 percent of \$0.87) per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.35 (40 percent of \$0.87) per square foot commercial/industrial justification and should be collected at the justified rate of \$0.07 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
  - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

- B. Any development project for which a final map was approved, and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
  - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
  6. Implementation. For residential and commercial/industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
  7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
  8. Commencement Date. The effective date of this Resolution shall be July 1, 2026, which is 60 days following its adoption by the Board.
  9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Shasta County and to the Planning Commission and City Council of the City of Redding, California.
  10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Shasta Union High School District this 14<sup>th</sup> day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President, Governing Board  
Shasta Union High School District

ATTEST:

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Secretary, Governing Board  
Shasta Union High School District

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Nichols, Melburg & Rossetto, Architect Services Contract Amendments

**PREPARER:** David Flores  
Associate Superintendent of Business Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

Nichols, Melburg & Rossetto (NMR) has submitted a proposal for architectural services for the Enterprise High School Culinary project. These architectural services consist of design services, including civil, structural, mechanical, and electrical engineering services normally required for a project. The project consists of a culinary classroom between 3,500 – 4,000 square feet to include both lecture (café style seating) area and culinary lab fitted with commercial appliances and gas cooktops, walk-in refrigerator, hydroponics wet-room, and outdoor BBQ area. Building will be modular construction with stem wall foundation.

The total compensation paid to the Architect for the project shall be \$222,000, pursuant to the following schedule:

Initial Payment	None
Upon Completion of:	
Schematic Design	20%
Design Development Phase	25%
Contract Documents Phase	25%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	18%
Close Out	<u>2%</u>
TOTAL BASIC COMPENSATION	100%

**The anticipated project schedule is as follows:**

Design Kick-off Meeting	March 25, 2026
Schematic Design	March/April, 2026
Design Development	May/June 2026
Construction Documents	June – September 2026
30% CD Milestone Meeting	June 24, 2026
60% CD Milestone Meeting	August 5, 2026
90% CD Milestone Meeting	September 2, 2026
DSA Submittal	September 16, 2026
DSA Submittal/Review	September 2026 – January 2027
DSA Approval	January 6, 2027
Bidding/Negotiating	January/February 2027
Construction	March 2027
Move In / Occupancy	August 2027

**AGREEMENT**  
**FOR**  
**ARCHITECTURAL SERVICES**  
**BETWEEN**  
**SHASTA UNION HIGH SCHOOL DISTRICT**  
**AND**  
**NICHOLS, MELBURG & ROSSETTO**  
**FOR**  
**ENTERPRISE HIGH SCHOOL**  
**CULINARY ARTS**

February 26, 2026

SHASTA UNION HIGH SCHOOL DISTRICT  
2200 Eureka Way Building 303  
Redding, CA 96001

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**AGREEMENT  
FOR  
ARCHITECTURAL SERVICES**

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This Agreement for Architectural Services ("Agreement") is made and entered into by and between the Shasta Union High School District, a California public school district (the "District"), and Nichols, Melburg & Rossetto (the "Architect"), with respect to the following recitals:

- A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1  
DEFINITIONS**

- 1.1 **Additional Services.** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
- 1.2 **Agreement.** "Agreement" shall mean this Agreement for Architectural Services.
- 1.3 **Architect.** "Architect" shall mean Nichols, Melburg & Rossetto, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.4 **Basic Services.** Architect's Basic Services consist of the design services, including civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.5 **Contract Documents.** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.6 **Contractor.** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District.** "District" shall mean the Shasta Union High School District, and its governing board members, employees, agents and authorized representatives.
- 1.8 **Project.** "Project" shall mean the work of improvement described in Article 3, and construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys and tests not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.

1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

## **ARTICLE 2 RETENTION OF ARCHITECT: STANDARD OF CARE**

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with a mutually acceptable project schedule as set forth in Attachment One to each Project Authorization. The schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect's reasonable control.

2.2 All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA") that are in effect as of the date of this Agreement. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

## **ARTICLE 3 DESCRIPTION OF PROJECT**

3.1 The Project concerning which such architectural services shall be provided is described as:

Culinary Classroom building between 3,500 – 4,000 sq. ft. to include both lecture (café style seating) area and culinary lab fitted with commercial appliances and gas cooktops, walk-in refrigerator, hydroponics wet-room, and outdoor BBQ area. Building will be modular construction with stem wall foundation.

The project is not intended to be split into multiple prime contracts.

## **ARTICLE 4 COMPENSATION**

### **4.1 Basic Services**

4.1.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Agreement, the total compensation paid to the Architect for the Project shall be:  
\$222,000.

The project is not intended to be split into multiple prime contracts.

This compensation shall be paid pursuant to the following schedule:

Initial Payment	None
Upon Completion of:	
Schematic Design	20%
Design Development Phase	25%
Contract Documents Phase	25%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	18%
Close Out	<u>2%</u>
TOTAL BASIC COMPENSATION	100%

Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by section 1.9, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

#### **4.2 Additional Services**

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in **Exhibit A**, or as otherwise specifically approved in writing in advance by District

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.

**4.3 Reimbursable Expenses.** Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expenses of Alliance2Build project management software.

4.3.4 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.5 If authorized in advance by the District, expenses of overtime work requiring higher than regular rates.

4.3.6 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

#### **4.4 Payment**

4.4.1 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.

4.4.2 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

4.4.3 Should District cancel the Project pursuant to section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.4.4 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

### **ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ARCHITECT**

#### **5.1 General**

5.1.1 Architect's Basic Services consist of the design services, including civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package

preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.8 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

## **5.2 Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the district in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection therewith.

### **5.3 Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

#### **5.4 Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

#### **5.5 Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility service-connected equipment and site work. Architect shall ensure that the

drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a sub consultant and other sub consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required.

5.5.4 After approval by the District and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

## **5.6 Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and District's written acceptance of Architect's final estimate of Project Construction Cost and Construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining of bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultant, requested by the District shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

## **5.7 Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance. Architect has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project. The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances. With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith. When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment

incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District

pays to, or cannot collect from, Contractor or any third party. The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.22 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

## **5.8 Close Out Phase**

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of Project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

## **ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as

otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 Providing financial feasibility or other special studies;

6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 Providing services made necessary by the default of the Contractor;

6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 Providing services of consultants for other than those listed as Basic Services in Sections 1.4 and 5.1.1.;

6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 Providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 7 RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

7.1 Pay all fees required by any reviewing or licensing agency;

7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 Furnish, at the District's expense, the services of a Project Inspector;

7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 Issue appropriate orders to Contractors through the Architect;

7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

## **ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less Two Million Dollars (\$2,000,000) General Aggregate, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, One Million (\$1,000,000) Person & Advertising Injury, One Million (\$1,000,000) Each Occurrence/Two Million Dollars (\$2,000,000) aggregate; Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising

out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.

8.4 At the time of making application for any extension of time, Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.

8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.6 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

## **ARTICLE 9 WORKER'S COMPENSATION INSURANCE**

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California.

9.2 If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

9.3 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

## **ARTICLE 10 ERRORS AND OMISSIONS INSURANCE**

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and

omissions insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000) per claim, \$2,000,000 annual aggregate, with a deductible in an amount not to exceed the sum of Seventy-Five Thousand Dollars (\$75,000).

10.2 Each of Architect's professional sub-consultants (including consultants of Architect s) shall comply with this Article, and Architect shall include such provisions in its contracts with them.

## **ARTICLE 11 COMPLIANCE WITH LAWS**

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

## **ARTICLE 12 TERMINATION OF AGREEMENT**

**12.1 Termination by District** - This Agreement may be terminated or the Project may be canceled by the District at the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination. For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach, in response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

**12.2 Termination by Architect** - For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery. In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

### **12.3 Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

### **ARTICLE 13 ARCHITECT AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

### **ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS**

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

### **ARTICLE 15 OWNERSHIP OF DOCUMENTS**

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District.

15.3 Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Agreement.

## **ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY**

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

**ARTICLE 17**  
**ACCOUNTING RECORDS OF ARCHITECT**

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

**ARTICLE 18**  
**INDEMNITY**

18.1 Architect Indemnification. To the extent permitted by law, including California Civil Code section 2782.8, the Architect shall indemnify, but shall have no obligation to defend, the District, the governing Board of the District, each member of the Board, and their officers, and employees ("District Indemnitees") against liability for drawings to the extent actually caused by the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, subcontractors, or consultants in performing or failing to perform any work, services, or functions to be performed under this Agreement. Indemnity shall extend to such claims, liability, or loss occurring after completion of the work, as well as during the work's progress. Notwithstanding the above, the Architect has no obligation to pay for any indemnitees defense related cost prior to a final determination of its liability. Following any such determination of its liability, Architect shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the Architect.

18.2 District Indemnification of Architect. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

**ARTICLE 19**  
**TIME SCHEDULE**

19.1 Time for Completion. Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule as shown on **Exhibit B**.

19.2 Delays. The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

**ARTICLE 20**  
**MISCELLANEOUS PROVISIONS**

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the

County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

**District:** Shasta Union High School District  
2200 Eureka Way, Building 303  
Redding, CA 96001  
Attention: David Flores

**Architect:** Nichols, Melburg & Rossetto  
300 Knollcrest Drive  
Redding, CA 96002  
Attention: Wesley King

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

\*\*\*\*\*

**ARCHITECT:**  
NICHOLS, MELBURG & ROSSETTO

**DISTRICT:**  
SHASTA UNION HIGH SCHOOL DISTRICT

By:   
Wesley King, Principal Architect

By: \_\_\_\_\_  
David Flores, CBO



**EXHIBIT A – RATE SCHEDULE**  
 Hourly Rate & Reimbursable Rate Schedule

<b><u>ARCHITECTURAL SERVICES</u></b>	<b><u>HOURLY RATES</u></b>
Principal Architect .....	\$290/hour
Associate Principal Architect .....	\$265/hour
Senior Associate Architect .....	\$230/hour
Associate Architect .....	\$215/hour
Senior Project Architect .....	\$200/hour
Architect, CASp .....	\$195/hour
Project Architect / Manager .....	\$185/hour
Architect .....	\$180/hour
Project Technician III .....	\$160/hour
Project Technician II .....	\$150/hour
Project Technician I .....	\$140/hour
Medical Equipment Planner .....	\$140/hour
Architectural Intern .....	\$110/hour
Technical Assistant .....	\$100/hour
Administrative .....	\$80/hour

<b><u>INTERIOR DESIGN SERVICES</u></b>	
Interior Design Director .....	\$205/hour
Senior Interior Designer .....	\$180/hour
Interior Designer .....	\$160/hour
Junior Interior Designer .....	\$130/hour
Interior Design Intern .....	\$110/hour

<b><u>STRUCTURAL ENGINEERING SERVICES</u></b>	
Principal Structural Engineer .....	\$290/hour
Associate Principal Structural Engineer .....	\$265/hour
Senior Associate Structural Engineer .....	\$230/hour
Associate Structural Engineer .....	\$215/hour
Structural Engineer .....	\$200/hour
Senior Project Engineer .....	\$195/hour
Project Engineer .....	\$180/hour
Structural Technician .....	\$160/hour
Structural Intern .....	\$110/hour

Consultants .....	Direct Cost + 10%
Reimbursable Expenses .....	Direct Cost + 10%
<i>Prints, Copies, Shipping, Plotting, Renderings, Travel Expenses, Project Website, Agency Fees, etc.</i>	
Mileage .....	per IRS Standard Rate



Reimbursable Rate Schedule  
(Effective January 1, 2025)

REIMBURSABLE EXPENSE RATES:

IN-HOUSE REPROGRAPHICS

Prints	12x24, 15x21, 18x24.....	\$2.00/each
Prints	24x36 .....	\$3.00/each
Prints	30x42 .....	\$4.00/each
Color Prints	12x24, 15x21, 18x24.....	\$15.00/each
Color Prints	24x36 .....	\$20.00/each
Color Prints	30x42 .....	\$25.00/each
Copies	8-1/2x11 .....	\$.10/each
Copies	8-1/2x14 .....	\$.15/each
Copies	11x17 .....	\$.20/each
Color Copies	8-1/2x11 .....	\$.50/each
Color Copies	11x17 .....	\$1.00/each
Presentation Board Materials	.....	\$50.00/each
Scanning	12x24, 15x21, 18x24.....	\$.75/page
Scanning	24x36 .....	\$1.50/page
Scanning	30x42 .....	\$2.00/page
Scanning	36x48 .....	\$2.50/page

Printing by outside source ..... Actual Expense + 10%

Alliance2Build (A2B) Project Management System:

Server and Database use ..... \$125.00 per month

TRAVEL EXPENSES

Mileage..... Current IRS allowed amount  
Other Travel Related Expenses ..... Actual Expense + 10%

AGENCY FEES

Approval and Plan Check Fees ..... Actual Expense + 10%

CONSULTANTS

Consultant Billings ..... Actual Expense + 10%  
Consultant Reimbursable Expenses ..... Actual Expense + 10%

OTHER PROJECT RELATED ITEMS ..... Actual Expense + 10%

**EXHIBIT B - PROJECT SCHEDULE**

**25-2157 Enterprise High Schol Culinary Arts  
Milestone Schedule**

Design Kick-off Meeting	March 25, 2026
Schematic Design	March/April, 2026
Design Development	May/June 2026
Construction Documents	June – September 2026
30% CD Milestone Meeting	June 24, 2026
60% CD Milestone Meeting	August 5, 2026
90% CD Milestone Meeting	September 2, 2026
DSA Submittal	September 16, 2026
DSA Submittal/Review	September 2026 – January 2027
DSA Approval	January 6, 2027
Bidding/Negotiating	January/February 2027
Construction	March 2027
Move In / Occupancy	August 2027

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Surveying Services for Baseball and Softball Fields Repair and Lighting Project from Pace Engineering

**PREPARER:** David Flores  
Associate Superintendent of Business

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

As part of the varsity baseball and softball field lighting project, we have requested a topography report of the fields to determine whether any additional work needs to be done on the fields. We are concerned with watering and drainage issues which could involve the sloping of the fields and their degradation over time.

We anticipate the installation of the field lighting will require the closure of the fields, if there are any additional repairs needed for the fields, we would like to do it at the same time to minimize field closure time.

The estimated cost for the topography reports for all fields is \$41,600.

## PROPOSAL

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March 13, 2026

Steve Denney, Director of Maintenance, Operations, and Facilities  
Shasta Union High School District  
2200 Eureka Way  
Redding, CA 96001  
sdenney@suhsd.net

Dear Steve,

**Subject:** Shasta, U-Prep, Enterprise, and Foothill Baseball and Softball Fields Repair and Lighting Project  
Proposal for Surveying Services - REV 1  
NMR No. 25-2158, 25-2159, 25-2160, and 25-2162

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal and once again team with Nichols, Melburg & Rossetto for the Shasta, U-Prep, Enterprise, and Foothill Baseball and Softball Fields Repair and Lighting Project located at Shasta, U-Prep, and Enterprise in Redding, California, along with Foothill in Palo Cedro, California. It is our understanding that you are requesting a proposal for surveying services.

Please note even with aerial LiDAR, the quality of the finished surface is influenced by actual site conditions at the time of survey. Freshly mowed turf will help significantly. Thicker grass, uneven turf, and areas of surface disturbance can reduce the reliability of the LiDAR elevations because the data may reflect the top of vegetation or a mixed return rather than a clean representation of the true ground. Athletic fields also tend to contain many localized irregularities that matter to design but are not always well-defined from aerial data alone, including mound transitions, lips at infield/outfield edges, worn areas, shallow swales, cleat disturbance, maintenance rutting, and subtle drainage patterns.

This proposal is based on the following assumptions:

- Topographic survey is for the baseball and softball fields within the limits shown on the enclosed Area of Survey\_2026.3.03 exhibit.
- The District will freshly mow the fields and flag sprinkler heads and similar in-ground items in advance of the survey.

The Scope of Services and associated fee contained herein are based on the following:

- Email request received on December 19, 2025, and March 3, 2026.
- Prevailing wage rates for field survey work.

**SCOPE OF SERVICES****TASK 1 – SHASTA BASEBALL AND SOFTBALL FIELDS TOPOGRAPHIC SURVEY**

1. Perform a topographic survey using a hybrid approach consisting of aerial LiDAR supported by targeted conventional field survey. Prepare a topographic map in AutoCAD (Civil 3D) format showing the following information:
  - a. Terrain features sufficient to model the site within the ball field areas at 0.2-foot contour intervals and site outside of the field areas at 1.0-foot contour intervals.
  - b. Trees with 6-inch or greater diameter at breast height. The dripline of a cluster of trees may be located in lieu of individual tree locations.
  - c. Existing site improvements, including:
    - i. Structures (building corners, posts/columns, and other exterior structural features).
    - ii. Finish floor elevations at all door landings.
    - iii. Concrete features, including curbs and walkways.
    - iv. Pavement and access driveways.
    - v. Drainage features and facilities.
    - vi. Gates, walls, and/or fencing.
    - vii. Utilities as observed, including surface evidence of underground utilities.
    - viii. Spot elevations as required by Client and/or Owner.
    - ix. Significant grade changes (e.g., stairs, ramps, and vertical edges).
    - x. Delineation of unique site features as needed to provide a complete description of the existing condition of the survey area.
  - d. Establish on-site control for current and future reference. Control shall be based on the California Coordinate System of 1983 (CCS83, NAD83 2011) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18).

**TASK 2 – U-PREP BASEBALL AND SOFTBALL FIELDS TOPOGRAPHIC SURVEY**

1. Perform a topographic survey using a hybrid approach consisting of aerial LiDAR supported by targeted conventional field survey. Prepare a topographic map in AutoCAD (Civil 3D) format showing the following information:
  - a. Terrain features sufficient to model the site within the ball field areas at 0.2-foot contour intervals and site outside of the field areas at 1.0-foot contour intervals.
  - b. Trees with 6-inch or greater diameter at breast height. The dripline of a cluster of trees may be located in lieu of individual tree locations.
  - c. Existing site improvements, including:
    - i. Structures (building corners, posts/columns, and other exterior structural features).
    - ii. Finish floor elevations at all door landings.
    - iii. Concrete features, including curbs and walkways.
    - iv. Pavement and access driveways.
    - v. Drainage features and facilities.
    - vi. Gates, walls, and/or fencing.
    - vii. Utilities as observed, including surface evidence of underground utilities.

- viii. Spot elevations as required by Client and/or Owner.
  - ix. Significant grade changes (e.g., stairs, ramps, and vertical edges).
  - x. Delineation of unique site features as needed to provide a complete description of the existing condition of the survey area.
- d. Establish on-site control for current and future reference. Control shall be based on the California Coordinate System of 1983 (CCS83, NAD83 2011) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18).

### **TASK 3 – ENTERPRISE BASEBALL AND SOFTBALL FIELDS TOPOGRAPHIC SURVEY**

1. Perform a topographic survey using a hybrid approach consisting of aerial LiDAR supported by targeted conventional field survey. Prepare a topographic map in AutoCAD (Civil 3D) format showing the following information:
  - a. Terrain features sufficient to model the site within the ball field areas at 0.2-foot contour intervals and site outside of the field areas at 1.0-foot contour intervals.
  - b. Trees with 6-inch or greater diameter at breast height. The dripline of a cluster of trees may be located in lieu of individual tree locations.
  - c. Existing site improvements, including:
    - i. Structures (building corners, posts/columns, and other exterior structural features).
    - ii. Finish floor elevations at all door landings.
    - iii. Concrete features, including curbs and walkways.
    - iv. Pavement and access driveways.
    - v. Drainage features and facilities.
    - vi. Gates, walls, and/or fencing.
    - vii. Utilities as observed, including surface evidence of underground utilities.
    - viii. Spot elevations as required by Client and/or Owner.
    - ix. Significant grade changes (e.g., stairs, ramps, and vertical edges).
    - x. Delineation of unique site features as needed to provide a complete description of the existing condition of the survey area.
  - d. Establish on-site control for current and future reference. Control shall be based on the California Coordinate System of 1983 (CCS83, NAD83 2011) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18).

### **TASK 2 – FOOTHILL BASEBALL AND SOFTBALL FIELDS TOPOGRAPHIC SURVEY**

1. Perform a topographic survey using a hybrid approach consisting of aerial LiDAR supported by targeted conventional field survey. Prepare a topographic map in AutoCAD (Civil 3D) format showing the following information:
  - a. Terrain features sufficient to model the site within the ball field areas at 0.2-foot contour intervals and site outside of the field areas at 1.0-foot contour intervals.
  - b. Trees with 6-inch or greater diameter at breast height. The dripline of a cluster of trees may be located in lieu of individual tree locations.
  - c. Existing site improvements, including:
    - i. Structures (building corners, posts/columns, and other exterior structural features).

- ii. Finish floor elevations at all door landings.
  - iii. Concrete features, including curbs and walkways.
  - iv. Pavement and access driveways.
  - v. Drainage features and facilities.
  - vi. Gates, walls, and/or fencing.
  - vii. Utilities as observed, including surface evidence of underground utilities.
  - viii. Spot elevations as required by Client and/or Owner.
  - ix. Significant grade changes (e.g., stairs, ramps, and vertical edges).
  - x. Delineation of unique site features as needed to provide a complete description of the existing condition of the survey area.
- d. Establish on-site control for current and future reference. Control shall be based on the California Coordinate System of 1983 (CCS83, NAD83 2011) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18).

### **SCHEDULE**

With our current survey schedule, we would be able to start the field surveying work within two to three weeks upon receiving authorization to proceed. The processing of the data and creating a topographic map for design purposes will be completed two weeks after finishing the field survey.

### **DELIVERABLES**

PACE will provide the following deliverables:

1. Electronic AutoCAD drawing of the topographic survey for design use.
2. Hard copy of topographic drawing if requested.

### **FEE**

We propose to perform the Scope of Services described herein for the lump-sum fee of the following:

TASK	Fee Subtotals
<i>Shasta Baseball and Softball Fields Topographic Survey</i>	\$10,400
<i>U-Prep Baseball and softball Fields Topographic Survey</i>	\$10,400
<i>Enterprise baseball and softball Fields Topographic Survey</i>	\$10,400
<i>Foothill Baseball and Softball Fields Topographic Survey</i>	\$10,400
<b>FEE TOTAL:</b>	<b>\$41,600</b>

**EXCLUSIONS**

The following services are not included in the above Scope of Services:

1. Property boundary survey.
2. Record of Survey.
3. Easement review.
4. Coordination of private underground locating services.
5. Marking the parcel boundary and/or easements in the field.
6. Construction staking.

Thank you again for the opportunity to submit this proposal. If our proposed Scope of Services and fee are agreeable to you, please reply with your standard agreement for us to sign, authorizing us to proceed with these services.

Please give me a call if you have any questions regarding this proposal.

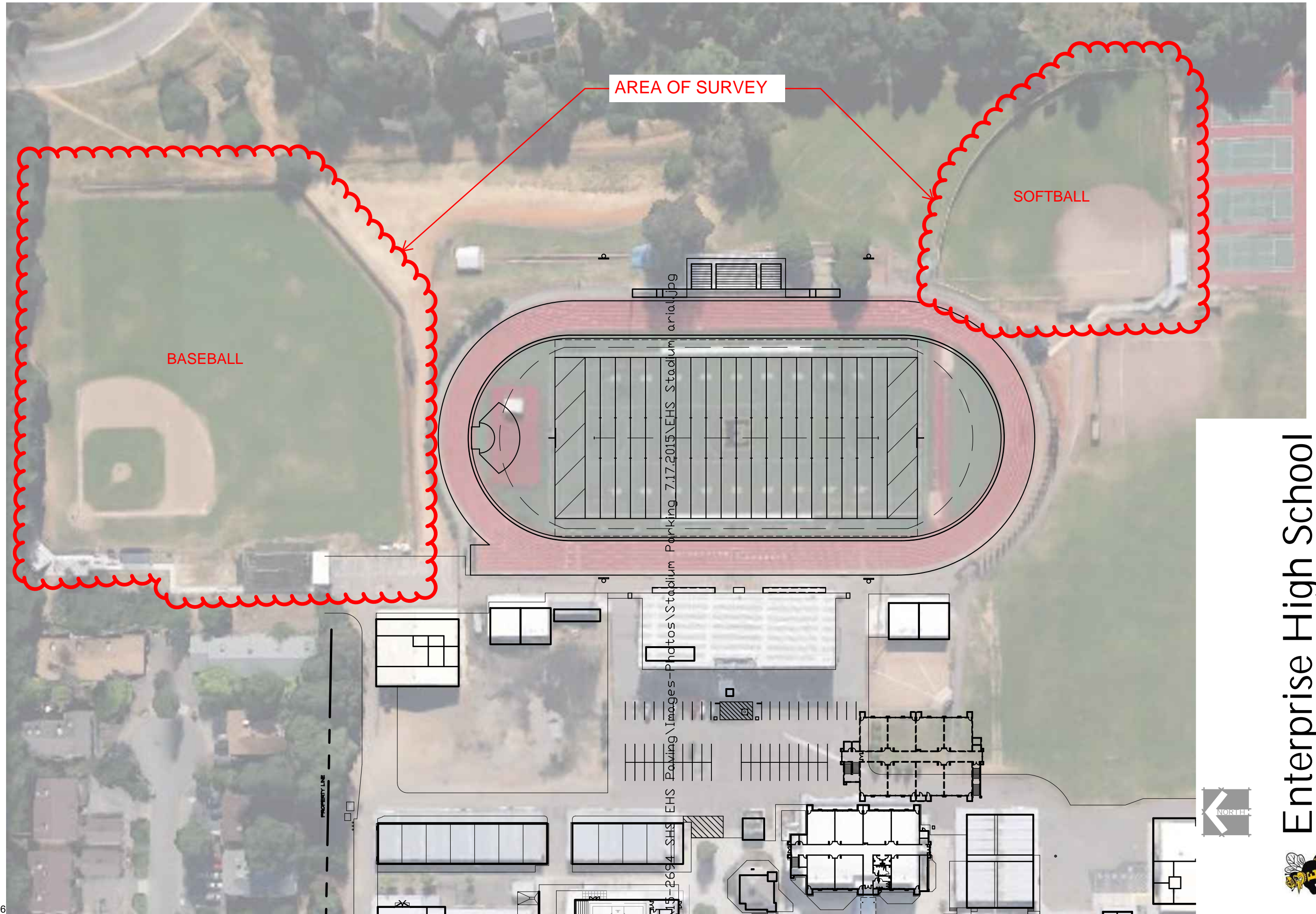
Sincerely,



Jesse Lenaker  
Principal Surveyor

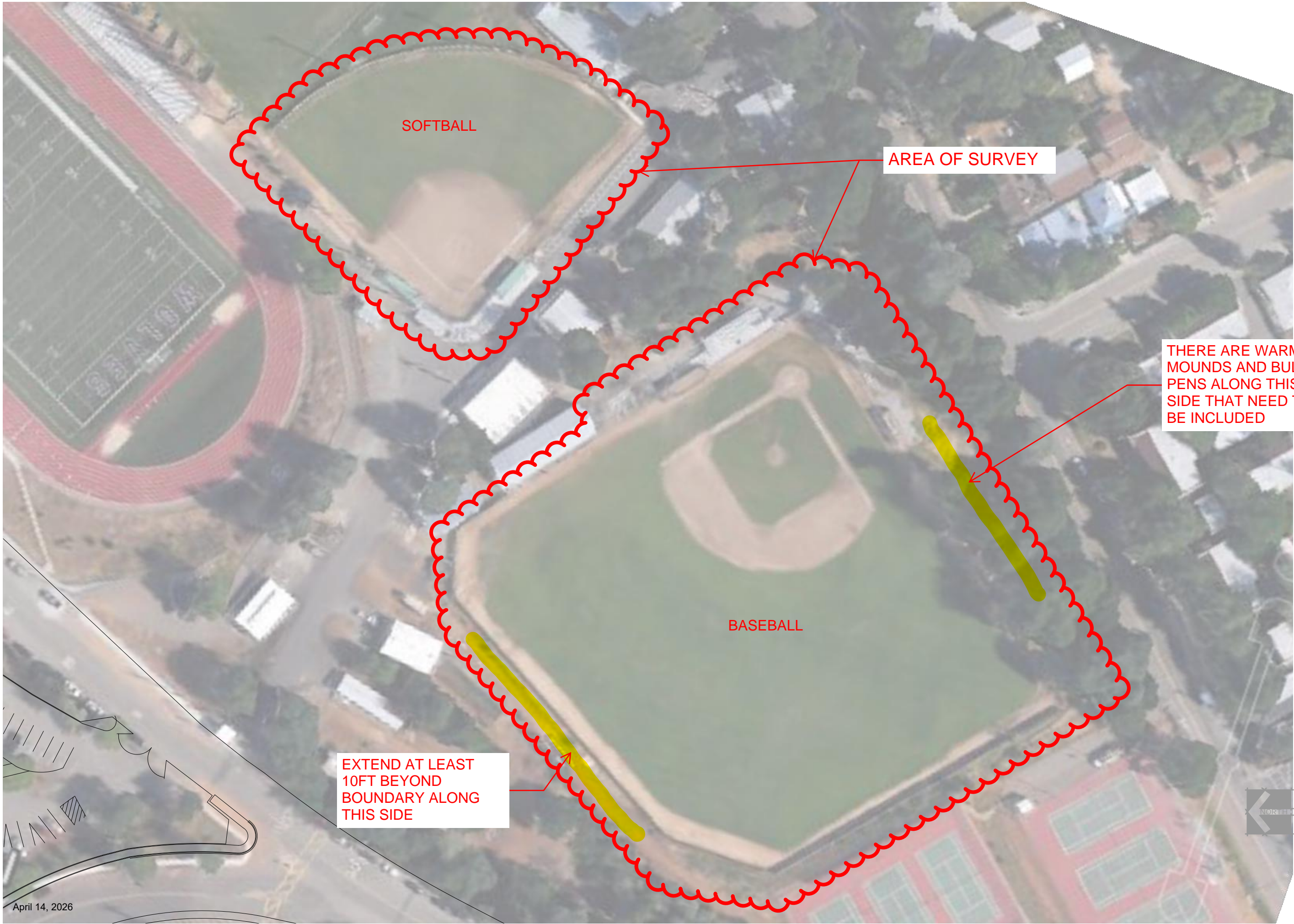
c: Melissa Freilich, NMR, freilich@nmrdesign.com  
TJo/JLe  
Enclosure

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# Enterprise High School

3411 Churn Creek Road



SOFTBALL

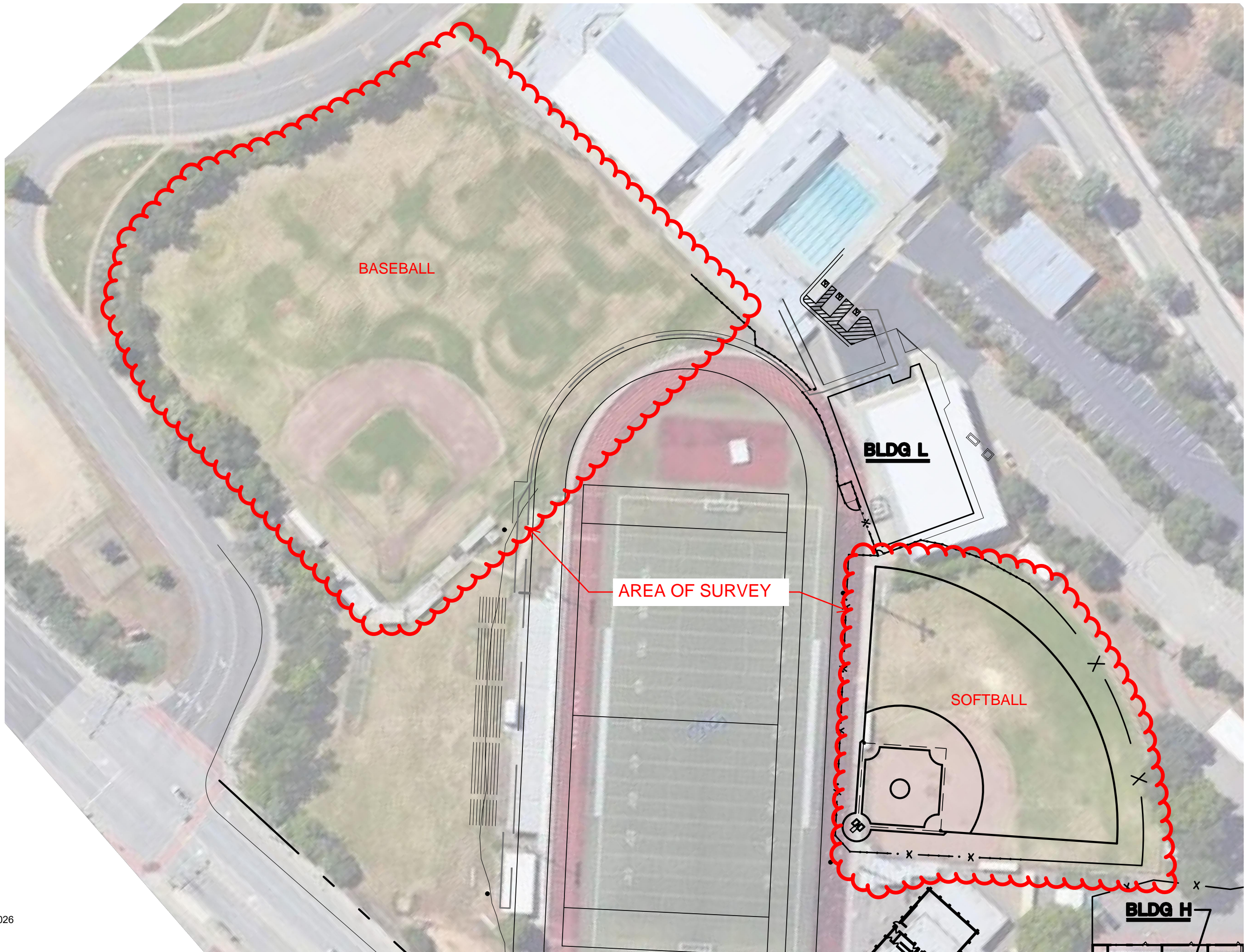
AREA OF SURVEY

THERE ARE WARM-UP  
MOUNDS AND BULL  
PENS ALONG THIS  
SIDE THAT NEED TO  
BE INCLUDED

BASEBALL

EXTEND AT LEAST  
10FT BEYOND  
BOUNDARY ALONG  
THIS SIDE





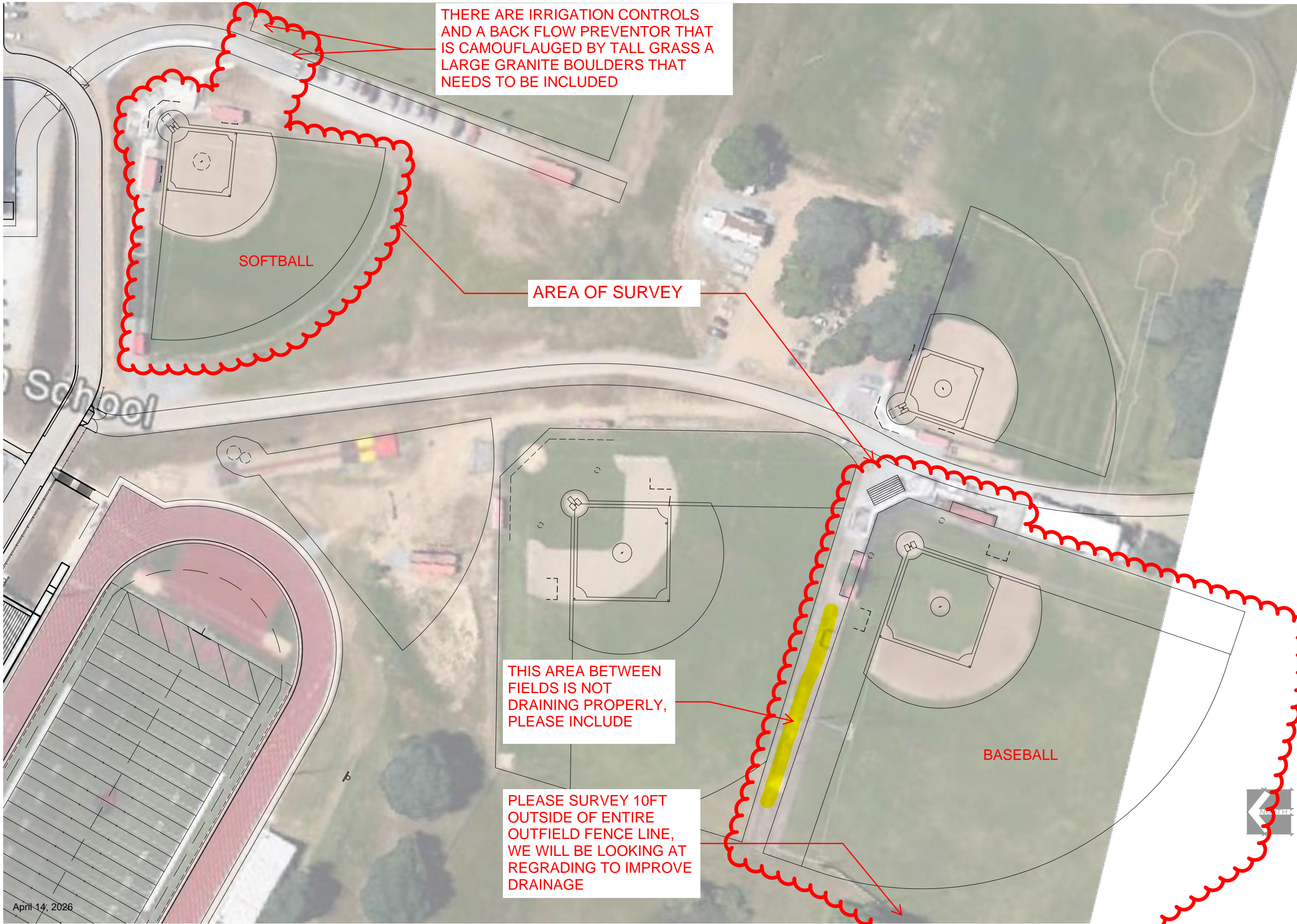
BASEBALL

**BLDG L**

AREA OF SURVEY

SOFTBALL

**BLDG H**



THERE ARE IRRIGATION CONTROLS AND A BACK FLOW PREVENTOR THAT IS CAMOUFLAGED BY TALL GRASS A LARGE GRANITE BOULDERS THAT NEEDS TO BE INCLUDED

SOFTBALL

AREA OF SURVEY

THIS AREA BETWEEN FIELDS IS NOT DRAINING PROPERLY, PLEASE INCLUDE

PLEASE SURVEY 10FT OUTSIDE OF ENTIRE OUTFIELD FENCE LINE, WE WILL BE LOOKING AT REGRADING TO IMPROVE DRAINAGE

BASEBALL



# PROPOSAL

---

March 24, 2026

Judy Semingson  
Semingson Architecture & Engineering, Inc.  
P.O. Box 210  
Cottonwood, CA 96022  
judy@semingson.us

Dear Judy,

**Subject: Foothill High School Portable Relocation Project  
Proposal for Engineering Services**

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal and once again team with Semingson Architecture & Engineering, Inc. (Semingson) for the Foothill High School Portable Relocation Project in Redding, California. It is our understanding that you are requesting a proposal for electrical engineering services related to the relocation of six portable buildings. Two of the portable buildings, including a restroom building, will be relocated from the Enterprise High School campus to the Foothill High School Tennis Court, while the remaining four will be relocated from Shasta High School to the south side of the Foothill High School campus adjacent to the PV arrays, as indicated in the documentation provided by Semingson.

The Scope of Services and associated fee contained herein are based on the email and documentation provided by Semingson on March 16, 2026, as well as subsequent email and phone correspondence.

This proposal is based on the following assumptions:

1. The existing electrical service is adequately sized to handle the proposed improvements.
2. PACE will be provided with adequate information to assess the existing maximum demand for the service.
3. PACE will be provided with Record Drawings, and access to electrical rooms, pull boxes, or other electrical equipment required for design during the initial site visit.

**PROPOSAL****Foothill High School Portable Relocation Project**

We propose to perform the Scope of Services described herein for the lump-sum fee detailed below:

DISCIPLINE	Construction Documents	Construction Administration	Fee Subtotals
<i>Electrical and Fire Alarm</i>	\$13,250	\$3,750	\$17,000
	<b>FEE TOTAL:</b>		<b>\$17,000</b>

Thank you again for the opportunity to submit this proposal. If the Scope of Services and fee are agreeable to you, please let us know, and we will forward an Engineering Agreement for your signature, authorizing us to proceed with these services. Please contact me if you have any questions.

Sincerely,



Bryan Barnes  
Senior Engineer

BBa/MWa

PACE will provide engineering services to complete the Scope of Services as follows:

**GENERAL**

1. The Authority Having Jurisdiction (AHJ) for this project is anticipated to be DSA.
2. The services proposed shall be compliant with current applicable codes.
3. This proposal is based on the following site visits:
  - a. One site visit during design to evaluate and document existing conditions.
  - b. One site visit for final punch list.
4. This proposal is based on the following design submittals:
  - a. 50% and 95% Construction Documents to be reviewed with Client and/or Owner.
  - b. 100% Construction Documents to be submitted to the AHJ for review.
  - c. Approved for Construction Documents, which will include any necessary revisions to address AHJ comments.
  - d. Construction Documents will be submitted by the Client to the Owner and the AHJ for review and approval.
5. Respond to AHJ comments and modify drawings as necessary, which is limited to the area and Scope of Services.
6. Meetings with the Client and/or Owner.
7. Construction Documents shall include drawings and technical specifications on the drawings.
8. Major scope revisions or value engineering required past 50% Construction Documents are outside the scope of this proposal and can be performed as additional services at our standard hourly rates.
9. Prepare construction cost estimates pertaining to the Scope of Services.
10. Post-design services shall include the following:
  - a. Review and respond to Contractor RFIs during bidding and construction pertaining to the original Scope of Services.
  - b. Review Contractor shop drawings/submittals for general conformance with the Construction Documents.
  - c. Site visits as listed above.
  - d. Prepare final punch list.
  - e. Prepare AHJ closeout forms as required.

**SCHEDULE**

The proposed project schedule shall be prepared by the Client and provided to PACE within 14 days of contract execution. Once received, PACE will note any issues with our ability to meet the proposed project schedule.

**ELECTRICAL AND FIRE ALARM**

1. Construction Documents:
  - a. Equipment/Fixture schedules.
  - b. Typical details.
  - c. Demolition plans.
  - d. Partial one-line diagram.
  - e. Electrical site plan.
  - f. Fire alarm site plan.
  - g. Fire alarm plans.
  - h. Partial riser diagram.
2. Energy Code compliance documents:
  - a. Electrical Power Distribution Systems (NRCC-ELC-E).
  - b. Outdoor Lighting (NRCC-LTO-E).
3. Prepare calculations necessary to support the construction drawings:
  - a. Electrical load.
  - b. Voltage drop.

**EXCLUSIONS**

The following services are not included in the above Scope of Services but can be provided as additional services if necessary:

1. Professional services for surveying, civil, structural, alarm, technology, mechanical, and plumbing.
2. General:
  - a. Submittal and approval from agencies not mentioned in the Scope of Services.
  - b. Site visits or bid walks other than those identified in the Scope of Services.
  - c. Preparation of As-Built Drawings or Record Drawings.
3. Electrical, fire alarm, and technology:
  - a. Electrical utility coordination.
  - b. Interior power design.
  - c. Interior lighting design.
  - d. Load study for existing electrical equipment.
  - e. Lighting acceptance testing.

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# PROPOSAL

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March 24, 2026

Judy Semingson  
Semingson Architecture & Engineering, Inc.  
P.O. Box 210  
Cottonwood, CA 96022  
judy@semingson.us

Dear Judy,

**Subject: Shasta High School Portable Relocation Project  
Proposal for Engineering Services**

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal and once again team with Semingson Architecture & Engineering, Inc. (Semingson) for the Shasta High School Portable Relocation Project in Redding, California. It is our understanding that you are requesting a proposal for electrical engineering services related to the relocation of one portable building to an alternate location on the same campus and the removal and preservation of four portable buildings for relocation to another site. One portable building will be demolished and associated raceways and cabling will be removed.

The Scope of Services and associated fee contained herein are based on the email and documentation provided by Semingson on March 16, 2026, as well as subsequent email and phone correspondence.

This proposal is based on the following assumptions:

1. The existing electrical service is adequately sized to handle the proposed improvements.
2. PACE will be provided with adequate information to assess the existing maximum demand for the service.
3. The relocated portable building, which is to remain on campus, has adequate underground raceway infrastructure, at its new location.
4. Path to public way or safe dispersal area is to remain the same.
  - a. No exterior lighting improvements other than modification or addition of potential building mounted lighting fixtures on the relocated portable building.

**PROPOSAL**

We propose to perform the Scope of Services described herein for the lump-sum fee detailed below:

DISCIPLINE	Construction Documents	Construction Administration	Fee Subtotals
<i>Electrical and Fire Alarm</i>	\$11,000	\$3,500	\$14,500
<b>FEE TOTAL:</b>			<b>\$14,500</b>

Thank you again for the opportunity to submit this proposal. If the Scope of Services and fee are agreeable to you, please let us know, and we will forward an Engineering Agreement for your signature, authorizing us to proceed with these services. Please contact me if you have any questions.

Sincerely,



Bryan Barnes  
Senior Engineer

BBa/MWa

## **SCOPE OF SERVICES**

PACE will provide engineering services to complete the Scope of Services as follows:

### **GENERAL**

1. The Authority Having Jurisdiction (AHJ) for this project is anticipated to be DSA.
2. The services proposed shall be compliant with current applicable codes.
3. This proposal is based on the following site visits:
  - a. One site visit during design to evaluate and document existing conditions.
  - b. One site visit for final punch list.
4. This proposal is based on the following design submittals:
  - a. 50% and 95% Construction Documents to be reviewed with Client and/or Owner.
  - b. 100% Construction Documents to be submitted to the AHJ for review.
  - c. Approved for Construction Documents, which will include any necessary revisions to address AHJ comments.
  - d. Construction Documents will be submitted by the Client to the Owner and the AHJ for review and approval.
5. Respond to AHJ comments and modify drawings as necessary, which is limited to the area and Scope of Services.
6. Meetings with the Client and/or Owner.
7. Construction Documents shall include drawings and technical specifications on the drawings.
8. Major scope revisions or value engineering required past 50% Construction Documents are outside the scope of this proposal and can be performed as additional services at our standard hourly rates.
9. Prepare construction cost estimates pertaining to the Scope of Services.
10. Post-design services shall include the following:
  - a. Review and respond to Contractor RFIs during bidding and construction pertaining to the original Scope of Services.
  - b. Review Contractor shop drawings/submittals for general conformance with the Construction Documents.
  - c. Site visits as listed above.
  - d. Prepare final punch list.
  - e. Prepare AHJ closeout forms as required.

### **SCHEDULE**

The proposed project schedule shall be prepared by the Client and provided to PACE within 14 days of contract execution. Once received, PACE will note any issues with our ability to meet the proposed project schedule.

**ELECTRICAL AND FIRE ALARM**

1. Construction Documents:
  - a. Equipment/Fixture schedules.
  - b. Typical details.
  - c. Demolition plans.
  - d. Partial one-line diagram.
  - e. Electrical site plan.
  - f. Fire alarm site plan.
  - g. Fire alarm plan.
  - h. Partial riser diagram.
2. Energy Code compliance documents:
  - a. Electrical Power Distribution Systems (NRCC-ELC-E).
  - b. Outdoor Lighting (NRCC-LTO-E).
3. Prepare calculations necessary to support the construction drawings:
  - a. Electrical load.
  - b. Voltage drop.

**EXCLUSIONS**

The following services are not included in the above Scope of Services but can be provided as additional services if necessary:

1. Professional services for surveying, civil, structural, technology, mechanical, and plumbing.
2. General:
  - a. Submittal and approval from agencies not mentioned in the Scope of Services.
  - b. Site visits or bid walks other than those identified in the Scope of Services.
  - c. Preparation of As-Built Drawings or Record Drawings.
3. Electrical, fire alarm, and technology:
  - a. Electrical utility coordination.
  - b. Interior power design.
  - c. Interior lighting design.
  - d. Load study for existing electrical equipment.
  - e. Lighting acceptance testing.

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# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Approval to Sell Property to the City of Redding

**PREPARER:** David Flores  
Associate Superintendent of Business Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

Resolution No. 26-052, declaring the property as exempt surplus land and expressing the District's intent to sell the property to the City of Redding, was approved by the Board of Trustees on March 10, 2026. Since the last Board meeting, the Business Services Department has published a public notice in a newspaper for three consecutive weeks, providing notice that the draft Purchase and Sale Agreement is available for public inspection. A Notice of Exemption pursuant to CEQA has been filed with the Shasta County Clerk's Office and the Office of Planning and Research in Sacramento.

The District is authorized pursuant to California Education Code Section 35160 and former Section 39500 to dispose of the property under terms and conditions deemed appropriate. In accordance with this authority, the District and the City have conferred regarding the proposed sale and have reached mutually acceptable terms, as set forth in the attached Real Estate Purchase Contract.

District staff recommend that the Board of Trustees approve and authorize the Superintendent to proceed with the sale of the property in accordance with the terms presented.

## REAL ESTATE PURCHASE CONTRACT

Dated for reference purposes only as March 2, 2026:

**PROPERTY DESCRIPTION:** The “Property” is located in the City of Redding, Shasta County, California, known as Assessor’s Parcel Numbers 103-280-028 and 103-730-027 consisting of approximately 3.04 acres which land is described in Exhibit “A” and shown on Exhibit “B” as APN 103-280-028 and 103-730-027 attached hereto and incorporated herein by this reference and includes all rights, title, and interests, remainder easements, development rights, rights-of-way and other rights appurtenant to the Property and that benefit the Property.

**SELLER:** Shasta Union High School District (“District” or “Seller”)

**PURCHASER:** City of Redding (“City” or “Purchaser”)

**PURCHASE PRICE:** For and in consideration of the agreements, terms, and conditions set forth in the Contract below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller hereby agrees to sell, and the undersigned Purchaser hereby agrees to buy, the Property for Forty-Eight Thousand dollars (\$48,000). The total purchase price, less any payments made to Seller pursuant to Paragraph 11, shall be paid in cash through the escrow created with Placer Title Company on the following terms and conditions. . Seller and Purchaser acknowledge and agree that said purchase price represents the fair market value of the Property.

1. **INITIAL DEPOSIT:** The Purchaser shall place a deposit of \$5000.00 in the form of a check made payable to Placer Title Company. (“Escrow Holder”). The deposit must be received by Escrow Holder within five (5) business days after the Effective Date. The deposit applies to the purchase price of the Property at closing and is refundable to Purchaser if the conditions set forth below are not satisfied or waived by Purchaser. If Purchaser fails to deposit the Initial Deposit as required herein, and such failure continues for a period of ten (10) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other at any time.
2. **ESCROW INSTRUCTIONS:** Upon mutual execution of this Contract and delivery to Purchaser of a signed copy hereof, hereinafter defined as the “Effective Date”, Purchaser shall open escrow with the Escrow Holder. The parties shall execute escrow instructions as reasonably requested by the Escrow Holder to include the following. The provisions of this Contract shall constitute joint escrow instructions to the Escrow Holder.
  - a. Purchaser’s delivery to Escrow Holder of a fully executed original of this Contract constitutes the opening of Escrow.
  - b. The Purchaser shall provide a copy of this Contract, signed by both Parties, and any other documents necessary to consummate the purchase of the Property and to the Close of Escrow as contemplated by this Contract to the Escrow Holder. Without limiting the effect of the

foregoing, Escrow Holder's General Conditions will be binding on the Seller and the Purchaser.

- c. Title to the Property shall be conveyed to the Purchaser by a fully executed grant deed for the Property in the form attached as Attachment 1 and Attachment 2.
- d. The Purchaser shall have approved the "Preliminary Title Report" for the Property and any exceptions stated therein or otherwise waive their right to such review and approval by failing to disapprove any item in the Preliminary Title Report or by providing written notice to the Seller.
  - i. Within five (5) calendar days following the Effective Date, Seller must instruct Escrow Holder to obtain and provide Purchaser with a preliminary title report with respect to the Property together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively "Title Documents").
  - ii. Purchaser may review and approve the Preliminary Title Report and the Title Documents for a period of ten (10) calendar days following Purchaser's receipt of the Title Documents ("Title Review Period").
  - iii. If Purchaser fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period, then Purchaser will be conclusively considered to have approved the item.
  - iv. If Purchaser disapproves any item in the Preliminary Title Report by a writing delivered to Seller within the Title Review Period, Seller may undertake to eliminate or modify such objectional items to the reasonable satisfaction of the Purchaser within ten (10) calendar days after receipt of such notice of disapproval. If Seller has not cured or chooses not to cure objections of Purchaser with this time, Purchaser may at its option and as Purchaser's sole remedy, terminate this Contract by written notice to Seller and neither party shall thereafter have any further duties, rights, or obligations hereunder except for obligations that expressly survive termination of this Contract.
- e. At the expiration of the Title Review Period, all matters contained in the Title Documents that Purchaser has approved or is considered to have approved, are "Permitted Exceptions."

3. **PROPERTY CONDITION:** At all times during the term of this Contract, upon prior written notice to Seller, Purchaser shall have the right, at its sole cost and expense, to enter upon the Property to conduct surveys, soils, asbestos, toxic, and hazardous waste tests.

4. **CLOSING DATE:** Closing shall occur within (30) business days following the Purchaser's execution of this Contract. Purchaser may elect an earlier date for Closing by written notice to Seller. If Purchaser fails to Close as required herein, and such failure continues for a period of ten (10) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other. The obligation of the Purchaser and Seller to complete this transaction pursuant to the Contract is subject to the satisfaction, at or before the Closer of Escrow, of the

conditions contained herein. The Purchaser and Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

- a. The Purchaser may pay the Purchase Price to the Seller by depositing sufficient funds with the Escrow Holder in advance of the time necessary to close escrow pursuant to this Contract.
- b. Prior to closing, the parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow Account.
- c. The Title Company shall be unconditionally committed to issue the "Title Policy" in the name of the Purchaser for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Purchaser or otherwise approved or waived by Purchaser.
- d. Escrow must not have been cancelled or this Contract terminated.
- e. The Purchaser's and Seller's covenants, representations, and warranties contained herein are true as of Close of Escrow.
- f. Seller and Purchaser must not be in breach of default of any of their respective obligations under this Contract.
- g. If any of the conditions precedent are neither satisfied nor waived by Purchaser by the Closing Date, Purchaser may terminate this Contract by giving a written notice to Seller and neither Party shall have any further rights, obligations, or liabilities under this Contract other than those that expressly survive termination of the Contract; or (2) continue with the Closing prior to satisfaction or waiver of such conditions precedent and Seller agrees that the Closing of the Property shall not be deemed a waiver or satisfaction of such conditions.

5. **POSSESSION:** Vacant possession of the Property will be delivered to Purchaser at the close of escrow. Seller represents and warrants that there are currently no tenants or other occupants of any improvements located on any portion of the Property. Seller shall not enter into any leases or other occupancy agreements with respect to any portion of the Property during the term of this Contract without Purchaser's prior written consent, which consent may be given or withheld in the sole and absolute discretion of Purchaser.

6. **COSTS/FEES:**

- a. California Land Title Association (CLTA) title fees shall be paid by Purchaser. The additional cost of any extended coverage and/or endorsements shall be paid by Purchaser.
- b. Escrow fees shall be paid by Purchaser.
- c. Purchaser shall pay the cost of any State, County, and local documentary transfer taxes.
- d. Current real property taxes, if any, shall be prorated as of the close of escrow.
- e. Bonds and assessments, if any which are a lien upon the Property as of the Effective Date shall be paid by Seller on or before the close of escrow. Seller agrees that from the Effective Date of this Contract it shall not approve any future bonds, assessments, or other

encumbrances on the Property without Purchaser's prior written approval, which approval may be given or withheld in the sole and absolute discretion of the Purchaser.

f. Purchaser shall pay the costs associated with recording the Grant Deed.

7. **ATTORNEY'S FEES/CHOICE OF LAW:** In any litigation or other legal proceeding which may arise between the parties hereto, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees in addition to any other relief to which such party may be entitled. This Contract shall be governed by the Laws of the State of California.

8. **PROPERTY INSPECTION:** Purchaser shall have the right to conduct at any time, at its sole cost and expense, inspections, tests surveys and other studies for the purpose of identifying the existence in, on, or about the Property of asbestos, PCB transformers, other hazardous or contaminated substances, underground storage tanks, and other matters concerning any and all aspects of the Property. Seller shall allow Purchaser and Purchaser's agents the right to enter the Property at all reasonable times for the purpose of conducting such inspections, tests, surveys, and studies. Purchaser agrees to hold Seller harmless from any and all expenses and liability that may result from physical property damage, personal injury and wrongful death as a result of such inspections. Purchaser shall keep the Property free from liens or encumbrances resulting from such inspections. Purchaser's obligations in this Paragraph shall survive the termination of this Contract.

9. **TITLE POLICY:** Escrow Holder must deliver to Purchaser, through Escrow, an CLTA owner's standard policy of title insurance insuring Purchaser as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow, unless Purchaser elects to pay for an ALTA policy of title insurance.

10. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** The Foreign investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every buyer of US real property must, unless an exception applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Purchaser with an affidavit under penalty of perjury that Seller is not a "foreign person" as defined in FIRPTA, or (b) Seller provides Purchaser with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver as appropriate, any instrument, affidavit, and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under.

11. **REPRESENTATIONS AND WARRANTIES:**

a. SELLER'S REPRESENTATIONS AND WARRANTIES

i. No Commitments or Agreements

Except as specifically disclosed to Purchaser in writing or otherwise known to the best knowledge of Purchaser, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

ii. Liens

Except as specifically disclosed to Purchaser in writing or otherwise known to the best knowledge of Purchaser, to the best of Seller's knowledge, there are no mechanics', materialmen's, or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

iii. Rights of Possession

Except as specifically disclosed to Purchaser in writing or otherwise known to the best knowledge of Purchaser, there are not as of the date of this Contract, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights, or interest of any nature in, and to, the Property, and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

iv. Ownership and Encumbrances

Seller has not, and shall not, prior to Close of Escrow, without the prior written consent of Purchaser, which consent may be given or denied in Purchaser's absolute discretion, enter into any lien, encumbrance, easement, license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property; provided, however, Purchaser shall not unreasonably withhold its consent to the granting by Seller of one or more easements over the Property for public utility, sewer and/or drainage purposes, so long as the granting of any such easement does not unreasonably interfere with Purchaser's use of the Property.

v. Full Power and Authority

Neither this Contract nor anything provided to be done hereunder including the transfer of title to the Property to Purchaser violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Contract and consummate the transaction contemplated hereby. The execution, delivery and performance of this Contract has been duly and validly authorized by Seller, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Contract by Seller.

vi. Litigation

Except as specifically disclosed to Purchaser in writing, or otherwise known to the best of Seller's knowledge, there are no actions, suits, claims or legal or other proceedings pending (based upon proper service of process having been accomplished) or, to the best of Seller's knowledge, threatened against Seller,

which could materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Purchaser.

vii. Reports

To the best of Seller's knowledge, Seller has made available to the Purchaser all third-party professional reports within its possession concerning the Property.

viii. Best Knowledge

For purposes of this Section 2.1, the phrase "best of Seller's knowledge" means the actual and present knowledge of David Flores, acting in his representative capacity, on behalf of, and for, the Seller only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Seller. To the best of Seller's knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both. Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation

b. PURCHASER'S REPRESENTATIONS AND WARRANTIES

i. No Commitments or Agreements

Except as specifically disclosed to Seller in writing or otherwise known to the best of Seller's knowledge, Purchaser has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

ii. Ownership and Encumbrances

Purchaser shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement, or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

iii. Environmental Compliance

Purchaser has fully complied, and will continue to comply, with all requirements of state and federal environmental law, including the California Environmental Quality Act ("CEQA"), and applicable permits and approvals for the acquisition and development of the Property.

iv. Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Purchaser, violates or shall violate any contract, agreement or instrument to which Purchaser is a Party. Purchaser has the full power and authority to enter into this Contract and consummate the transaction contemplated hereby.

v. Litigation

Except as specifically disclosed to Seller in writing, or otherwise known to the best of Seller's knowledge, there are no actions or proceedings pending or threatened against Purchaser, which does or will materially adversely affect Purchaser's ability to consummate this transaction and to acquire the Property from the Seller.

- vi. Purchaser will be solely responsible to obtain and pay for any and all necessary approvals from local and state agencies to use the Property, including but not limited to, rezoning the Property.
  - vii. **Best Knowledge**  
For purposes of this Section, the phrase "best of Purchaser's knowledge" means the actual knowledge of \_\_\_\_\_, without any independent investigation having been made, and not based on any implied, imputed, or constructive knowledge of Purchaser, including all of its officers and directors.
  - viii. If Purchaser breaches any of the representations or warranties in this Section, Purchaser shall indemnify, protect, defend (with counsel reasonably acceptable to Seller), and hold Seller, its successors and assigns, harmless for, from and against all claims, fines, penalties, fees, charges, and liabilities, including all foreseeable and unforeseeable consequential damages, any other damages, costs and losses, including reasonable attorneys' fees, arising out of or attributable to such breach. Purchaser's representations, covenants and warranties set forth in this Contract shall survive the Closing, shall not merge into the Grant Deed to be delivered at the Closing and are deemed to be material to Seller's execution of this Contract and Seller's performance of its obligations hereunder.
- c. If between the Effective Date and the Close of Escrow, Seller or Purchaser becomes aware of facts or circumstances which would make any of their respective representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, such fact or circumstance shall not be construed as a breach by that party of such applicable representation or warranty but the other party shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

## **12. ACKNOWLEDGEMENT/ACCEPTANCE:**

- a. **Seller's Acknowledgement:** Seller hereby acknowledges receipt of a copy of this Contract. This Contract shall constitute the entire agreement between Purchaser and Seller and supersedes any and all agreements between the parties hereto regarding the Property which

are prior in time to this Contract. The person or entity signing on behalf of Seller below warrants and represents that he, she, or it has the authority to bind Seller.

- b. **Seller's Acceptance:** The undersigned Seller hereby approves and accepts the foregoing Contract and agrees to the terms and conditions herein set forth. All tenders and notices required or permitted hereunder shall be made and given to Seller at its address herein set forth.
- c. **Purchaser's Acknowledgement:** Purchaser hereby acknowledges receipt of a copy of this Contract. This Contract shall constitute the entire agreement between Purchaser and Seller and supersedes any and all agreements between the parties hereto regarding the Property which are prior in time to this Contract. The person or entity signing on behalf of Purchaser below warrants and represents that he, she, or it has the authority to bind Purchaser.
- d. **Purchaser's Acceptance:** The undersigned Purchaser hereby approves and accepts the foregoing Contract and agrees to the terms and conditions herein set forth. All tenders and notices required or permitted hereunder shall be made and given to Purchaser at its address herein set forth.

**13. RECORDING OF DOCUMENTS AND DELIVERY OF FUNDS:** On receipt of the funds and instruments described in this Contract, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

- a. Disburse to Seller the Full Cash Purchase Price, less any required Deposits withdrawn by the Seller during the Escrow.
- b. Cause the Grant Deed and other documents as specified in this Contract to be recorded in the Office of the County Recorder of the County of Shasta, California;
- c. Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow.

**14. CANCELLATION OF ESCROW:** If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, then Purchaser will pay all Escrow cancellation charges. If Purchaser defaults in the performance of this Contract for any reason other than a material breach by the Seller, the Parties agree that Seller shall be released from any obligation to sell the Property to Purchaser and may retain, as liquidated damages the Initial Deposit, then deposited into Escrow, copies of all reports, surveys, planning documents, and all environmental document and documents related to the use of the Property.

15. **NOTICES:** Whenever notice is given under this Contract, each notice shall be in writing and shall be delivered by mail, postage prepaid, certified or registered mail, or by a nationally recognized overnight courier that provides receipt for delivery, such as Federal Express. Notice shall be delivered to the address set forth below the recipient's signature of acceptance and shall be deemed delivered when received or refused. Either party may change its notice address by providing not less than five (5) days prior notice to the other party.
16. **ENTIRE AGREEMENT:** This Contract constitutes the entire contract between Buyer and Purchaser and supersedes all prior discussions. No modification of this Contract will be effective unless made in writing and signed by both Buyer and Purchaser.
17. **THIRD-PARTY BENEFICIARIES AND ASSIGNMENT:** This Contract confers no rights on any party except the signatories to this Contract. Neither Party shall have the right to transfer or assign any of its rights or obligations under this Contract without the prior written consent of the other Party.
18. **GOVERNING LAW:** This Contract must be construed according to the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking relief under or with respect to this Contract shall be brought in the Superior Court of the State of California for the County of Shasta, notwithstanding any rights to transfer venue.
19. **FORCE MAJEURE:** No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party's control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party's control. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.
20. **EFFECTIVE DATE:** The "Effective Date" as used in this Contract, means the date upon which this Contract has been fully executed, and the respective governing boards have approved or ratified the Contract.
21. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, of each which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, if any Party uses facsimile-transmitted signed documents, or signed documents which have been electronically scanned and transmitted by email, Escrow Holder and the other Party are authorized to rely upon such documents as if they bore original signatures

**BUYER**

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

\_\_\_\_\_  
Mike Littau, Mayor

**CITY OF REDDING**  
777 Cypress Avenue  
Redding, CA 96001

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharlene Tipton, City Clerk

\_\_\_\_\_  
Christian M. Curtis  
City Attorney

\

**SELLER**

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

\_\_\_\_\_  
Name Title

**SHASTA UNION HIGH SCHOOL DISTRICT**  
2200 Eureka Way  
Redding, CA 96001

ATTACHMENT 1

RECORDING REQUESTED BY:  
City of Redding

WHEN RECORDED RETURN TO:  
City Clerk City of Redding  
777 Cypress Avenue  
Redding, CA 96001

APN. 103-280-028

THE AREA ABOVE IS FOR RECORDER'S USE

**GRANT DEED**

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax - NONE

City of Redding EXEMPT - Rev. & Tax. C.A. § 11922 (Transfer Involving  
Government Entity) NO FEE - CITY BUSINESS - Gov. Code § 6103

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, **SHASTA UNION HIGH SCHOOL DISTRICT**, Grantor, **HEREBY GRANTS** to the **CITY OF REDDING**, a Municipal Corporation, Grantee, all that real property situate in the City of Redding, County of Shasta, State of California, described in Exhibit A and shown on Exhibit B attached and made a part hereof by reference.

DATED: \_\_\_\_\_ 202\_\_

**GRANTORS:**

**SHASTA UNION HIGH SCHOOL DISTRICT**

By \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**APN 103-280-028**

A parcel of land within the City of Redding, County of Shasta, State of California, being a portion of the P.B. Reading Grant, being more particularly described as follows:

**COMMENCING** at a point along the southern edge of the former 100 foot wide right of way of Southern Pacific Company, said point is N 07° 26' 20" E a distance of 0.09 feet from the center of a found 2½" disk in 6"x6" concrete monument;

**THENCE** S 07° 26' 20" W a distance of 211.00 feet to a point, from which the center of a found 2½" disk in 6"x6" concrete monument bears N 07° 26' 20" E a distance of 0.09 feet;

**THENCE** N 83° 48' 50" W a distance of 113.05 feet to a point on the northerly line of Overhill Drive, to which a radial line bears S 60° 12' 04" E;

**THENCE** along said northerly line, southwesterly along a curve to the right a distance of 40.00 feet, radius 330.00 feet, a delta angle of 06° 56' 42" to the southerly corner of Parcel 2 as described in the deed to Stimpel Family Trust, recorded in Book 3403 of Official Records at Page 460 of Shasta County Records at the **POINT OF BEGINNING**, to which a radial line bears S 53° 15' 22" E;

**THENCE** continuing along said curve to the right a distance of 142.56 feet, radius 330.00 feet, a delta angle of 24° 45' 06" to a point at the southeasterly corner of the parcel described in the deed to City of Redding, recorded in Book 557 of Official Records at Page 265 of Shasta County Records;

**THENCE** along the easterly line of said City of Redding parcel, departing the northerly line of Overhill Drive along a radial line N 28° 30' 15" W a distance of 60.00 feet to a point at the northeasterly corner of said City of Redding parcel;

**THENCE** along the northerly line of said City of Redding parcel, S 65° 50' 10" W a distance of 40.87 feet to a point at the northwesterly corner of said City of Redding parcel;

**THENCE** along the westerly line of said City of Redding parcel, along a radial line S 19° 49' 25" E a distance of 60.00 feet to a point at the southwest corner of said City of Redding parcel on the northerly line of Overhill Drive;

**THENCE** westerly along the northerly line of Overhill Drive from said radial line, along a curve to the right a distance of 202.55 feet, radius 330.00 feet, a delta angle of 35° 10' 05" to a point of tangency;

**THENCE** continuing along said northerly line N 74° 39' 20" W a distance of 94.45 feet to a point of curvature;

**THENCE** continuing along said northerly line, along a curve to the left a distance of 197.59 feet, radius 280.00 feet, a delta angle of 40° 25' 57" to a point bearing S 87° 47' 54" W a distance of 1.46 feet from a found T-Post with Cap at the northeasterly corner of the parcel described in the deed to City of Redding, recorded in Book 3633 of Official Records at Page 778 of Shasta County Records;

**THENCE** along the northeasterly line of said City of Redding parcel, N 47° 12' 00" W a distance of 236.65 feet to a point along the easterly line of the parcel described in the deed to Joseph A. and Anne O. Silviera, recorded in Book 2428 of Official Records at Page 602 of Shasta County Records;

**THENCE** along the easterly line of said Joseph A. and Anne O. Silviera parcel N 24° 29' 35" E a distance of 78.53 feet to a point along the southerly line of the parcel described in the deed to the Joe Wong Family Trust, recorded as Doc. No. 2018-0002701 of Shasta County Records;

**THENCE** along the southerly line of said Joe Wong Family Trust parcel, the southerly line of the parcel described in the deed to the City of Redding, recorded in Book 2930 of Official Records at Page 752 of Shasta County Records, the southerly line of the parcel described in the deed to the Shasta Union High School District, recorded in Book 2664 of Official Records at Page 626 of Shasta County Records, and the southerly line of said Stimpel Family Trust parcel, S 83° 48' 50" E a distance of 757.85 feet to a point along the southerly line of said Stimpel Family Trust parcel;

**THENCE** along the southwesterly line of said Stimpel Family Trust parcel S 31° 18' 06" E a distance of 44.85 feet to the **POINT OF BEGINNING**;

**CONTAINING** 2.963 acres (129,048 square feet), more or less.

See **EXHIBIT "B"** attached hereto and made a part of hereof, by this reference.

The Basis of Bearings in this description is based upon:  
CCS83 (2011) epoch 2010.00, determined by GPS observations from NGS Monument LU1871,  
with USFT coordinates of N 2095741.77, E 6441521.11.  
Distances in this description are Grid. Combined Factor: 0.99988. To obtain Ground, divide distance by Combined Factor.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Aaron Willis  
PLS 8881

For and on behalf of Jacobs Engineering Group Inc.  
2600 Michelson Drive, Suite 500 Irvine, CA 92612

*A.D. Willis*  
4-8-25  
Date



SCALE: 1"=120'

### EXHIBIT "B"

SHEET 1 OF 2

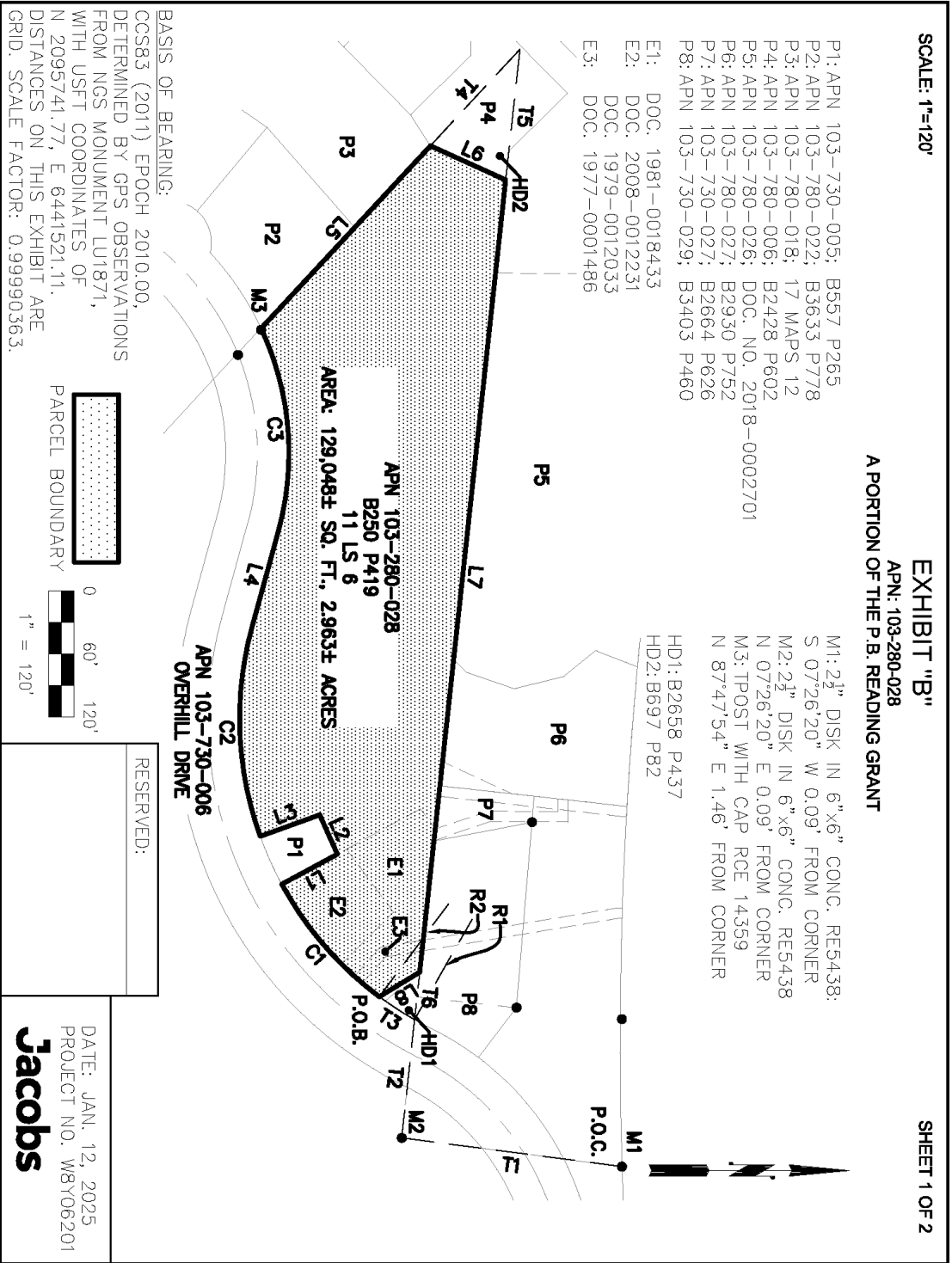
APN: 103-280-028  
A PORTION OF THE P.B. READING GRANT

- P1: APN 103-730-005; B557 P265
- P2: APN 103-780-022; B3633 P778
- P3: APN 103-780-018; 17 MAPS 12
- P4: APN 103-780-006; B2428 P602
- P5: APN 103-780-026; DOC. NO. 2018-0002701
- P6: APN 103-780-027; B2930 P752
- P7: APN 103-730-027; B2664 P626
- P8: APN 103-730-029; B3403 P460

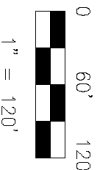
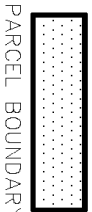
- M1: 2 1/2" DISK IN 6"x6" CONC. RES5438;  
S 07°26'20" W 0.09' FROM CORNER
- M2: 2 1/2" DISK IN 6"x6" CONC. RES5438  
N 07°26'20" E 0.09' FROM CORNER
- M3: TPOST WITH CAP RCE 14359  
N 87°47'54" E 1.46' FROM CORNER

- HD1: B2658 P437
- HD2: B697 P82

- E1: DOC. 1981-0018433
- E2: DOC. 2008-0012231
- E3: DOC. 1979-0012033
- DOC. 1977-0001486



BASIS OF BEARING:  
CCS83 (2011) EPOCH 2010.00,  
DETERMINED BY GPS OBSERVATIONS  
FROM NGS MONUMENT LU1871,  
WITH USFT COORDINATES OF  
N 2095741.77, E 6441521.11,  
DISTANCES ON THIS EXHIBIT ARE  
GRID. SCALE FACTOR: 0.99990363.



ATTACHMENT 2

RECORDING REQUESTED BY:  
City of Redding

WHEN RECORDED RETURN TO:  
City Clerk City of Redding  
777 Cypress Avenue  
Redding, CA 96001

APN. 103-730-027

THE AREA ABOVE IS FOR RECORDER'S USE

**GRANT DEED**

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax - NONE

City of Redding EXEMPT - Rev. & Tax. C.A. § 11922 (Transfer Involving

Government Entity) NO FEE - CITY BUSINESS - Gov. Code § 6103

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, **SHASTA UNION HIGH SCHOOL DISTRICT**, Grantor, **HEREBY GRANTS** to the **CITY OF REDDING**, a Municipal Corporation, Grantee, all that real property situate in the City of Redding, County of Shasta, State of California, described in Exhibit A and shown on Exhibit B attached and made a part hereof by reference.

DATED: \_\_\_\_\_ 202\_\_

**SHASTA UNION HIGH SCHOOL DISTRICT**

By \_\_\_\_\_

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

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**APN 103-730-027**

A parcel of land within the City of Redding, County of Shasta, State of California, being a portion of the P.B. Reading Grant, being more particularly described as follows:

**COMMENCING** at a point along the southern edge of the former 100 foot wide right of way of Southern Pacific Company, said point is N 07° 26' 20" E a distance of 0.09 feet from the center of a found 2½" disk in 6"x6" concrete monument;

**THENCE** S 07° 26' 20" W a distance of 211.00 feet to a point, from which the center of a found 2½" disk in 6"x6" concrete monument bears N 07° 26' 20" E a distance of 0.09 feet;

**THENCE** N 83° 48' 50" W a distance of 283.82 feet to the southwesterly corner of Parcel 1 as described in the deed to Stimpel Family Trust, recorded in Book 3403 of Official Records at Page 460 of Shasta County Records, and the northerly line of the parcel described in the deed to Shasta Union High School District recorded in Book 250 of Official Records at Page 419 of Shasta County Records at the **POINT OF BEGINNING**;

**THENCE** along the northerly line of said Shasta Union High School District parcel N 83° 48' 50" W a distance of 53.00 feet to a point at the southeasterly corner of the parcel described in the deed to the City of Redding, recorded in Book 2930 of Official Records at Page 752 of Shasta County Records;

**THENCE** along the easterly line of said City of Redding parcel N 06° 17' 50" E a distance of 90.00 feet to a point at the southwesterly corner of the parcel described in the deed to TTS 1 LLC, recorded as Doc. No. 2023-0000353 of Shasta County Records;

**THENCE** along the southerly line of said TTS 1 LLC parcel S 85° 12' 15" E a distance of 25.00 feet to a point at the northwesterly corner of said Parcel 1 as described in the deed to Stimpel Family Trust, recorded in Book 3403 of Official Records at Page 460 of Shasta County Records, from which a 5/8" rebar found bears N 56° 31' 09" W a distance of 0.29 feet;


**THENCE** along the westerly line of said Stimpel Family Trust parcel S 10° 53' 25" E a distance of 94.78 feet to the **POINT OF BEGINNING**

**CONTAINING** 0.081 acres (3,526 square feet), more or less.

See **EXHIBIT "B"** attached hereto and made a part of hereof, by this reference.

The Basis of Bearings in this description is based upon:  
CCS83 (2011) epoch 2010.00, determined by GPS observations from NGS Monument LU1871,  
with USFT coordinates of N 2095741.77, E 6441521.11.  
Distances in this description are Grid. Combined Factor: 0.99988. To obtain Ground, divide distance by  
Combined Factor.

This real property description has been prepared by me, or under my direction, in  
conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Aaron Willis  
PLS 8881  
For and on behalf of Jacobs Engineering Group Inc.  
2600 Michelson Drive, Suite 500 Irvine, CA 92612

4-8-25  
Date



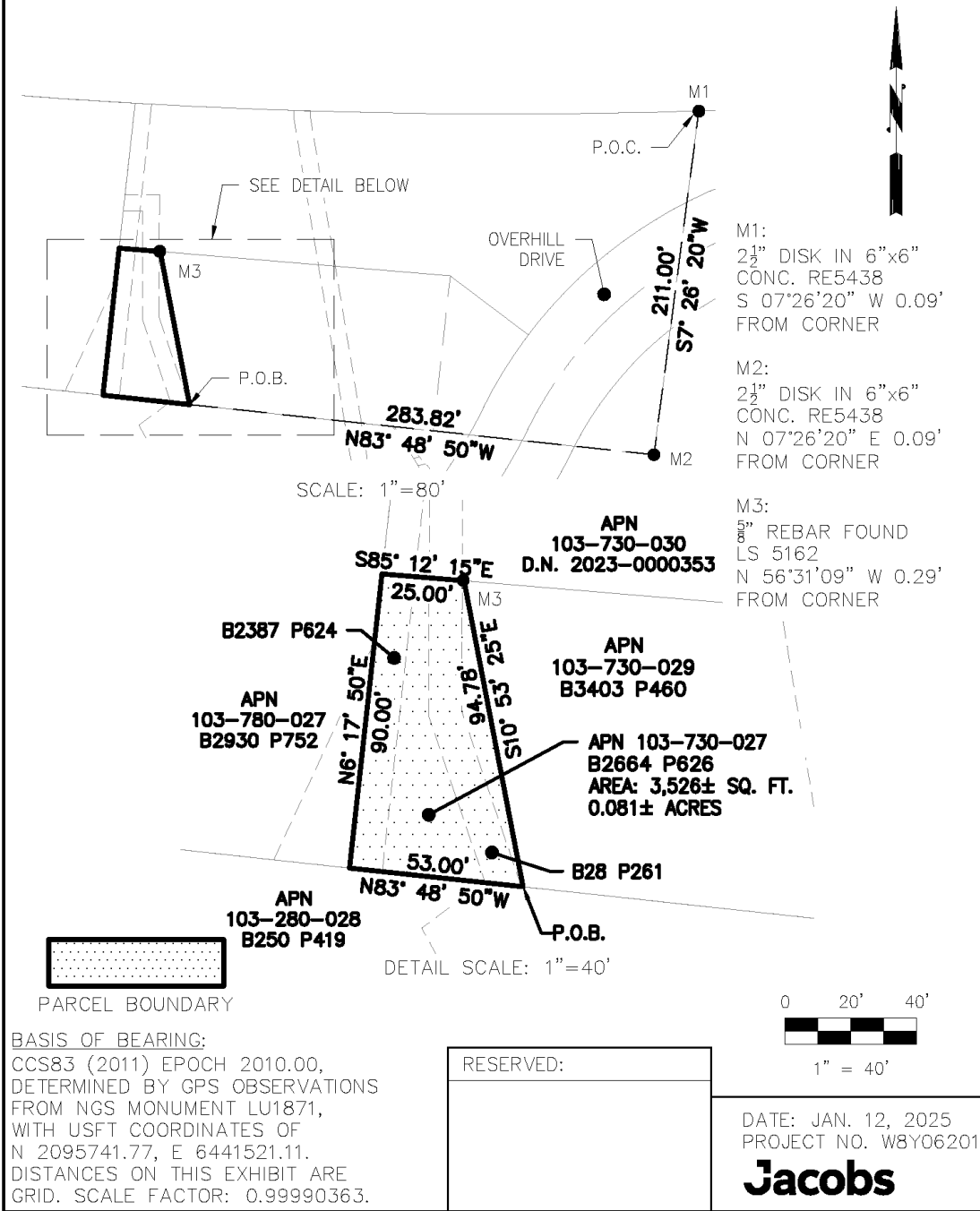
SCALE: AS NOTED

### EXHIBIT "B"

SHEET 1 OF 1

APN: 103-730-027

A PORTION OF THE P.B. READING GRANT



**BASIS OF BEARING:**  
 CCS83 (2011) EPOCH 2010.00,  
 DETERMINED BY GPS OBSERVATIONS  
 FROM NGS MONUMENT LU1871,  
 WITH USFT COORDINATES OF  
 N 2095741.77, E 6441521.11.  
 DISTANCES ON THIS EXHIBIT ARE  
 GRID. SCALE FACTOR: 0.99990363.

RESERVED:

DATE: JAN. 12, 2025  
 PROJECT NO. W8Y06201  
**Jacobs**

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Building Safety Numbering MOU

**PREPARER:** David Flores  
Associate Superintendent of Business Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

First responders and law enforcement have identified a critical challenge in emergency response: the lack of standardized building signage and numbering on school campuses. Currently, building identification varies significantly between schools and districts, which can cause confusion and delays for emergency crews who are unfamiliar with a specific layout.

To address this, the Shasta County Office of Education (SCOE) through the Shasta Safer Schools Coalition formed the School Building Numbering Initiative to identify a solution that will provide uniform standards that will help first responders navigate campuses quickly and confidently, ultimately improving emergency outcomes. SCOE is using their funding to purchase the signage for every district in the County. Administration recommends approving the MOU to start the program.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SHASTA COUNTY OFFICE OF EDUCATION AND  
Shasta Union High School District**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into, effective on the date of signing, by and between the Shasta County Office of Education (“SCOE”) and the Shasta Union High School District (“DISTRICT”), hereinafter referred to as the “Parties,” for the purpose of setting out the Parties’ respective obligations related to the Shasta County School Building Safety Numbering Initiative (“Program”). SCOE and District may each be referred to as a “Party” or collectively, as the “Parties”;

**RECITALS**

**WHEREAS**, the Parties SCOE and Tulare County Superintendent of Schools (“ActVnet”) have entered into an agreement to provide custom artwork and identification signs for school buildings and gates, as well as drone data capture services which will support building ID planning and accurate campus mapping, documentation of building layout, shapes, and locations (“Services”) for participating district campuses; and

**WHEREAS**, SCOE maintains the agency agreements with ActVnet for the Services; and

**WHEREAS**, the Parties desire to enter into this MOU to formally indicate District participation in the Program; and

**WHEREAS**, this MOU allows the facilitation of Program services to be executed between District and ActVnet; and

**NOW THEREFORE**, in consideration of the covenants and conditions of this MOU, including the Recitals hereof, which are incorporated herein by reference, the parties hereby agree as follows:

**AGREEMENT**

1. Duties:

a. SCOE’S Duties:

SCOE shall: Perform the duties specified in Exhibit A and B, which is attached and incorporated into this agreement.

b. DISTRICT’S Duties:

District shall: Perform the duties specified in Exhibit A and B, which is attached and incorporated into this agreement.

2. Term of MOU.

This MOU shall be effective *April 1, 2026* or upon the date both parties have executed this MOU and approved by their respective governing boards, if required, whichever

occurs later, and shall remain in effect until *February 25, 2027*, or until all obligations set forth in this MOU have been satisfactorily fulfilled, whichever occurs first.

3. Termination. This MOU may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such cancellation, to the extent any such payment is owed to a party for their work performed under this agreement, that party shall be entitled to payment for work or services already delivered and satisfactorily fulfilled according to the receiving party, prior to the date of termination.
4. Indemnity. Each Party shall defend, indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees, and only to the extent authorized by applicable law.
5. Insurance. Each Party shall be self-insured or maintain an insurance policy with sufficient coverage and limits to cover claims arising out of or related to this MOU. Each Party shall provide documentation verifying the Party's coverage and limits upon the written request of the other Party. Each Party shall notify the other Party within five business (5) days of any changes to the Party's policy or limits.
6. No Partnership. SCOE and District are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense. The Parties agree that the relationship created by this MOU is of independent contractors and does not create an employment relationship.
7. Pupil Records. The parties acknowledge that the Family Educational Rights and Privacy Act of 1974 (FERPA) and corresponding provisions of the California Education Code apply to the use and disclosure of education records. To the extent such records are created or maintained under this Agreement, each party will comply with FERPA and corresponding provisions of the California Education Code regarding the creation, maintenance, and disclosure of such student records.
8. Notices. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addressees:

To Shasta Union High School District:  
220 Eureka Way, Suite B  
Redding, CA 96001  
Attention: Dr. Owen Crosby, Superintendent

To SCOE:  
1644 Magnolia Avenue  
Redding, CA 96001  
Attention: Mike Freeman, Superintendent of Schools

9. Miscellaneous Provisions.

- a. Amendments. This MOU may be modified or amended only with the written consent of both Parties.
- b. No Assignment. Neither party shall assign nor transfer any rights or obligations under this Agreement without prior written consent of the party.
- c. Governing Law; Venue. This MOU shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this MOU shall be brought solely in the Superior Court of the State of California for Shasta County, subject to any transfer of venue as required by law.
- d. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
- e. Severability. If any provision of this MOU shall for any reason and to any extent be deemed invalid or unenforceable, the remainder of this MOU and application of such provisions to other persons or circumstances shall remain valid and enforceable to the fullest extent of the law.
- f. Execution in Counterparts. This MOU may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement. Signatures transmitted by facsimile shall be deemed original signatures.
- g. Warrant of Authority. Each of the persons signing this MOU represents and warrants that such person has been duly authorized to sign this MOU on behalf of the Party indicated, and each of the Parties by signing this MOU warrants and represents that such Party is legally authorized and entitled to enter into this MOU.

APPROVED BY:

**SHASTA COUNTY OFFICE OF  
EDUCATION**

**Shasta Union High School District**

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
Mike Freeman

\_\_\_\_\_  
Dr. Owen Crosby

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: \_\_\_\_\_

## EXHIBIT A: Custom Artwork and Identification signs for buildings and gates

### DUTIES

SCOE agrees to:

1. Support the facilitation of the Services to be rendered between ActVnet and the District.
2. Serve as the responsible party for contract total for services provided by ActVnet pursuant to the Fee Schedule in the Agency Agreement between SCOE and ActVnet.

District agrees to:

1. Participate in a Sign Order/Building ID Guide Review Meeting with ActVNet, in which sign colors, gate numbers, sign artwork, and building identification (including building ID and room details) signs will be reviewed for accuracy.
2. Fill out and sign a Sign Order Approval document (provided by ActVnet) indicating they have reviewed the Building ID Guide (provided by ActVnet) for accuracy and approve ordering of signs by ActVnet).
3. Upon receiving building Identification signs, within 2 months, use the Building ID guide provided by ActVnet as a guide to properly install all building identification and gate identification signs.
4. Upon building identification and gate sign installation completion, fill out and sign a Sign Audit verification form (provided by ActVnet), indicating they have audited the installation of the signs and have ensured they were installed in a manner that exactly matches the Building ID Guide.

## EXHIBIT B: Drone data capture services

## **DUTIES**

SCOE agrees to:

1. Support the facilitation of the Services to be rendered between ActVnet and the District.
2. Serve as the responsible party for the actual contract costs for services provided by ActVnet pursuant to the Fee Schedule in the Agency Agreement between SCOE and ActVnet.

District agrees to:

1. In coordination with SCOE, assist in scheduling drone data capture flights.  
Assistance in scheduling drone flights to minimize the number of people present on campus during flight operations
2. In coordination with SCOE, review and approve the following documents provided by ActVnet:
  - Site boundaries
  - Spotlight building structures located on each site
3. Provide site/campus access at a mutually agreed upon time to ActVnet and/or their approved contractor to facilitate the drone data capture activities.

# SHASTA UNION HIGH SCHOOL DISTRICT

**SUBJECT:** Local Control and Accountability Plan (LCAP)

**PREPARER:** Leo Perez  
Associate Superintendent of Instructional Services

**RECOMMENDATION:**  Action  
 Discussion  
 Information

**BACKGROUND:**

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

- 1) All graduates will successfully complete the required courses to allow access to all postsecondary options (college and career).
- 2) Implement a variety of measures to mitigate learning loss, maximize credit recovery options, and ensure all graduates are competent in reading and math.
- 3) Improve student engagement, support, school climate, safety, and environment.
- 4) Pioneer High School's Equity Multiplier goal aims to improve outcomes for English Learners, disadvantaged students, and students with disabilities by enhancing proficiency in math and English, improving graduation rates, and providing educator support using evidence-based strategies.

**REFERENCES:**

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