

Agenda
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
BOARD ROOM – 300 B Street
December 14, 2022
6:30 p.m. Closed Session
7:00 p.m. Estimated Open Session

District LCAP Goals

- ❖ Goal 1 – Biggs Unified will provide conditions of learning that will develop College and Career Ready students. Priority 1, 2 and 7.
- ❖ Goal 2 – Biggs Unified will plan programs, develop plans, and provide data from assessments that will maximize pupil outcomes. Priority 4 and 8.
- ❖ Goal 3 – Biggs Unified will promote students engagement and a school culture conducive to learning. Priority 3, 5 and 6.

OPEN SESSION

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLIGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES

Pgs. 4-8

- A. November 9, 2022
6. PLAQUE PRESENTATION – Kathryn Sheppard and Dennis Slusser
7. SWEARING-IN CEREMONY
 - A. Swearing in of Melissa A. Atteberry
 - B. Swearing in of Sean Avram

CLOSED SESSION

1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957
2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957
3. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957
4. Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)
5. Litigation; Pursuant to Government Code Sections 54956.9

If Closed Session is not completed before 7:00 p.m., it will resume immediately following the open session/regular meeting.

RECONVENE TO OPEN SESSION

8. ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION
9. ACTION ITEM - ANNUAL ORGANIZATIONAL MEETING
 - A. ELECTION OF OFFICERS

1. President - Any Board Member present may make nominations for the position of President of the Board, who shall be elected by the majority of the members present, voting by voice.
2. Vice President - The President shall ask for nominations for the positions of Vice President, who shall be elected by the majority of the members present, voting by voice.
3. Clerk - The President shall ask for nominations for the positions of Clerk, who shall be elected by the majority of the members present, voting by voice.
4. Establishment of Regular Meetings - The Board shall set the time and place of its regular meetings for 2023. The Board usually meets at 7:00 pm on the second Wednesday every month unless there is a holiday. There is a second meeting on the fourth Wednesday each month when necessary.
5. Selection of Board of Trustees Representatives - The Board shall select representatives and alternates in each of the following capacities.
 - a) Representative to City Council - Linda Brown was serving in this position.
 - b) Representative to LCAP Committee - Jonna Phillips was serving in this position.
 - c) Representative to Biggs/Richvale Educational Foundation - America Navarro was serving in this position.
 - d) Representatives to Negotiation Teams: Biggs Unified Teachers Association (BUTA) and California School Employees Association (CSEA) - Dennis Slusser was serving with BUTA and Kathryn Sheppard was serving with CSEA. Jonna Phillips was serving as the alternate for all representative positions.
6. Secretary to the Board - The District Superintendent shall be appointed to act as Secretary to the Board.

10. PARENT ASSOCIATIONS REPORTS

11. CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS

12. PUBLIC COMMENT

Anyone wishing to address the Board on items on or off the agenda may do so at this time. No action may be taken on items that are not listed as Action Items. Comments are limited to 3-5 minutes and 20 minutes each subject matter.

13. REPORTS (Pursuant to the Brown Act: Gov. Code 854950 et.seq. - Reports are limited to announcements or brief descriptions of individual activities)

A. ELEMENTARY SCHOOL PRINCIPAL'S REPORT:

B. HIGH SCHOOL PRINCIPAL'S REPORT:

C. M/O/T AND FOOD SERVICE REPORT:

D. SUPERINTENDENT'S REPORT:

E. FINANCIAL REPORT:

Pgs. 9-15

1. First Interim Budget

F. BOARD MEMBER REPORTS:

14. CONSENT AGENDA

All matters listed under the Consent Agenda are routine and will be acted upon by one motion and vote. If an item needs further clarification and/or discussion, it may be removed from the Consent portion of the agenda and then be acted upon as a separate item.

- Pg. 16 A. Approve Inter-district Agreement Request(s) for the 2022-2023 school year
- Pgs. 17-22 B. Approve Auxiliary Organization Application for Coverage with Butte Schools Self-Funded Programs and Bay Area Schools Insurance Cooperative

15. ACTION ITEMS

- A. Approve First Interim Budget
- Pgs. 23-24 B. Accept 2022-2023 Ag Career Technical Education Incentive Grant Award in the amount of \$ 15,870.00
- Pgs. 25-30 C. Approve CBO Contract for Analyn Dyer
- Pgs. 31-32 D. Adopt Resolution 2022/2023 #03 California Schools Healthy Air, Plumbing, and Efficiency Program for BHS commercial dishwasher
- Pgs. 33-57 E. Accept California Energy Commission Grant in the amount of \$27,065.04 for a commercial dishwasher for BHS
- Pgs. 58-59 F. Adopt Resolution 2022/2023 #04 California Schools Healthy Air, Plumbing, and Efficiency Program for RES toilet
- Pgs. 60-84 G. Accept California Energy Commission Grant in the amount of \$4,574.16 for a toilet at RES
- Pgs. 85-86 H. Approve overnight field trip request for FFA to attend leadership training in Sacramento 1/13/23-1/14/23
- Pgs. 87-90 I. Approve purchase of Social Studies curriculum from McGraw Hill for grades 10-12 pertaining to LCAP Goal 1, Action 1.2

16. PERSONNEL ACTION

- A. Approve hiring Steve Williams to coach 7th/8th grade boys basketball (paid) for the 2022/2023 season
- B. Approve hiring Chondra Vines to coach 7th/8th girls basketball (paid) for the 2022/2023 season
- C. Approve hiring Hollie Byers to coach 5th/6th grade boys basketball (paid) for the 2022/2023 season
- D. Approve hiring Hollie Byers to coach 5th/6th grade girls basketball (paid) for the 2022/2023 season
- E. Approve hiring Richard Oliverez as Assistant Varsity Wrestling coach (paid) for the 2022/2023 season
- F. Approve David Brewer as a non-paid walk on Assistant 7th/8th grade boys basketball coach for the 2022/2023 season
- G. Approve hiring Melanie Gardiner as a Substitute Instructional Aide
- H. Approve hiring Alexandra Stephens as a Substitute Teacher
- I. Approve hiring Christy Headley as a Long Term Substitute Cook/Custodian
- J. Approve hiring Analyn Dyer as Chief Business Officer

17. INFORMATION ITEMS

18. FUTURE ITEMS FOR DISCUSSION

19. ADJOURNMENT

Notice to the Public: Please contact the Superintendent's Office at 868-1281 ext. 250 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Minutes
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
November 9, 2022

OPEN SESSION

CALL TO ORDER – President Phillips called the meeting to order at 6:34 p.m.

ROLL CALL - Board members present: Jonna Phillips, America Navarro, Kathryn Sheppard, and Dennis Slusser were present. Board members absent: Linda Brown

PLEDGE OF ALLEGIANCE – President Phillips lead the Pledge of Allegiance.

APPROVAL OF AGENDA

The Board approved the agenda as presented. MSCU (Slusser/Sheppard) 4/0/1

Brown – Absent Sheppard – Aye Phillips – Aye Slusser – Aye Navarro – Aye

APPROVAL OF MINUTES

The Board approved the minutes from the regular Board meeting on October 12, 2022 and the Special Board meeting on October 10, 2022 as written. MSCU (Navarro/Slusser) 4/0/1

Brown – Absent Sheppard – Aye Phillips – Aye Slusser – Aye Navarro – Aye

The Board adjourned into Closed Session at 6:35 pm

CLOSED SESSION

1. **Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957**
2. **Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957**
3. **Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957**
4. **Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)**
5. **Litigation; Pursuant to Government Code Sections 54956.9**

Closed Session was adjourned at 7:10 pm and reconvened to Open Session at 7:12 pm.

Staff Present: Doug Kaelin, Superintendent; Donna Cyr, Admin. Assist. & HR Director; Loretta Long, Admin. Assist. & HR Director; Laquita Ulrich, BES Principal

ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION – President Phillips announced no action was taken in Closed Session.

PARENT ASSOCIATIONS REPORTS – None; however, a parent in the audience said that the Spaghetti Feed was great.

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS - None

STUDENT REPORTS:

- A. ASB REPORT - Marci Munanui, President, reported that the wreath sale fundraiser is going strong. They will be delivered the first week of December. They are holding a canned food drive to benefit the Biggs United Methodist Church. They are receiving lots of donations and it ends November 18th. Today, a group of ASB students went to BES to mentor and tutor students. Basketball Homecoming will be the week of January 23rd – 27th, and the theme is video games. They are in the process of moving supplies from the football concession stand to the Snack Shack for basketball season.
- B. FFA REPORT – Ally Williams and Marci Munanui reported that the Oct. 19th FFA Chapter Meeting was a success. Ms. Enke provided refreshments. Emiliano Bermudez won a belt buckle for the best lamb carcass at the Butte County Fair. They are currently collecting donations for Enloe Hospital. Opening/Closing competitions will be held at Las Plumas High School on November 10th. The next Chapter Meeting will be a potluck on November 16th at 6:45 pm.

STUDENT AWARDS:

- A. Elementary Students – Principal Ulrich announced the October Student of the Month winners. The students came up and received their awards.
- B. High School Students – Principal Kaelin announced the HS Wolverines of the Week for this week. He also announced that the Perfect Attendance program is going strong. He announced the October Student of the Month winners. Two high school students participated in BCOE’s Poetry Out Loud competition and did well.

PUBLIC COMMENT: Scott Gardiner, parent of four students in the District, spoke up about his concern that there is too much bullying going on on campus at the Elementary School, and that he doesn’t agree with the outcome of the recent teacher misconduct discipline. He would like the District to follow up on the situation.

REPORTS:

ELEMENTARY SCHOOL PRINCIPAL’S REPORT:

Principal Ulrich gave the report:

- Staff received training from Nick Wilson addressing student barriers, vocabulary using the Frayer Model, and understating emotions through characters using SEL.
- BES is working on LETRS Training and finishing up the pilot for StemScope. Next Science pilot will be Inspirer.
- Students enjoyed the PBIS Schoolwide Spirit Day. There were fourteen stations of activities.
- BES is working hard to improve attendance by meeting with families. Average daily absence is 23 students (7%).

- Spaghetti feed was a success with a great turnout. It was drive through this year, and they will try for an in person event next year.
- Students had a pumpkin patch courtesy of Ms. Byers and ASB. ASB will be holding a canned food drive next week as well as a Toys for Tots drive December 5th – 15th.
- The first honor roll assembly for 4th – 8th grades will be held on Nov. 18th.
- Discussing ways to develop a solid Math program using Reflex Math. Students will be given recognition for mastering multiplication facts.
- Coaches Corner: Mr. Williams and the high school ASB will be supporting student athletes with poor grades.

HIGH SCHOOL PRINCIPAL'S REPORT:

Principal/Superintendent Kaelin gave the report:

- ASB will be doing Secret Santa again this year.
- Senior Nights for volleyball, football and cheer were held on the nights of the last home games.
- Winter Sports tryouts are going on and our football team is in the playoffs.
- WASC process is ongoing. Student and parent involvement will be happening soon.
- Completed MAP assessment training for Math, ELA, and Science. Testing will take place up until Thanksgiving Break. Mr. McGee is the "tech guy" who is getting the system up and running for all of the teachers. 6th, 7th, and 8th grade teachers will complete training soon so they can test their students.
- Chico State providing opportunity to start the Upward Bound program again. Meetings have been ongoing. Goal is to have ten students meet the qualifications and attend.
- Names have been submitted for the Bill Gates Scholarship.
- The new Attendance Secretary, Meisha Cramer, has been doing great so far.
- New Athletic League Meeting was held today. Our teams are playing different schools than we are used to this year.
- We need to utilize Parent Communications is AERIES more and help parents to set up their Parent Portals. The high school will start mailing grades home again. Principal is encouraging teachers to send home positive communication to parents utilizing the post cards.

M/O/T/, FOOD SERVICE:

Superintendent Kaelin gave the report:

- Roof leaks are a problem after this recent rain.
- Veteran employees are leaving and are training the new employees.
- Work truck is getting old and will need to be replaced soon.
- The fiberglass pool is having issues with the pump. We are reaching out to the County to discuss options.

SUPERINTENDENT'S REPORT:

Superintendent Kaelin gave the report:

- He is currently reviewing applications for the CBO's replacement.
- The First Interim Budget report is coming due soon.
- Dealing with Aide and Transportation employee shortage.

BOARD MEMBER REPORTS: Nothing from the Board

CONSENT AGENDA

The Board approved the Consent Agenda Items A and B. MSCU (Sheppard/Slusser) 4/0/1

Brown – Absent Sheppard – Aye Phillips – Aye Slusser – Aye Navarro – Aye

- A. PO/Vendor Report for September 8, 2022 – November 2, 2022
- B. Inter-district Agreement Request(s) for the 2022 – 2023 school year

ACTION ITEMS

The Board approved Action Items A - C. MSCU (Sheppard/Navarro) 4/0/1

Brown – Absent Sheppard – Aye Phillips – Aye Slusser – Aye Navarro – Aye

- A. Set Date of Board of Trustee Annual Organizational Meeting for December 14, 2022.
- B. BES and RES 6th Grade Students to trip to Shady Creek Science Camp in Nevada City – dates to be determined.
- C. Boys and Girls JV and Varsity teams’ overnight Portola Basketball Tournament – dates to be determined.

PERSONNEL ACTION ITEMS

The Board approved Action Items A – J. MSCU (Sheppard/Slusser) 4/0/1

Brown – Absent Sheppard – Aye Phillips – Aye Slusser – Aye Navarro – Aye

- A. Revised Approval of Hiring Jennifer Walter (Agan) as a Multi Subject teacher, teaching First grade at Biggs Elementary School. She is being employed on a PIP (Provisional Internship Permit).
- B. Approve Hiring Allen Lee as walk-on Varsity Baseball Coach for the 2022/2023 season.
- C. Accept Resignation of Lorelle Mudd as Chief Business Officer effective November 30, 2022
- D. Approve Hiring Karen Sundberg as a long term sub Spanish teacher at Biggs High School effective November 14, 2022
- E. Accept resignation of Travis Smith as Grounds/Bus/Custodian effective October 31, 2022.
- F. Approve Hiring Travis Smith as Maintenance Worker / Bus Driver effective November 1, 2022.
- G. Accept resignation of Jimmy Janda as Light Maintenance/Custodial/Bus effective November 10, 2022.
- H. Accept David North’s retirement from the Maintenance/Bus Driver position effective December 30, 2022
- I. Accept Monica North’s retirement from the Bus Dispatcher/Bus Driver position effective December 30, 2022
- J. Approve Buster Callaway as a Walk-On Assistant Boys Basketball Coach for the 2022-2023 season.

Member Dennis Slusser pulled Item 9B and President Jonna Phillips pulled Item 9D for discussion. All questions were answered.

INFORMATION ITEMS - Superintendent Kaelin reported out that for the last Quarter, there have been no Williams Uniform Complaints against any school in the District.

FUTURE ITEMS FOR DISCUSSION – none at this time

ADJOURNMENT – 7:53 p.m.

MINUTES APPROVED AND ADOPTED:

Presiding President	Date
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Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

Biggs Unified School District

300 B STREET, BIGGS, CALIFORNIA 95917
(530)868-1281

Doug Kaelin
Superintendent

Budget Narrative

LOCAL CONTROL FUNDING FORMULA (LCFF)

The Budget includes a LCFF cost-of-living adjustment of 6.56 percent—the highest cost-of-living adjustment since the Great Recession. This increase will result in \$3.3 billion in additional discretionary funds for local educational agencies. Additionally, local expenditure data indicate that a significant proportion of the approximately \$30 billion in one-time COVID-related federal funding provided to local educational agencies in the 2020-21 and 2021-22 fiscal years remains available for expenditure, indicating significant available cash for local educational agencies in 2022-23.

Local Control Funding Formula Factors

The statutory cost-of-living adjustment (COLA) for 2022-23 is 6.56%, which is an expected increase from the January COLA estimate of 5.33%. Illustrated below is a comparison of projected COLAs for the budget year and two subsequent years:

Description	2022-23	2023-24	2024-25
LCFF COLAs (22-23 Gov. Proposal)	5.33%	3.61%	3.64%
LCFF COLAs (22-23 May Revision)	6.56%	5.38%	4.02%

Due to the impact that the COVID-19 Delta and Omicron variants have had on student and staff absences, Governor Gavin Newsom enacted budget on June 27, 2022 to allow all classroom-based local educational agencies to be funded for 2021-22 at the greater of their current year average daily attendance (ADA), or its current year enrollment adjusted for pre-COVID-19 absence rates by utilizing the 2019-20 ADA to October enrollment yield. The ADA derived from using the 2021-22 enrollment multiplied the District's 2019-20 ADA to enrollment ratio is not the same as using the 2019-20 ADA numbers.

ENROLLMENT

Enrollment projections for 2022/2023 and the two out years have been adjusted based on the 10/15/22 CALPADS report. It is projected the BUSD will continue to have declining enrollment.

	2021/22	2022/23	2023/24	2024/25
Elementary	398	376	361	348
High School	177	158	142	128
Total	575	534	503	476

REVENUE

As stated, with the increased COLA related to LCFF, LCFF funding is projected to increase by \$948K from the original adopted budget. Total Federal dollars will increase by \$3796K primarily due to the one time funding being added back into the 1st interim budget. State dollars are projected to increase by \$1250K for the same reason.

EXPENDITURES

Negotiated increases and employee step and column advancements are included in the budget. The salary and benefit costs account for 50% of the total expenditures in the 2022/2023 budget.

\$116K remains in the budget for Debt Services payments for the Bleacher project. The indirect cost rate decreased to 10.42% down from 12.68% in the previous year. Special Ed Billbacks increased by \$30K for the current budget year but are expected to increase again with the second interim as it had done in 21/22.

DEFICIT SPENDING

The District is currently budgeted to have net decreases in the current year and in the two subsequent years. As predicted, this decrease is due to the budgeting 'cliff' that has been discussed since 19/20. However, in an effort to mitigate some of the decrease, the governor has proposed a solution to address the ADA cliff. The solution allows the districts to fund based on the greater of Current-year ADA, Prior-year ADA, or the Computed average ADA using the prior three years' ADA.

FUND BALANCE/RESERVES

Based on updated LCFF Calculation projections for 2024/25, significant reduced funding is anticipated. As a result of the reduction in LCFF funding in future years and continued enrollment decline, the Multi-Year Projection (MYP) shows deficit spending of \$1774K in 23/24 and \$321K in 2024/25. Hopefully this MYP is the worst case scenario, but it is evident that the District will need to begin discussions about how to reduce on-going expenditures in the very near future.

Note: Because BUSD is a small district, we are exempt from the Routine Restricted Maintenance Account requirements and the cap on reserves.

2022-23 Biggs School District Primary Budget Components

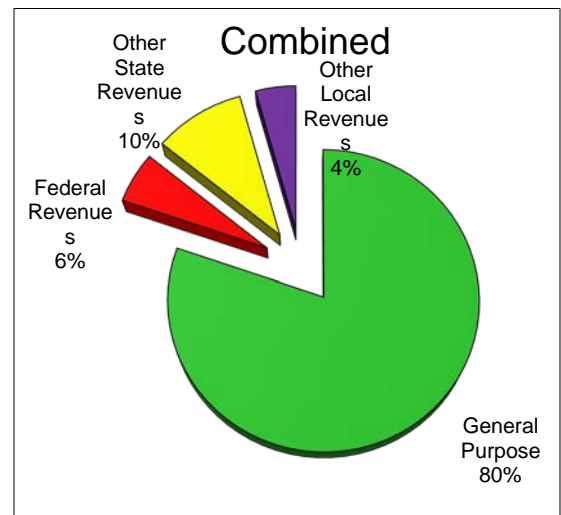
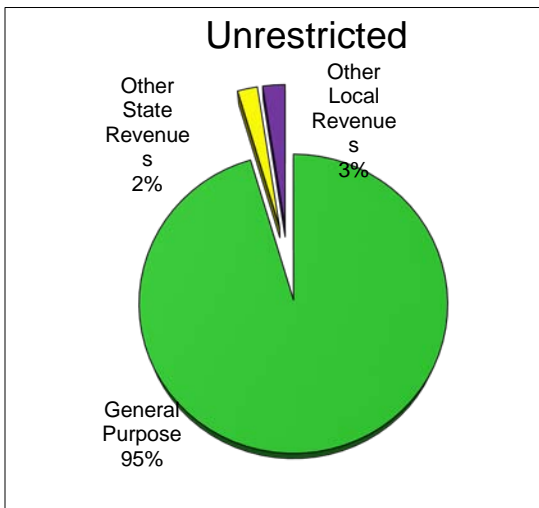
- ❖ Average Daily Attendance (ADA) is estimated at 498.78. Due to declining enrollment the funded ADA has been calculated using the governor's proposed ADA methodology and will be funded at 561.12.
- ❖ The District's estimated unduplicated pupil percentage for supplemental and concentration funding is estimated to be 57.68%.
- ❖ Lottery revenue is estimated to be \$170 per ADA for unrestricted purposes and \$67 per ADA for restricted purposes.
- ❖ Transitional Kindergarten ratio "add-on" is \$2,813 per transitional kindergarten ADA.

- ❖ Mandated Cost Block Grant is \$34.94 for K-8 ADA and \$67.31 for 9-12 ADA
- ❖ Except as illustrated under Contributions to Restricted Programs, all federal and state restricted categorical programs are self-funded.

General Fund Revenue Components

The District receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

Description	Unrestricted	Combined
General Purpose Revenue (LCFF)	\$7,206,792	\$7,206,792
Federal Revenues	\$0	\$4,253,671
Other State Revenues	\$149,535	\$2,056,649
Other Local Revenues	\$167,000	\$357,682
TOTAL	\$7,523,327	\$13,874,794



Education Protection Account

As approved by the voters on November 6, 2012, The Schools and Local Public Safety Protection Act of 2012 (Proposition 30) temporarily increased the State’s sales tax rate and the personal income tax rates for taxpayers in high tax brackets.

Proposition 30 provides that a portion of K-14 general purpose funds must be utilized for instructional purposes. Revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). The District receives funds from the EPA based on its proportionate share of statewide general purpose funds. A corresponding reduction is made to its state aid funds.

Subsequently, on November 8, 2016, the voters approved the California Children’s Education and Health Care Protection Act (Proposition 55) that maintains increased personal income tax rates for taxpayers in high tax brackets through 2030. Proposition 55 did not extend the sales tax increase; therefore, the temporary sales tax increase expired at the end of calendar year 2016.

K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs (as determined through the account code structure)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

Further, the annual financial audit includes verification that the EPA funds were used as specified by Proposition 30. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

Illustrated below is how the District's EPA funds are appropriated for 2022-23. The amounts will be revised throughout the year based on information received from the State. Additionally, ending balance if negative at year end will be expensed to the general fund using a Direct Charge transaction.

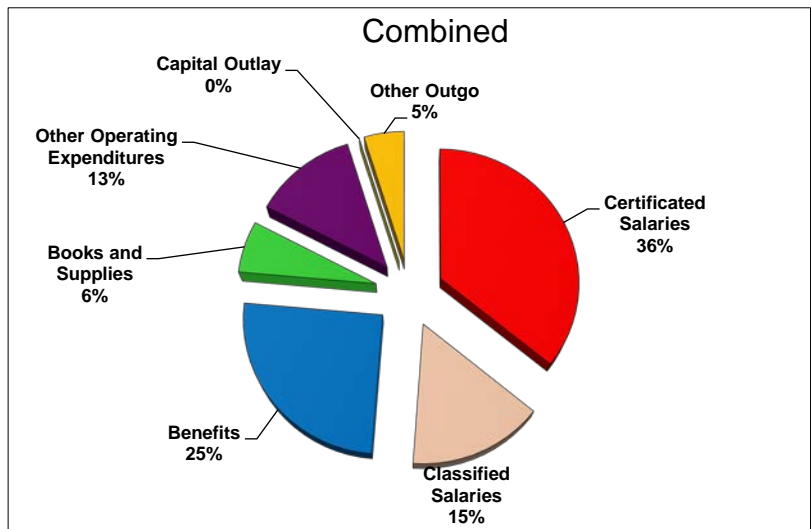
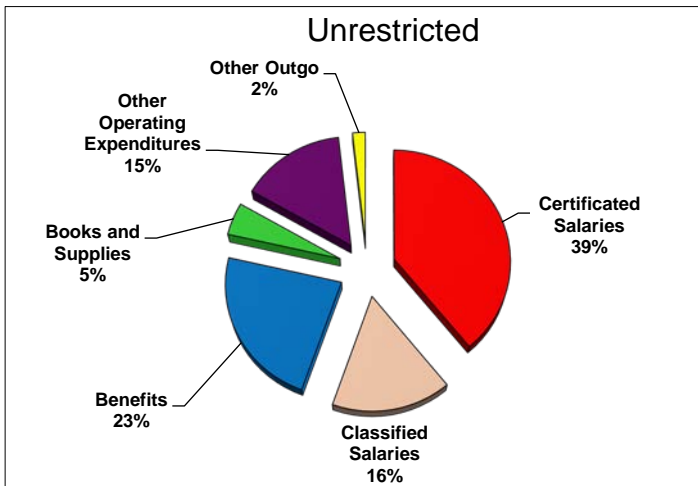
Education Protection Account (EPA) Budget <i>2022-23 Fiscal Year</i>	
Description	Amount
BEGINNING BALANCE	\$0
BUDGETED EPA REVENUES:	
<i>Estimated EPA Funds</i>	\$1,472,127
BUDGETED EPA EXPENDITURES:	
<i>Certificated Instructional Salaries</i>	\$715,201
<i>Certificated Instructional Benefits</i>	\$285,718
TOTAL	\$1,000,919
ENDING BALANCE	\$471,208

Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, salaries and benefits comprise approximately 80% of the District’s unrestricted budget, and approximately 46% of the total General Fund budget.

Description	Unrestricted	Combined
Certificated Salaries	\$2,575,770	\$3,359,871
Classified Salaries	\$965,591	\$1,199,740
Benefits (Payroll Taxes and Health & Welfare Contributions)	\$1,333,650	\$2,066,140
Books and Supplies	\$394,643	\$2,932,334
Other Operating Expenditures	\$1,230,229	\$3,540,826
Capital Outlay	\$0	\$482,704
Other Outgo	-\$264,830	\$858,653
TOTAL	\$6,235,053	\$14,440,268

Following is a graphical representation of expenditures by percentage:



General Fund Contributions to Restricted Programs

The following contributions of unrestricted resources to restricted programs are necessary to cover restricted program expenditures in excess of revenue:

Description	Amount
Special Education - Instruction	\$848,110
Title II - Teacher Quality	\$3,179
Agriculture Vocational Education	\$13,835
Title 1	\$31,387
TOTAL CONTRIBUTIONS	\$896,511

General Fund Summary

The District's 2022-23 General Fund projects a total operating deficit of \$565 thousand resulting in an estimated ending fund balance of \$3.1 million.

Cash Flow

The District is anticipating having positive monthly cash balances during the 2022-23 school year. Cash is always closely monitored in order to ensure the District is liquid to satisfy its obligations.

Multiyear Projection

General Planning Factors:

Illustrated below are the latest primary funding factors from the Governor's Enacted State Budget.

<i>Planning Factor</i>	2021-22	2022-23	2023-24	2024-25
Dept of Finance Statutory COLA	1.70%	6.56%	5.38%	4.02%
Local Control Funding Formula (LCFF) COLA	5.07%	6.56%	5.38%	4.02%
STRS Employer Rates	16.92%	19.10%	19.10%	19.10%
PERS Employer Rates	22.91%	25.37%	25.20%	24.60%
SUI Employer Rates	0.50%	0.50%	0.20%	0.20%
Lottery – Unrestricted per ADA	\$176.94	\$170	\$170	\$170
Lottery – Prop. 20 per ADA	\$81.94	\$67	\$67	\$67
Mandate Block Grant for Districts: K-8 per ADA	\$32.79	\$34.94	\$36.82	\$38.30
Mandate Block Grant for Districts: 9-12 per ADA	\$63.17	\$67.31	\$70.93	\$73.78
Mandate Block Grant for Charters: K-8 per ADA	\$17.21	\$18.34	\$19.33	\$20.11
Mandate Block Grant for Charters: 9-12 per ADA	\$47.84	\$50.98	\$53.72	\$55.88

Revenue Assumptions:

Per enrollment trends, the District continues to anticipate decline in its enrollment. The Local Control Funding Formula is based on the Department of Finance's estimates of COLA and funding percentages towards the District's LCFF Target as noted above. Unrestricted local revenue is estimated to remain relatively constant for the subsequent years. Restricted federal and local revenue increases are associated with increased costs relating to self-funded programs. State revenue is expected to decrease due to the reduction of various program revenues.

Expenditure Assumptions:

Certificated step and column costs are expected to increase by at least 1.49% each year. Classified step costs are expected to increase by at least 1% each year.

Estimated Ending Fund Balances:

During 2023-24, the District estimates that the General Fund is projected to deficit spend by \$177K resulting in an ending General Fund balance of approximately \$2,896 million.

During 2024-25, the District estimates that the General Fund is projected to deficit spend by \$321K resulting in an ending General Fund balance of \$2.6 million.

Conclusion:

Despite current year and future projected deficit spending, the projected budget and multi-year projections support that the District is projecting to be able to meet its financial obligations for the current and subsequent two years.

Administration is confident that the District will be able to maintain prudent operating reserves, and have the necessary cash in order to ensure that the District remains fiscally solvent.

BIGGS UNIFIED SCHOOL DISTRICT

Meeting Date: December 14, 2022

Item Number: 14 A
Item Title: Inter-district Agreement Request(s)
Presenter: Doug Kaelin, Superintendent & Loretta Long, Admin. Assistant/HR Officer
Attachment: None
Item Type: Consent Agenda Action Report Work Session Other:

Background/Comments:

We have received the following interdistrict transfer requests. After reviewing each one with Board Policy and Administration Regulations 5117, we make the following recommendations.

<u>2022-2023 School Year</u>	<u>From:</u>	<u>To:</u>	<u>Action</u>	<u>New/Ongoing:</u>
1. (8 th grade)	Biggs	Chico	Release	New
2. (4 th grade)	Biggs	Chico	Release	New
3. (11 th grade)	Biggs	Live Oak	Release	New
4. (7 th grade)	Gridley	Biggs	Accept	New

Fiscal Impact: We will have a loss of ADA for those outgoing transfer requests and an increase of ADA for those incoming transfer requests.

Recommendation: The Superintendent recommends action as indicated.

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Biggs Unified School District
and BHS Boosters Club

During the Period July 1, 2022 through June 30, 2024

The Butte Schools Self-Funded Programs (BSSP) and Bay Area Schools Insurance Cooperative (BASIC) have adopted the following minimum guidelines for the BHS Boosters Club (organization), an auxiliary organization of the Biggs Unified School District (district), to receive liability protection under the BSSP and BASIC memorandums of coverage:

1. The organization must have written bylaws specifying its purpose as a district/pupil support organization.
2. The bylaws must reflect the nature and degree of the district's direction and supervision of the organization and its activities.
3. The organization's meetings must be timely noticed.
4. The organization may not be a nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code, under the California Nonprofit Corporation Law, or under any similar law.
5. Minutes of all proceedings must be kept on file with the district.
6. The organization's events must have specific approval from the district's governing board or its authorized representative.
7. The organization's funds must be reported to and be under the control of the authorized representative of the district. Control shall be through one of the following:
 - a. A district administrative employee must be a signor on the organization's bank account(s);
 - b. A district administrative employee must sign on all payments and/or purchase orders; or
 - c. The organization must post a financial bond for the amount of the funds expected to be collected over a one-year period.
8. The organization must be approved by the district's governing board and the governing boards of both BSSP and BASIC for endorsement to the Memorandum of Coverage.
9. The organization must not discriminate against individuals or its members through the dissemination of funds.
10. Activities covered:

<ol style="list-style-type: none"> a. Meetings of the officers and members of the organization b. Newsletter and bulletins c. Candy, cake and bake sales d. Breakfasts, luncheons, brunches or dinners (excluding alcohol) e. Movies, lectures, or awards assemblies f. Drawings or auctions g. Fairs, bazaars or carnivals (excluding animal or mechanical rides) h. Float construction 	<ol style="list-style-type: none"> i. Garage sales j. Roller skating or ice skating k. Auto or motor vehicle shows/display l. Watercraft shows/display m. Car washes n. Concerts (excluding rock or "heavy metal") o. Field trips p. Amateur or professional live entertainment q. Parades r. Picnics and barbecues s. Pep rallies
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**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Biggs Unified School District
and BHS Boosters Club

During the Period July 1, 2022 through June 30, 2024

- t. Walk-a-thons, jog-a-thons, and like events u. Dances

11. Excluded activities include, but are not limited to:

- a. Motor vehicle or watercraft speed competitions or races
- b. Events involving alcohol
- c. Mechanical rides
- d. Animal rides
- e. Donkey basketball/baseball
- f. Fireworks
- g. Rodeo
- h. Skateboard events
- i. Bicycle events, involving acrobatics, stunts, or "motocross"
- j. Owned automobiles and trailers
- k. Athletic events such as: football, basketball, soccer, baseball/softball, volleyball, water sports, boxing, wrestling, physical contact sports, etc.

12. Any activity not listed above must be referred to BSSP for approval.

We accept and agree to abide by the above guidelines.

Organization: BHS Boosters Club

Name: _____

Title: _____

Signature: _____

Date: _____

District: Biggs Unified School District

Name: _____

Title: _____

Signature: _____

BSSP Approval on: _____

Name: _____

Signature: _____

Date: _____

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Biggs Unified School District
and Biggs Ag Boosters
During the Period July 1, 2022 through June 30, 2024

The Butte Schools Self-Funded Programs (BSSP) and Bay Area Schools Insurance Cooperative (BASIC) have adopted the following minimum guidelines for the Biggs Ag Boosters (organization), an auxiliary organization of the Biggs Unified School District (district), to receive liability protection under the BSSP and BASIC memorandums of coverage:

1. The organization must have written bylaws specifying its purpose as a district/pupil support organization.
2. The bylaws must reflect the nature and degree of the district's direction and supervision of the organization and its activities.
3. The organization's meetings must be timely noticed.
4. The organization may not be a nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code, under the California Nonprofit Corporation Law, or under any similar law.
5. Minutes of all proceedings must be kept on file with the district.
6. The organization's events must have specific approval from the district's governing board or its authorized representative.
7. The organization's funds must be reported to and be under the control of the authorized representative of the district. Control shall be through one of the following:
 - a. A district administrative employee must be a signor on the organization's bank account(s);
 - b. A district administrative employee must sign on all payments and/or purchase orders; or
 - c. The organization must post a financial bond for the amount of the funds expected to be collected over a one-year period.
8. The organization must be approved by the district's governing board and the governing boards of both BSSP and BASIC for endorsement to the Memorandum of Coverage.
9. The organization must not discriminate against individuals or its members through the dissemination of funds.
10. Activities covered:
 - a. Meetings of the officers and members of the organization
 - b. Newsletter and bulletins
 - c. Candy, cake and bake sales
 - d. Breakfasts, luncheons, brunches or dinners (excluding alcohol)
 - e. Movies, lectures, or awards assemblies
 - f. Drawings or auctions
 - g. Fairs, bazaars or carnivals (excluding animal or mechanical rides)
 - h. Float construction
 - i. Garage sales
 - j. Roller skating or ice skating
 - k. Auto or motor vehicle shows/display
 - l. Watercraft shows/display
 - m. Car washes
 - n. Concerts (excluding rock or "heavy metal")
 - o. Field trips
 - p. Amateur or professional live entertainment
 - q. Parades
 - r. Picnics and barbecues
 - s. Pep rallies

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Biggs Unified School District
and Biggs Ag Boosters
During the Period July 1, 2022 through June 30, 2024

- t. Walk-a-thons, jog-a-thons, and like events u. Dances

11. Excluded activities include, but are not limited to:

- a. Motor vehicle or watercraft speed competitions or races
- b. Events involving alcohol
- c. Mechanical rides
- d. Animal rides
- e. Donkey basketball/baseball
- f. Fireworks
- g. Rodeo
- h. Skateboard events
- i. Bicycle events, involving acrobatics, stunts, or "motocross"
- j. Owned automobiles and trailers
- k. Athletic events such as: football, basketball, soccer, baseball/softball, volleyball, water sports, boxing, wrestling, physical contact sports, etc.

12. Any activity not listed above must be referred to BSSP for approval.

We accept and agree to abide by the above guidelines.

Organization: Biggs Ag Boosters

Name: _____

Title: _____

Signature: _____

Date: _____

District: Biggs Unified School District

Name: _____

Title: _____

Signature: _____

BSSP Approval on: _____

Name: _____

Signature: _____

Date: _____

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Biggs Unified School District
and Richvale Parents' Association
During the Period July 1, 2022 through June 30, 2024

The Butte Schools Self-Funded Programs (BSSP) and Bay Area Schools Insurance Cooperative (BASIC) have adopted the following minimum guidelines for the Richvale Parents' Association (organization), an auxiliary organization of the Biggs Unified School District (district), to receive liability protection under the BSSP and BASIC memorandums of coverage:

1. The organization must have written bylaws specifying its purpose as a district/pupil support organization.
2. The bylaws must reflect the nature and degree of the district's direction and supervision of the organization and its activities.
3. The organization's meetings must be timely noticed.
4. The organization may not be a nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code, under the California Nonprofit Corporation Law, or under any similar law.
5. Minutes of all proceedings must be kept on file with the district.
6. The organization's events must have specific approval from the district's governing board or its authorized representative.
7. The organization's funds must be reported to and be under the control of the authorized representative of the district. Control shall be through one of the following:
 - a. A district administrative employee must be a signor on the organization's bank account(s);
 - b. A district administrative employee must sign on all payments and/or purchase orders; or
 - c. The organization must post a financial bond for the amount of the funds expected to be collected over a one-year period.
8. The organization must be approved by the district's governing board and the governing boards of both BSSP and BASIC for endorsement to the Memorandum of Coverage.
9. The organization must not discriminate against individuals or its members through the dissemination of funds.
10. Activities covered:
 - a. Meetings of the officers and members of the organization
 - b. Newsletter and bulletins
 - c. Candy, cake and bake sales
 - d. Breakfasts, luncheons, brunches or dinners (excluding alcohol)
 - e. Movies, lectures, or awards assemblies
 - f. Drawings or auctions
 - g. Fairs, bazaars or carnivals (excluding animal or mechanical rides)
 - h. Float construction
 - i. Garage sales
 - j. Roller skating or ice skating
 - k. Auto or motor vehicle shows/display
 - l. Watercraft shows/display
 - m. Car washes
 - n. Concerts (excluding rock or "heavy metal")
 - o. Field trips
 - p. Amateur or professional live entertainment
 - q. Parades
 - r. Picnics and barbecues
 - s. Pep rallies

**AUXILIARY ORGANIZATION APPLICATION FOR COVERAGE WITH
BUTTE SCHOOLS SELF-FUNDED PROGRAMS and
BAY AREA SCHOOLS INSURANCE COOPERATIVE**

For Activities Sponsored by the Biggs Unified School District
and Richvale Parents' Association
During the Period July 1, 2022 through June 30, 2024

- t. Walk-a-thons, jog-a-thons, and like events u. Dances

11. Excluded activities include, but are not limited to:

- a. Motor vehicle or watercraft speed competitions or races
- b. Events involving alcohol
- c. Mechanical rides
- d. Animal rides
- e. Donkey basketball/baseball
- f. Fireworks
- g. Rodeo
- h. Skateboard events
- i. Bicycle events, involving acrobatics, stunts, or "motocross"
- j. Owned automobiles and trailers
- k. Athletic events such as: football, basketball, soccer, baseball/softball, volleyball, water sports, boxing, wrestling, physical contact sports, etc.

12. Any activity not listed above must be referred to BSSP for approval.

We accept and agree to abide by the above guidelines.

Organization: Richvale Parents' Association
Name: _____
Title: _____
Signature: _____
Date: _____

District: Biggs Unified School District
Name: _____
Title: _____
Signature: _____

BSSP Approval on: _____
Name: _____
Signature: _____
Date: _____

California Department of Education
 Fiscal Administrative Services Division
 AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS Doug Kaelin, Superintendent Biggs Unified School District 300 B Street Biggs, CA 95917		CDE GRANT NUMBER				
		FY 22	PCA 23068	Vendor Number 61408	Suffix 00	
Attention Doug Kaelin		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY 04	
Program Office		Resource Code 7010	Revenue Object Code 8590		INDEX	
Telephone 530-868-1281						
Name of Grant Program 2022-23 Agricultural Career Technical Education Incentive Grant						
0615						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$15,870		\$15,870		7/1/22	6/30/23
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
I am pleased to inform you that you have been funded for the 2022-23 Agricultural Career Technical Education Incentive Grant.						
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.						
Please return the original, signed Grant Award Notification (AO-400) to:						
Rosalinda Jorrin, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901						
California Department of Education Contact Rosalinda Jorrin				Job Title Associate Governmental Program Analyst		
E-mail Address rjorrin@cde.ca.gov				Telephone 916-319-0448		
Signature of the State Superintendent of Public Instruction or Designee 				Date November 21, 2022		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.						
Printed Name of Authorized Agent Doug Kaelin				Title Superintendent		
E-mail Address dkaelin@biggs.org				Telephone 530) 868-1281		
Signature 				Date 11-28-22		

GRANT AWARD NOTIFICATION (Continued)

Biggs USD has been funded for the 2022-23 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2021-22 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report is due in the Regional Supervisor's Office by October 15, 2022. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fq/fo/r17/agin22rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region
JessaLee Goehring 209-639-2828 jgoehring@cde.ca.gov
- Central Region
Jill Sperling 559-303-3148 jsperling@cde.ca.gov
- San Joaquin Region
Shay Williams-Hopper 559-740-3686 swilliamshopper@cde.ca.gov
- South Coast Region
Greg Beard 805-756-2402 gbeard@calpoly.edu
- Southern Region
Jackie Ioimo Jones 805-863-8481 jioimo@cde.ca.gov
- Superior Region
Hugh Mooney 209-712-6692 hmooney@cde.ca.gov

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2022-23 application and original guidelines. The final 25 percent payment is expected to be released in April 2023.

School	1 st Payment	2 nd Payment	Total
Biggs HS	\$11,903	\$3,967	\$15,870

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

**BIGGS UNIFIED SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR CHIEF BUSINESS OFFICIAL**

PREAMBLE

The following is an agreement between the Biggs Unified School District, a public school district of the State of California ("District") and **Analyn Dyer**, an individual (referred to herein as "Chief Business Official/CBO").

RECITALS

1. TERM OF CONTRACT

The terms of this contract shall commence on December 1, 2022, subject to the terms and conditions hereinafter set forth. The contract shall be in effect through June 30, 2024 unless terminated early pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

The District shall provide the CBO with at least forty-five (45) days written notice prior to the expiration of this Agreement of the intention of the District not to renew the agreement.

2. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement is subject to all applicable laws of the State of California, the California Education Code, the rules and regulations of the California State Board of Education, and the rules, and the regulations and policies of the Board, all of which are incorporated herein by reference and made a part of this Agreement.

In accordance with Education Code Section 45100.5, the position of Chief Business Official is hereby designated as senior management of the classified service and shall be afforded all the rights, benefits, and burdens of other classified employees, except that the Chief Business Official shall be exempt from all provisions relating to obtaining permanent status in a senior management position. The employment rights are as provided in Education Code sections 45104.5 and 35031.

3. DUTIES AND RESPONSIBILITIES

The Chief Business Official shall assist the Superintendent in maintaining the business and budget functions of the District. The Chief Business Official supervises all business services personnel.

The Chief Business Official shall render twelve (12) months of full and regular services to the Biggs Unified School District during each annual period covered by the agreement, except as hereinafter provided.

The Chief Business Official shall endeavor to maintain and improve her professional competence by all available means including subscription to the reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state and national level, with the Superintendent's approval. The expense of said subscriptions, memberships, and attendance is to be at District expense. The Chief Business Official shall receive permission from the Governing Board and Superintendent for her attendance at out-of-state meetings and periodically report to the Governing Board her appraisal of the meetings.

This is an agreement for the performance of professional services as the Chief Business Official of the District. In recognition of the purposes of this Agreement, the CBO shall not be assigned to any other position nor have her duties assigned to others without the CBO's consent. No policy or bylaw of the District shall diminish the CBO's statutory or contractual authority. All duties assigned to the CBO by the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the CBO.

The CBO shall be entitled to attend all regular, special and (when necessary) closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees as needed, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

4. OTHER PROFESSIONAL ACTIVITIES

With the approval of the Governing Board, the Chief Business Official may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations; said outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Chief Business Official's performance of her duties under this agreement.

5. SALARY

The Chief Business Official's annual salary (effective December 1, 2022) shall be \$114,000, payable in twelve (12) equal monthly payments. (The first year of the contract shall be pro-rated based on the hire day)

The Governing Board reserves the right to modify the annual salary rate of any or all years of the Chief Business Official's contract, with the mutual consent of the Chief Business Official. Such modifications may be retroactive. However, by so doing, a new contract has not been entered into, nor the termination date of the existing contract extended.

In an effort to maintain equity with other certificated and administrative personnel, the Chief Business Official shall receive a total compensation increase (salary and/or district contribution towards medical, dental and vision) each year of this agreement that is not less than the percentage increase given to the administrative/management team.

6. **WORK DAYS**

December 1, 2022 – June 30, 2023 The Chief Business Official shall work 7 months (132 days)

July 1, 2023 – June 30, 2024, The Chief Business Official's work year shall be 12 months, 225 work days.

The Chief Business Official shall accrue sick leave at the rate of twelve (12) days per contract year. Such days may be used prior to their accrual, but not to exceed the total accumulated and which may accrue in that contract year.

7. **FRINGE BENEFITS**

Health and Welfare - The District shall contribute the same amount for the Chief Business Official as identified in the 2022-2023 CSEA agreement Article III B 1.

All statutes applicable to classified sick leave and disability leave shall apply. Unused sick leave and disability insurance shall be compensated according to Governing Board policies.

The District shall pay the Chief Business Official's annual professional dues in CASBO and any other professional organization that directly contributes to her ability to perform her duties as the Chief Business Official as determined by the Superintendent.

The District shall reimburse the Chief Business Official for all actual and necessary expenses incurred by the Chief Business Official within the scope of employment and while representing the District. The Chief Business Official shall submit original receipts and/or billing slips for all expenses to be paid out of an expense account established by the Board. Should the District require the Chief Business Official to attend or to participate in a function requiring that the Chief Business Official be absent from home, the Chief Business Official may, at her option, be accompanied by her family members. Any increased travel or accommodation expenses occasioned by the presence of the family members will be borne completely by the Chief Business Official.

8. **EVALUATION**

On or prior to June 30 of each year the Superintendent shall evaluate the performance of the Chief Business Official according to the position description. In the event the Superintendent determines that the performance of the Chief Business Official is satisfactory, the Superintendent shall so state in writing.

In the event the performance of the Chief Business Official is less than satisfactory, the Superintendent shall discuss in written detail the unsatisfactory performance including specific instances where appropriate. Each area ranked less than satisfactory shall be supplemented with recommendations for improvement and Superintendent-developed plan for accomplishing said improvement.

A copy of the written evaluation shall be delivered to the Chief Business Official within ten (10) days of its completion. The Chief Business Official shall have the right to make a written response to the Superintendent respecting the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Chief Business Official, the Superintendent shall meet with the Chief Business Official to discuss the evaluation.

9. CHANGES IN OR TERMINATION OF CONTRACT

Notwithstanding any other provision of this agreement, pursuant to Education Code section 35031, the Board may, upon the giving of forty-five (45) days notice, terminate this agreement effective as of June 30 of any year during the term of this agreement. In the absence of such timely notice, this Agreement shall be deemed to be renewed for one additional year on the same terms, but in no event may this Agreement be extended or renewed beyond June 30, 2025, except by action of the Board in open session at a regular public meeting.

In the event the agreement is terminated for any reason by the Board other than material breach, the Chief Business Official shall receive no more than one month's salary for each month remaining on the term of the agreement, but in no event shall this amount exceed twelve (12) months' payment if the remaining term exceeds twelve (12) months at the time of termination.

This agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code, Section 35031, provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party.

Additional amendments may be added to the contract by mutual consent of the Chief Business Official and the Governing Board at any time during the period of this contract, provided such agreements are reduced to writing and signed by both parties.

This agreement may be terminated by the Governing Board for cause, including but not limited to material breach of contract or any grounds constituting good cause, including failure by the Chief Business Official to perform any of the duties and responsibilities as set forth in the position description of the Chief Business Official, or any other material breach of the agreement by the Chief Business Official. Notice of termination for cause shall be given in writing, and the CBO shall be entitled to appear before the Governing Board to discuss such causes. The CBO shall be afforded the right to be represented by counsel at her own expense, the right to present witnesses and evidence on her behalf and to cross-examine witnesses presented against her, and the right to a decision based on the matters at the hearing and stating the ground for any action. Such meeting shall be conducted in closed session unless specifically prohibited by state law. The CBO shall not be entitled to severance pay in the event of termination for cause.

Reimbursement by CBO to the District: If this Agreement is terminated, any cash settlement related to the termination that the CBO may receive from the Governing Board shall be fully reimbursed to the Governing Board if CBO is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

Should the Chief Business Official be unable to serve in her position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statute and Governing Board policies, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Chief Business Official to further serve in her position of employment, this contract shall be terminated by the Governing Board.

This agreement shall terminate upon the occurrence of any of the following events:

- Whenever the CBO and District shall mutually agree to termination in writing
- Upon the death of the CBO

10. INDEMNITY

In accordance with the provisions of Government Code Section 825 and 995, the District shall defend the Chief Business Official from any and all demands, claims, suits, actions and legal proceedings brought against the CBO in the CBO's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Chief Business Official was acting within the scope of employment.

Upon retirement or separation from the district, the CBO will continue to be indemnified for any actions taken against her related to her role as the CBO for the district.

11. INCORPORATION OF GOVERNMENT CODE SECTIONS

In the event this agreement or applicable law is construed or interpreted to provide any paid leave pending an investigation, criminal legal defense, or cash settlement in the event of termination, the specific limitations set forth in government code sections 54243, 53243.1, 54242.2, 5324.3 and 5324.4 are fully incorporated into this agreement.

GENERAL PROVISIONS

In witness herein we affix our signatures to this agreement as the full and complete understanding of the relationships between the parties hereto.

This contract is the full and complete agreement between the parties hereto, and it can be changed or modified only by a written agreement, signed by all parties or their successors in interest to this agreement.

References to code sections in this agreement are references to sections in force at the time the agreement was signed and to successor sections covering the same statutory issues or to which may subsequently amend the section referred to herein.

IN WITNESS WHEREOF, this Agreement has been executed this 29th day of November, 2022.

BY: _____

Jonna Phillips , Board President

DATE: _____

BY: _____

Doug Kaelin, Superintendent

DATE: _____

BY: _____

Analyn Dyer, CBO

DATE: _____

**California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution**

RESOLUTION NO. 2022/2023 #03

Resolution of

BIGGS UNIFIED SCHOOL DISTRICT

Name of Local Educational Agency

WHEREAS, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that BIGGS UNIFIED BOARD OF TRUSTEES
Governing Body

authorizes Doug Kaellin, Superintendent to apply for a
LEA Name

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), BIGGS UNIFIED BOARD OF TRUSTEES finds that the activity funded by
Governing Body

the grant is (Please select one)

not a project because the ground is not being disturbed.

OR

a project that is exempt under _____ because

OR

a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the BIGGS UNIFIED BOARD OF TRUSTEES authorizes Doug Kaellin, Superintendent
Governing Body *LEA Name*
to accept a grant up to \$ 27,065.04 and accept all grant agreement
Grant Amount Requested
terms and conditions.



RECIPIENT Biggs Unified	AGREEMENT NUMBER 22R3PA1548
ADDRESS Doug Kaelin 300 B St Biggs, CA 95917	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT \$27,065.04
Total of REIMBURSABLE AMOUNT \$27,065.04

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

**EXHIBIT A
Scope of Work**

Biggs Unified 04614080000000

Total Number of Sites 1

Site Name

Biggs High

CDS Code

04614080430827

**Biggs High
Appliance/Fixture**
Commercial Dishwasher

Unit Count

1

**EXHIBIT B
Budget**

Biggs Unified 0461408000000

**Total Requested Amount
\$27,065.04**

Site Name
Biggs High

Requested Amount
\$27,065.04

Biggs High
Appliance/Fixture
Commercial Dishwasher

Requested Amount
\$27,065.04

Total Grant Award
Initial Payment
Final Payment

\$27,065.04
\$13,532.52
\$13,532.52

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to replace noncompliant plumbing fixtures and appliances. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Plumbing Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE plumbing program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur within the Agreement term specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Plumbing Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, “Products”)
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, “General Provisions”)
- Nondiscrimination (included in Section 23, “Certifications and Compliance”)
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, “General Provisions”)

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient’s final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Plumbing Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section H, Ineligible Costs, of the CalSHAPE Plumbing Program Commission Guidelines.

- 3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Plumbing Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

- i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission’s performance of this Agreement at the Commission’s option, and will be at the Recipient’s sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient’s budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient’s performance under this Agreement.

21. Reserved

22. General Provisions

- a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
 - d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.

- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. “Equipment” includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation’s discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

**California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution**

RESOLUTION NO. 2022/2023 #04

Resolution of

BIGGS UNIFIED SCHOOL DISTRICT

Name of Local Educational Agency

WHEREAS, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that BIGGS UNIFIED BOARD OF TRUSTEES

Governing Body

authorizes Doug Kaelin, Superintendent to apply for a

LEA Name

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), BIGGS UNIFIED BOARD OF TRUSTEES finds that the activity funded by

Governing Body

the grant is (Please select one)

not a project because the ground is not being disturbed.

OR

a project that is exempt under _____ because

OR

a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the BIGGS UNIFIED BOARD OF TRUSTEES authorizes Doug Kaelin, Superintendent

Governing Body

LEA Name

to accept a grant up to \$ 4,574.16 and accept all grant agreement

Grant Amount Requested

terms and conditions.



RECIPIENT Biggs Unified	AGREEMENT NUMBER 22R3PA1547
ADDRESS Doug Kaelin 300 B St Biggs, CA 95917	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A** – Scope of Work
- Exhibit B** – Budget
- Exhibit C** – Agreement Contacts
- Exhibit D** – Terms and Conditions

REIMBURSABLE AMOUNT \$4,574.16
Total of REIMBURSABLE AMOUNT \$4,574.16

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

EXHIBIT A
Scope of Work

Biggs Unified 04614080000000

Total Number of Sites 1

Site Name

Richvale Elementary

CDS Code

04614086002950

Richvale Elementary

Appliance/Fixture

Toilet

Unit Count

3

**EXHIBIT B
Budget**

Biggs Unified 0461408000000

**Total Requested Amount
\$4,574.16**

Site Name

Richvale Elementary

Requested Amount

\$4,574.16

Richvale Elementary

Appliance/Fixture

Toilet

Requested Amount

\$4,574.16

Total Grant Award

Initial Payment

Final Payment

\$4,574.16

\$2,287.08

\$2,287.08

EXHIBIT C Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C Contacts

LEA Contact (Primary)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

LEA Contact (Alternate)

Name
Address
City, State, Zip
E-mail

EXHIBIT D

CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to replace noncompliant plumbing fixtures and appliances. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Plumbing Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE plumbing program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur within the Agreement term specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Plumbing Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Plumbing Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section H, Ineligible Costs, of the CalSHAPE Plumbing Program Commission Guidelines.

- 3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Plumbing Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

- i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission’s performance of this Agreement at the Commission’s option, and will be at the Recipient’s sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient’s budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient’s performance under this Agreement.

21. Reserved

22. General Provisions

- a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
 - d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.

- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. “Equipment” includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation’s discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

Biggs Unified School District Field Trip Request Approval Form

Proposed Activity: FFA MFS / ALA

Date of Request: 12-1-22 School: BHS

Name of Staff Member/Position Making the Request: Boyes OR ENKE

Class, Grade or Organization Making the Request: FFA

Destination: SACRAMENTO

Number of Students Involved in this Activity: 6 Cost Per Student: 0

Funding Source: FFA Cost to District: _____

Was Trip Budgeted: yes no

Adult Chaperones (including teachers): Boyes OR ENKE

*Attach a list of all Adult Chaperones: Include name and cell telephone number
(Reminder: All chaperones need fingerprint clearance before chaperoning a trip.)*


Purpose and relationship of trip to class activities: _____

LEADERSHIP TRAINING

Educational Standard(s) to be realized through trip: _____

LEADERSHIP DEVELOPMENT

Signature of Staff Member Making the Request:

x 

Date(s) of the Field Trip:

A complete itinerary of the trip including a breakdown of activities by hours, housing arrangements(s) including phone number(s) and address(es), and an explanation of the educational purpose(s) of this trip must be included with this request. The Field trip request form must be received by the principal 30 days prior to the trip. All out-of-state and overnight trips need Biggs Unified Board of Trustees approval. Out-of-state and overnight trips must be submitted one week prior to a regular Board meeting.

LCAP Goal 1
Action 1.2

Item 15 I



Because learning changes everything.™

QUOTE PREPARED FOR:

Biggs Unif School Dist
300 B ST
BIGGS, CA 95917-9732
ACCOUNT NUMBER: 189319

SUBSCRIPTION/DIGITAL CONTACT:

Doug Kaelin
dkaelin@biggs.org
(530) 868-1281 x 250

CONTACT:

Doug Kaelin
dkaelin@biggs.org
(530) 868-1281 x 250

SALES REP INFORMATION:

Jennifer Simpson
jennifer.simpson@mheducation.com
480-290-8356

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Grade 10 - World History, Culture, & Geography: The Modern World	\$5,452.99	(\$413.39)	\$5,039.60
Grade 11 - United States History & Geography: Continuity & Change	\$5,452.99	(\$413.39)	\$5,039.60
Grade 12 - Principles of Economics	\$6,232.35	(\$438.75)	\$5,793.60
Grade 12 - Principles of American Democracy	\$6,232.35	(\$438.75)	\$5,793.60
PRODUCT TOTAL*	\$23,370.68	(\$1,704.28)	\$21,666.40
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$1,570.82
GRAND TOTAL*			\$23,237.22

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 11/28/2022

ACCOUNT NAME: Biggs Unif School Dist

EXPIRATION DATE: 01/12/2023

QUOTE NUMBER: JSIMP-11282022033319-001

ACCOUNT #: 189319

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Grade 10 - World History, Culture, & Geography: The Modern World					
IMPACT CA G10 CMP D/P STDNT 4YR BDL WRLD HIST CULTR&GEOG MDRN WRLD	978-0-07-687959-5	40	\$125.99	\$0.00	\$5,039.60
IMPACT CALIFORNIA G10 TEACHER EDITION WORLD HISTORY CULTURE & GEOGRAPHY	978-0-07-675578-3	1	\$153.79	\$153.79	*Free Materials
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