



OROVILLE UNION HIGH SCHOOL DISTRICT SPECIAL BOARD OF TRUSTEES MEETING AGENDA

**Wednesday, June 8, 2022 at 5:00 p.m. at the District Office, 2211 Washington Avenue,
Oroville, CA 95966**

Closed session is at the end of the meeting. The meeting will start at 5:00 p.m.

District Goals

1. Provide equitable educational opportunities to every student.
2. Provide a safe, nurturing and supportive environment to every student using Culturally Responsive Positive Behavior Intervention Supports as a framework.
3. Every student will have a goal for college and/or careers, and our district will prepare each for participation in those opportunities.

BOARD MEMBERS:

Scott Damon, President
Amber Englund, Vice President
Ray Sehorn, Clerk
Bonnie King, Trustee
Nannette Walker, Trustee

DISTRICT ADMINISTRATION:

Dr. Corey Willenberg, Superintendent
Susan Watts, Asst. Superintendent/CBO
Kevin Simas, Director of Education
Jeff Ochs, Director of Alternative Education
Dr. Lamar Collins Principal, Las Plumas High School
Cristi Tellechea, Principal, Oroville High School
Tim Drury, Continuation School Principal

Agenda materials are available on the district's website (ouhsd.org)

NON-DISCRIMINATION STATEMENT: the Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on actual or perceived characteristics of race, color, ancestry, nationality, immigration status, age, ethnicity, religion, parental or pregnancy status, marital status, medical information, mental or physical disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics.

AMERICANS WITH DISABILITIES ACT: Please contact the Superintendent's Office at 538-2300, extension 1107, 48 hours in advance of the meeting should you require a disability-related modification or accommodation in order to participate in meetings or visit the District Office.

ALL MEETINGS ARE RECORDED

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES**

SPECIAL MEETING AGENDA

Wednesday, June 8, 2022, 5:00 p.m. in the District Office Conference Room, 2211 Washington Avenue, Oroville, CA 95966 and via YouTube (see coversheet)

CALL TO ORDER

ROLL CALL

Scott Damon, Amber Englund, Bonnie King, Ray Sehorn and Nannette Walker

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

NEW BUSINESS

1. Resolutions Regarding School Board Elections (Willenberg)

The Butte County Office of Education coordinates school board elections and as such, has asked the Board to take action on three documents: Resolution on Order of Election, Resolution on Establishing Procedure in Case of Tie Vote, and a Resolution Regarding Costs of Candidates Statements. All three documents can be approved by one motion. **Recommend approval of Resolution #21-21/22, #22-21/22 and #23-21/22**

Enclosures

2. Resolution to Purchase Four Electric Buses through the California HVIP Grant (Willenberg)

Mr. LaGrone is seeking approval to purchase four 2021 Micro Bird G5 electric buses for a total of \$1,235,239.20, which will be completely funded by the California HVIP grant. The buses will be used for special education transportation. Two of the buses have wheelchair lifts and all buses will have air conditioning. These buses are being purchased to satisfy an agreement with PG&E for new electric infrastructure that is being purchased with the grant. If the buses are not purchased, the district will be required to pay PG&E an estimated \$45,000 for project planning. **Recommend approval of Resolution #24-21/22**

Enclosure

3. Independent Contractor Agreement with David Davis (Watts)

The District is seeking approval of an Independent Contractor Agreement for David Davis to run a volleyball camp at LPHS from June 20th – 23rd and at OHS from July 18th – 21st at a cost of \$2000 per school. The cost will be paid by the site athletics budget. **Recommend approval**

Enclosure

SPECIAL BOARD AGENDA FOR JUNE 8, 2022

4. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

Cristi Tellechea
Principal
Resignation
Effective 6/30/2022

Samantha Bright
Teacher
Resignation
Effective 6/3/2022

Jannie Ford
Ag Mechanics Teacher-LPHS
1.0 FTE 184 days
Step/Class 1/II \$53,500
Effective 7/1/2022

Yesenia Carmona
Social Science Teacher – LPHS
1.0 FTE; 184 days
Step/Class 1/IV \$57,320
Effective 8/12/2022

Jessica Penney
Spanish Teacher-LPHS
1.0 FTE; 184 days
Step/Class 1/III \$55,407
Effective 8/12/2022

Gabriela Rodriguez
English Teacher-OHS
1.0 FTE; 184 days
Step/Class 1/III \$55,407
Effective 8/12/2022

Savannah Tristan
English Teacher-OHS
1.0 FTE 184 days;
Step/Class 1/II \$53,500
Effective 8/12/2022

Rebecca Harvey
Social Science Teacher-OHS
1.0 FTE; 184 days
Step/Class 1/IV \$57,320
Effective 8/12/2022

Summer Vereecke
Special Education Teacher-OHS
1.0 FTE; 184 days
Step/Class 1/IV \$57,320
Effective 8/12/2022

Classified

Lena Miller
Para-Educator II
Resignation
Effective 6/2/2022

Autumn Roden
Custodian
8.0hrs p/day; 260 days p/yr.
Step/Column 15/A \$17.51 p/hr.
Effective 6/9/2022

Paul Suarez
Custodian
8.0 hrs. P/day; 260 days p/yr.
Step/Column 15/C \$19.31 p/hr.
Effective 6/9/2022

**Employees will transfer from OCESD to
OUHSD effective 7/1/22 and will retain their
seniority date. Effective date will be first
date of paid service:**

Rhonda Copelin
Transportation Lead
8.0 hrs. P/day; 260 days p/yr.
Step/Column 24/K23 \$31.76
Effective 6/24/2022

Rosella Davis
Bus Driver
2.0 hrs. P/day; SDO+1
Step/Column 17/E04 \$22.36p/hr.
Effective 8/12/2022

Rosella Davis
Bus Driver Trainer
6.0 hrs. P/day; 240 days p/yr.
Step/Column 20/E04 \$24.08p/hr.
Effective 7/29/2022

Thay Lee
Bus Driver
6.5hrs p/day; SDO+1
Step/Column 17/N31 \$29.18 p/hr.
Effective 8/12/2022

Bryon McConkey
Courier
3.5hrs p/day; SDO+1
Step/Column 15/B \$18.41
Effective 8/12/2022

SPECIAL BOARD AGENDA FOR JUNE 8, 2022

Certificated (Cont.)

Jennifer McKim
Special Education Teacher-OHS
1.0 FTE, 184 days
Step/Class 4/IV \$63,049
Effective 8/12/2022

Brenna Hall
Special Education Teacher-PHS
1.0 FTE; 184 days
Step/Class 11/IV \$76,415
Effective 8/12/2022

Classified (Cont.)

Jacqueline Pursch
Bus Driver
4.58 hrs. P/day; SDO+1
Step/Column 17/L21 \$27.51p/hr. (Y-rated
until 26/27 school year)
Effective 8/12/2022

Jacqueline Pursch
Special Education Clerical Aide
1.75 hrs. P/day; SDO
Step/Column 12/L21 \$24.34p/hr. (Y-rated
until 26/27 school year)
Effective 8/12/2022

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release]

RESULTS OF CLOSED SESSION

ADJOURNMENT

The meeting will be adjourned to the next regular board meeting scheduled for Wednesday, June 22, 2022, at 5:30 p.m. at the Transportation Department Conference Room, located at 2139 Washington Avenue, and on YouTube.

ORDER OF ELECTION
(Education Code Sections 5000, 5018, 5304, and 5322)

RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION
Resolution #21-21/22

WHEREAS, the regular biennial election of Governing Board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of Governing Board members of the Biggs Unified School District of Butte County, now be it

RESOLVED that, the County Superintendent of Schools for this county call the election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 8, 2022.

The purpose of the election is to elect 3 members of the governing board of the Oroville Union High School District

Offices Subject to Election: 3 Members 4 year terms

IT IS FURTHER ORDERED that the clerk or secretary of the Oroville Union High School District Governing Board shall deliver not less than 123 days prior to the date set for the election, one (1) copy to the officer conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the Oroville Union High School District Governing Board of Butte County, being the board authorized by law to make the designations therein contained on June 8, 2022.

Signed: _____
(Clerk/Secretary of the Governing Board)

Instructions: After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two (2) copies to the County Superintendent of Schools and one (1) to the officer conducting the election, not less than 123 days prior to the date set for the election (Election Code 5322). One (1) of these copies is to be delivered by the County Superintendent to the County Clerk or Registrar of Voters, with a copy of the Notice of Election, at least 120 days prior to the day of election (Education Code 5324).

Remaining Board Members: Damon and Sehorn

RESOLUTION #22-21/22
ESTABLISHING PROCEDURE

IN CASE OF TIE VOTE AT GOVERNING BOARD ELECTION

WHEREAS, 3 members of the Oroville Union High School District Governing Board are to be elected at the November 8, 2022 election; and

WHEREAS, Education Code Section 5304 provides that the Governing Board has the duty to resolve tie votes in governing board elections; and

WHEREAS, Education Code Section 5016 provides that the Governing Board may either call a runoff election or determine the winner or winners by lot.

BE IT THEREFORE RESOLVED that, in the event a tie vote makes it impossible to determine which of two or more candidates has been elected to the Governing Board, the winner shall be determined by lot.

PASSED AND ADOPTED by the Oroville Union High School District Governing Board, this 8th day of June, 2022 by the following vote:

AYES: _____
(Board Member's Names)

NOES: _____
(Board Member's Names)

ABSENT: _____
(Board Member's Names)

ABSTENTION: _____
(Board Member's Names)

(President of the Governing Board)

ATTEST:

By _____
(Secretary to the Board)

Remaining Board Members: Damon and Sehorn

**OROVILLE UNION HIGH SCHOOL DISTRICT
RESOLUTION #23-21/22
REGARDING COSTS OF CANDIDATES' STATEMENTS**

WHEREAS, pursuant to Elections Code § 13307 - 133307.5, each candidate for elective office may prepare a candidate's statement for inclusion in the voter's pamphlet.

BE IT THEREFORE RESOLVED by the Oroville Union High School District Governing Board, that each candidate for a position on the Governing Board shall be required to pay his or her pro rata share of the cost of printing, handling, translating and mailing of the candidate's statement filed pursuant to California Elections Code § 13307 - 133307.5, in accordance with said section for the General Election to be held on November 8, 2022.

PASSED AND ADOPTED by the Governing Board this 8th day of June, 2022 by the following vote:

AYES: _____
(Board Member's Names)

NOES: _____
(Board Member's Names)

ABSENT: _____
(Board Member's Names)

ABSTENTION: _____
(Board Member's Names)

(President of the Governing Board)

ATTEST:

By: _____
(Secretary to the Board)

Oroville Union High School District
Memorandum

TO: Board of Trustees

From: Jim LaGrone, Transportation Director

Date: May 31, 2022

Subject: Approval of Grant for Electric School Buses

I am requesting that the Oroville Union High School District approve a board resolution for the acquisition of four (4) electric school buses through the California HVIP grant. The district has selected AZ Bus Sales as the preferred vendor. The district anticipates purchasing four (4) Micro Bird G5 Electric School Buses on an E450 platform. These buses are new 2021 Models and range between \$99,000.00 and \$350,000.00 which is paid for by the grant. The district is purchasing these electric buses to satisfy an agreement with PGE for new electrical infrastructure that is being purchased with a grant. If we do not purchase these buses the district will be responsible for paying PG&E for project planning which is estimated at \$45,000.00. These vehicles will be used for special education transportation. Two buses will have wheel chair lifts. All buses will come equipped with air conditioning.

Thank you,

Jim LaGrone

RESOLUTION No. 24-21/22

**BEFORE THE OROVILLE UNION HIGH SCHOOL DISTRICT AUTHORIZING PARTICIPATION IN
THE HVIP PUBLIC SCHOOL BUS SET-ASIDE FOR SMALL AND MEDIUM AIR DISTRICTS
(PUBLIC SCHOOL BUS SET-ASIDE)**

WHEREAS, on June 8, 2022, the Board of Trustees of the Oroville Union High School District met in regular session; and

WHEREAS, California Climate Investments are funded by the State proceeds from Cap-and-Trade auctions. These funds provide an opportunity for the State to invest in projects that help achieve our climate goals and provide benefits to disadvantaged communities; and

WHEREAS, the California Air Resources Board (CARB) created the Public School Bus Set-Aside, and has allocated funding from the California Climate Investments; and

WHEREAS, CALSTART has been selected to administer the Public School Bus Set-Aside on behalf of CARB; and

WHEREAS, CALSTART requires the submission of information, on standardized forms (application forms), to determine eligibility and to prioritize projects; and

WHEREAS, if selected to receive funding, in order to participate in the Public School Bus Set-Aside, the grantee is required to enter into an agreement with CALSTART wherein the fulfillment of terms and conditions is required in order to receive the funding.

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oroville Union High School District authorizes the submission of applications for the Public School Bus Set-Aside; and

BE IT FURTHER RESOLVED, that if selected for funding, the Superintendent is authorized to enter into binding Voucher Agreements by signing Terms and Conditions on behalf of the school district and to act, as needed, to ensure the terms are satisfied.

On motion of _____, Seconded by _____, the foregoing resolution is hereby PASSED and ADOPTED BY the Oroville Union High School District Governing Board on June 8, 2022 by the following votes:

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

Mr. Scott Damon, Board President

ATTEST:

Dr. Corey Willenberg, Board Clerk



3418 52nd Ave. Sacramento CA 95823
Quote #22622
June 1, 2022
(408) 688-4774
<https://a-zbus.com>



Gabe Hightman
ghightman@a-zbus.com
(408) 688-4774

2022 (or) Newer Micro Bird G5 Ford 200

Customer:	Oroville Union High School District	Attn:	Jim LaGrone
Mailing	2211 Washington Avenue	Phone:	(530) 538-2300 x1108
Address:	Oroville, CA 95966	Email:	jlagrone@ouhsd.net

Quantity:	2	Wheelbase:	158"
GVWR:	14,500	Transmission:	
Engine:	Electric	Suspension:	Spring/Spring
Fuel Type:	Electric	Brakes:	Hyd
Fuel Port:	Front Right	Upholstery:	Blue
Capacity:	18 Amb 1 WC 2 CRS 5 VAR WC	WC Lift:	Braun Century 800#
AC:	MCC AC Habitable & Ecotuned Dash - EV		

Body Content

- SCHOOL BUS YELLOW
- FRONT FLOOR VINYL
- EXTERIOR MIRROR DELETE
- FRAME PUCKS
- RADIO PREPARATION/2 SPEAKERS
- BODY FLAT FLOOR 158/159" 76"
- PANEL BELOW WINDOW - ALUMINUM
- DECAL MICRO BIRD ENG YLW BACK
- DECAL -SCHOOL BUS-
- CLEAR GLASS ENTRANCE DOOR
- DOD ELECT CONTROL
- DECAL EMERGENCY DOOR
- EXTERIOR SKINS
- EXT WINDOW TRIM
- DOUBLE OPENING DOOR 32 IN
- FORD OR GM CONSOLE FOR SWITCHES
- INT & EXT FINISHING PARTS
- STANDARD FRONT STRUCTURE
- ENTR GRAB LH 1¼ IN LH SS PLAIN
- GLOVE COMPARTMENT
- GRAVEL SHIELDS MOLDED
- DRIP RAILS
- INT MIRROR 6X16 IN
- INT FRONT SKINS STD
- PNT ROOF SKINS 0 R/H SPEAKERS STD
- INTERIOR FINISH STANDARD
- STANDARD LED DOME LIGHTS
- IDENTIF.& CLEARANCE LIGHTS LED

- DIRECTIONAL LED LIGHTS NO ARROW
- STEPWELL LED LIGHT
- LICENSE PLATE LIGHT LED
- REFLECTORS REAR (4) RED-3M
- LIFT DOOR 2 LEAVES REAR
- STOP & TAIL LED LIGHTS
- RR DOOR LATCH/SLIDE BAR/3 POINT
- MORE VIEW W/CLEAR GLASS TEMPERED
- NO WHEEL HOUSINGS
- PAINT EXTERIOR SCHOOL BUS YELLOW
- REINF.PLATE HDCP DOOR 403/404 G5
- PAINT ROOF WHITE G5
- PAINTED ENT/STEP BODY COLOR MATCH
- EMERGENCY EXIT AJAR BUZZER
- TELESCOPIC RETAINER REAR DOOR
- RR DOOR 2 GLASSES
- FRONT CAP SB OR COM STANDARD
- REAR CAP SB OR COM STANDARD
- REFLEC TAPE EMER/D YELLOW 3M
- RUB RAIL FLOOR LEVEL
- RUB RAIL BLACK
- RUB RAIL SEAT LEVEL
- REAR STRUCTURE STANDARD
- FMVSS 210 SEAT BELT ANCHORAGE
- ELEC SYS W/SOLENOID 200A
- CENTRAL SPEAKERS IN CEILING
- STATIC ROOF VENT
- TRIANGULAR WARNING DEVICE
- WHEEL TRIM BLACK
- SEQUENTIAL 8WAY SYSTEM
- WIRING SYSTEM STANDARD
- BLACK ARROW 6IN INSIDE EMER/D
- DECAL EV CARB CERTIFICATION LABEL
- "STOP WHEN RD LIGHTS FLASH" 6"DECAL
- EMER/OVERRIDE SWITCH WWSQ AND WPB
- CHILD CHECK EP1 - CA SPEC
- EXTINGUISHER 5 LBS
- TWO (2) HANDICAP DECALS (2) 6X6
- HOOD OVER WARNING LAMPS (BLACK)
- INTERLOCK REAR EMER.DOOR RED LIGHT
- INTERLOCK LIFT WITHOUT KEY
- JOINT STRENGTH STEEL FLR C/FMVSS221
- LIFT DOOR SWITCH 2ND DOOR
- PILOT LIGHT DASH - EMERGENCY EXITS
- PILOT LIGHT/DASH LIFT DOOR GREEN
- BUZZER FOR OPEN LIFT DOOR
- 4 X L-TRACK FULL LENGTH W/SEAT LH
- MUD FLAPS
- HPADS GREY W/AC RR 55K W/RR/D
- S/SKIN SUPP & M/FLAP W/AC WO/FIR
- SEAT SPACING INSTRUCTIONS DECAL FOR
- TRACK SEATING SEAT SUPPORT
- WINDOW TRIM PROTECTION
- G5 SIDE SKINS REINFORCEMENTS
- A/C MCC EV HABITACLE EVAP/AR/MUR
- A/C ECOTUNED DASH
- ADDITIONAL LEAF SPRING (1)
- CEW BARRIER STANDARD RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLK
- CEW BARRIER STANDARD RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLK
- BACKING SAFETY HORN SAE 112DBA
- BACK-UP CAM W/SCREEN IN MIR ROSCO
- BLACK AROUND WARNING LAMPS DELETE
- ELECTRIC ENTRANCE DOOR KEY SWITCH
- ELECTRIC HEATING SYSTEM 34K BTU
- SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
- FLOOR STEEL GALVANIZED 14 GA EV

- ENTR GRAB RH 1¼ IN SS PLAIN
- HEATER REAR 26000BTU (WALL MOUNT)
- INT FINITION RR W/A/C MCC 55K
- 39 IN KICK PANEL UNDER LH BARRIER
- 39 IN KICK PANEL UNDER RH BARRIER
- DOME LIGHTS ON BATTERY
- DOME LIGHTS REAR WITH SWITCH
- BRAUN LIFT CENTURY FMVSS 34X54
- BACK-UP LIGHTS LED
- READING LIGHT ABOVE DRIVER LED
- LEG T/S CEW DOUBLE QSTRAINT
- DEC BIRD ELECTRIC GREEN
- LIFT/D GLASS (2) DARK TINT (26%)
- WHITE STROBE LED LIGHT ON BATTERY
- EXTERIOR LIGHTS LED ENTRANCE DOOR
- EXTERIOR LIGHTS LED SIDE LIFT DOOR
- HDCP DOOR HANDLE WITH KEY
- L-TRK W/C BELTS Q-STR.RET.W/WALL TR
- 4 X L-TRACK FULL LENGTH W/SEAT RH
- MIRROR ROSCO SB HTD W/TIMER
- "PERMIT HOLDER" 5 IN X 9 IN
- PAINT WHEEL YELLOW
- PLYWOOD 5/8" EV ELECTRICAL HEATER
- QUIET VEHICLE SOUNDER
- REAR DOOR GLASS (2) DARK TINT 26%
- RUNNING BOARD LEFT ALUMIN. PAINTED
- RADIO AM/FM/CD/USB/PA MB FOR EV
- RUB RAIL SKIRT
- FLOOR STRUCTURE WO/FIR EV
- STOP ARM SMI STOP LED/STROBE REAR
- CEW SCHOOL ICS/3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL ICS/3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- WALL MOUNT L-TRACK LH&RH SHLDR BELT
- UNDERCOATING BODY AND CHASSIS
- WIN S/S TINT 26%
- 8 WAY WIRING POWER ON BATTERY
- 2 BACK WINDOWS DARK TINT (26%)
- 8 WAYS STD LED STROBE 4 AMBER 4 RED

Chassis Content

- | | |
|---|--|
| <ul style="list-style-type: none"> • CHASSIS • SHUT-OFF VALVE DELETE EV • BATTERY 78 AMP-HR • CLOTH BUCKET SEAT • MEDIUM FLINT CLOTH INTERIOR TRIM • DUAL REAR WHEELS • ELECTRONIC STABILITY CONTROL • HORN DUAL NOTE | <ul style="list-style-type: none"> • HILL START ASSIST • PNEUS LT225/75RX16E- DRW (HANKOOK) • INTERMITTENT WINDSHIELD WIPERS • REAR AXLE RATIO 4.56 • LICENSE PLATE BRACKET • 158" WHEELBASE • ORANGE SEAT BELT |
|---|--|

- GROSS VEHICLE WEIGHT RATING 14500LBS
- 50 STATE EMISSIONS SYSTEM
- SCHOOL BUS PACKAGE E-SERIES
- GAWR FRONT 5000 LBS
- SPARE TIRE & WHEEL NOT INCLUDED
- TILT STEERING WHEEL
- AUX HEATER A/C WITH FRONT CONTROL
- FRONT DASH AIR (AIR CONDITIONING)
- DELETE PASSENGER AIR BAG
- DOOR RIGHT HAND NOT INCLUDED
- INSIDE REARVIEW MIRROR
- 16 X 6 WHITE STEEL WHEELS DRW
- BLACK BUMPER AND GRILL
- REAR GAWR 9600 LBS
- ALIGNMENT FORD
- BUMPER REAR - STEEL 3/16
- GVWR 14,500 LBS FORD
- BATTERIE BOX SIDE DELETE EV FORD
- CHASSIS PREPARATION EV
- STRUCTURAL CAGE EV
- DIRECT CURRENT FAST CHARGE 50KW
- DRIVE LINE GUARD FRONT/REAR E/V
- EV SCREEN 7.0 IN
- 2ND GEN ELECTRIC VEH POWERTRAIN
- EXHAUST OEM
- FUEL INTEGRITY REINFORCEMENTS DEL
- HEATER HOSE DELETE EV
- EV CCS COMBO TYPE 1 CONNECTOR
- EV ELECTRIC DIAGNOSTIC SYSTEM
- SOLAR PANEL SYSTEM
- TOW HOOK REAR
- 4 WHEEL DISC BRAKES WITH ABS

Dealer Added Content

- Lettering
- Hand held stop sign & holder
- FE/FAK/Reflectors/Decals - CA Spec
- Fog lights in front bumper
- EP1 Child check safety system - CA spec
- Safety belt & Pad kit for Braun WC lift - Blue upholstery
- Gatekeeper 5 Head Camera System
- ProAir HEPA Air Filtration System

Pricing

Unit Price:	\$290,694.22
Taxable Amount:	\$251,218.22
Non-Taxable Amount:	\$39,476.00
8.250 % Sales Tax Total:	\$20,725.50
Total Per Unit w/Tax Included:	\$311,419.72
Grand Total For 2 Unit(s):	\$622,839.44

Acceptance

Signature: _____ Title: _____

Name: _____ Date: _____

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Oroville Union High School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Ford at time of order. Ford criteria will have to be met to apply for and receive incentives.

By initialing, we certify that our district is moving forward with plans for Electric Vehicle Infrastructure, and that A-Z Bus Sales is responsible for the bus(es) ordered ONLY. Should there be delays with infrastructure, this will not affect the district's ability to accept delivery of the bus(es) or make payment. _____ (Initial Here)

All pricing valid for 90 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.



3418 52nd Ave. Sacramento CA 95823
Quote #22621
June 1, 2022
(408) 688-4774
<https://a-zbus.com>



Gabe Hightman
ghightman@a-zbus.com
(408) 688-4774

2021 (or) Newer Micro Bird G5 Ford 200

Customer:	Oroville Union High School District	Attn:	Jim LaGrone
Mailing	2211 Washington Avenue	Phone:	(530) 538-2300 x1108
Address:	Oroville, CA 95966	Email:	jlagrone@ouhsd.net

Quantity:	2	Wheelbase:	158"
GVWR:	14,500	Transmission:	
Engine:	Electric	Suspension:	Spring/Spring
Fuel Type:	Electric	Brakes:	Hyd
Fuel Port:	Front Right	Upholstery:	Blue
Capacity:	24 Amb 2 CRS	WC Lift:	N/A
AC:	MCC AC Habitable & Ecotuned Dash - EV		

Body Content

- SCHOOL BUS YELLOW
- FRONT FLOOR VINYL
- EXTERIOR MIRROR DELETE
- FRAME PUCKS
- RADIO PREPARATION/2 SPEAKERS
- PANEL BELOW WINDOW - ALUMINUM
- BODY WHEEL HOUSING DW G5 76"
- DECAL MICRO BIRD ENG YLW BACK
- DECAL -SCHOOL BUS-
- CLEAR GLASS ENTRANCE DOOR
- DOD ELECT CONTROL
- DECAL EMERGENCY DOOR
- EXTERIOR SKINS
- EXT WINDOW TRIM
- DOUBLE OPENING DOOR 32 IN
- FORD OR GM CONSOLE FOR SWITCHES
- INT & EXT FINISHING PARTS
- STANDARD FRONT STRUCTURE
- ENTR GRAB LH 1¼ IN LH SS PLAIN
- GLOVE COMPARTMENT
- GRAVEL SHIELDS MOLDED
- DRIP RAILS
- INT MIRROR 6X16 IN
- PNT ROOF SKINS 0 R/H SPEAKERS STD
- INTERIOR FINISH STANDARD
- STANDARD LED DOME LIGHTS
- IDENTIF. & CLEARANCE LIGHTS LED
- DIRECTIONAL LED LIGHTS NO ARROW

- STEPWELL LED LIGHT
- LICENSE PLATE LIGHT LED
- REFLECTORS REAR (4) RED-3M
- STOP & TAIL LED LIGHTS
- RR DOOR LATCH/SLIDE BAR/3 POINT
- MORE VIEW W/CLEAR GLASS TEMPERED
- PAINT EXTERIOR SCHOOL BUS YELLOW
- PAINT ROOF WHITE G5
- PAINTED ENT/STEP BODY COLOR MATCH
- EMERGENCY EXIT AJAR BUZZER
- TELESCOPIC RETAINER REAR DOOR
- RR DOOR 2 GLASSES
- FRONT CAP SB OR COM STANDARD
- REAR CAP SB OR COM STANDARD
- REFLEC TAPE EMER/D YELLOW 3M
- RUB RAIL FLOOR LEVEL
- RUB RAIL BLACK
- RUB RAIL SEAT LEVEL
- REAR STRUCTURE STANDARD
- ELEC SYS W/SOLENOID 200A
- CENTRAL SPEAKERS IN CEILING
- STATIC ROOF VENT
- WHEEL HOUSINGS STEEL
- TRIANGULAR WARNING DEVICE
- WHEEL TRIM BLACK
- SEQUENTIAL 8WAY SYSTEM
- WIRING SYSTEM STANDARD
- "STOP WHEN RD LIGHTS FLASH" 6"DECAL
- EMER/OVERRIDE SWITCH WWSQ AND WPB
- CHILD CHECK EP1 - CA SPEC
- EXTINGUISHER 5 LBS
- HOOD OVER WARNING LAMPS (BLACK)
- INTERLOCK REAR EMER.DOOR RED LIGHT
- JOINT STRENGTH STEEL FLR C/FMVSS221
- PILOT LIGHT DASH - EMERGENCY EXITS
- MUD FLAPS
- FMVSS 210 SEAT BELT ANCHORAGE
- S/SKIN SUPP & M/FLAP W/AC WO/FIR
- WINDOW TRIM PROTECTION
- G5 SIDE SKINS REINFORCEMENTS
- A/C MCC EV HABITACLE EVAP/AR/MUR
- A/C ECOTUNED DASH
- BLACK ARROW 6IN INSIDE EMER/D
- CEW BARRIER STANDARD RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLK
- CEW BARRIER STANDARD RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLK
- BACKING SAFETY HORN SAE 112DBA
- BACK-UP CAM W/SCREEN IN MIR ROSCO
- BLACK AROUND WARNING LAMPS DELETE
- DECAL EV CARB CERTIFICATION LABEL
- ELECTRIC ENTRANCE DOOR KEY SWITCH
- ELECTRIC HEATING SYSTEM 34K BTU
- SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
- FLOOR STEEL GALVANIZED 14 GA EV
- ENTR GRAB RH 1¼ IN SS PLAIN
- HEATER REAR 42000BTU
- INT FRONT SKINS REINFORCED
- INT FINITION RR W/A/C MCC 55K
- 39 IN KICK PANEL UNDER LH BARRIER
- 39 IN KICK PANEL UNDER RH BARRIER
- DOME LIGHTS ON BATTERY
- DOME LIGHTS REAR WITH SWITCH
- BACK-UP LIGHTS LED
- READING LIGHT ABOVE DRIVER LED
- LEG CEW DOUBLE
- DEC BIRD ELECTRIC GREEN

- WHITE STROBE LED LIGHT ON BATTERY
- EXTERIOR LIGHTS LED ENTRANCE DOOR
- MIRROR ROSCO SB HTD W/TIMER
- "PERMIT HOLDER" 5 IN X 9 IN
- HPADS GREY W/AC RR 55K W/RR/D
- PAINT WHEEL YELLOW
- PLYWOOD 1/2" EV ELECTRICAL HEATER
- QUIET VEHICLE SOUNDER
- REAR DOOR GLASS (2) DARK TINT 26%
- RUNNING BOARD LEFT ALUMIN. PAINTED
- RADIO AM/FM/CD/USB/PA MB FOR EV
- RUB RAIL SKIRT
- FLOOR STRUCTURE WO/FIR EV
- STOP ARM SMI STOP LED/STROBE REAR
- CEW SCHOOL ICS/3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL ICS/3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- UNDERCOATING BODY AND CHASSIS
- WIN S/S TINT 26%
- 8 WAY WIRING POWER ON BATTERY
- 2 BACK WINDOWS DARK TINT (26%)
- 8 WAYS STD LED STROBE 4 AMBER 4 RED

Chassis Content

- CHASSIS
- 2ND GEN ELECTRIC VEH POWERTRAIN
- CLOTH BUCKET SEAT
- MEDIUM FLINT CLOTH INTERIOR TRIM
- DUAL REAR WHEELS
- ELECTRONIC STABILITY CONTROL
- HORN DUAL NOTE
- HILL START ASSIST
- PNEUS LT225/75RX16E- DRW (HANKOOK)
- INTERMITTENT WINDSHIELD WIPERS
- REAR AXLE RATIO 4.56
- LICENSE PLATE BRACKET
- 158" WHEELBASE
- ORANGE SEAT BELT
- GROSS VEHICLE WEIGHT RATING 14500LBS
- 50 STATE EMISSIONS SYSTEM
- SCHOOL BUS PACKAGE E-SERIES
- GAWR FRONT 5000 LBS
- SPARE TIRE & WHEEL NOT INCLUDED
- TILT STEERING WHEEL
- AUX HEATER A/C WITH FRONT CONTROL
- FRONT DASH AIR (AIR CONDITIONING)
- DELETE PASSENGER AIR BAG
- DOOR RIGHT HAND NOT INCLUDED
- INSIDE REARVIEW MIRROR
- 16 X 6 WHITE STEEL WHEELS DRW
- BLACK BUMPER AND GRILL
- REAR GAWR 9600 LBS
- ALIGNMENT FORD
- BUMPER REAR - STEEL 3/16
- GVWR 14,500 LBS FORD
- EXHAUST FLUSH TO BUMPER
- BATTERIE BOX SIDE DELETE EV FORD
- CHASSIS PREPARATION EV

- STRUCTURAL CAGE EV
- DIRECT CURRENT FAST CHARGE 50KW
- DRIVE LINE GUARD FRONT/REAR E/V
- EV SCREEN 7.0 IN
- EXHAUST OEM
- FUEL INTEGRITY REINFORCEMENTS DEL

- HEATER HOSE DELETE EV
- EV CCS COMBO TYPE 1 CONNECTOR
- EV ELECTRIC DIAGNOSTIC SYSTEM
- SOLAR PANEL SYSTEM
- TOW HOOK REAR
- SHUT-OFF VALVE DELETE EV
- 4 WHEEL DISC BRAKES WITH ABS

Dealer Added Content

- Lettering
- Hand held stop sign & holder
- FE/FAK/Reflectors/Decals - CA Spec
- Fog lights in front bumper

- EP1 Child check safety system - CA spec
- Gatekeeper 5 Head Camera System
- ProAir HEPA Air Filtration System

Pricing

Unit Price:	\$282,863.63
Taxable Amount:	\$282,863.63
Non-Taxable Amount:	\$0.00
8.250 % Sales Tax Total:	\$23,336.25
Total Per Unit w/Tax Included:	\$306,199.88
Grand Total For 2 Unit(s):	\$612,399.76

Acceptance

Signature: _____ Title: _____

Name: _____ Date: _____

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Oroville Union High School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Ford at time of order. Ford criteria will have to be met to apply for and receive incentives.

By initialing, we certify that our district is moving forward with plans for Electric Vehicle Infrastructure, and that A-Z Bus Sales is responsible for the bus(es) ordered ONLY. Should there be delays with infrastructure, this will not affect the district's ability to accept delivery of the bus(es) or make payment. _____ (Initial Here)

All pricing valid for 90 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made and entered into as of the 20th day of June, 2022 ("Effective Date") by and between the Oroville Union High School District ("District") and Dan Davis ("Contractor") (together, "Parties").

RECITALS

WHEREAS, the District is authorized by Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$99,100 as of January 1, 2022; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis; and

WHEREAS, Contractor is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Contractor's Services are outside the usual course of District's business; and Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Services.** The Contractor shall furnish to the District services, including the location where services be provided, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing Services under this Agreement upon receiving a notice to proceed from District, through July, 2022 unless this Agreement is terminated and/or otherwise cancelled prior to that time. Should Contractor begin performing Services in advance of District's governing board approval or ratification of the Agreement, such Services are voluntarily performed at Contractor's risk.
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>X</u>	Signed Agreement
<u>X</u>	Workers' Compensation Certification
<u>X</u>	Fingerprinting/Criminal Background Investigation Certification
<u>X</u>	Insurance Certificates and Endorsements
<u>X</u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not exceed \$2000 per school Dollars (\$____), inclusive of any costs or expenses paid or incurred by Contractor in performing the Services.
- 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Contractor submits a detailed invoice on a form acceptable to District to the District's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.
- 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
- 4.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.
5. **Equipment and Materials.** Contractor shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
6. **Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, , District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
7. **Performance of Services**
- 7.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

- 7.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
- 7.3. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 7.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project
8. **Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
9. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
10. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

11. Termination.

- 11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.2.1. material violation of this Agreement by the Contractor; or

11.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.3. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification.

12.1. To the furthest extent permitted by California law, Contractor shall indemnify, and hold harmless the District, its governing board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, expenses and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

12.2. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 13.1, above. Contractor's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Contractor's obligation to indemnify shall not be restricted to insurance proceeds.

- 12.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor from amounts owing to Contractor.

13. Insurance.

- 13.1. **Coverage.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$1,000,000
General Aggregate	\$3,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	\$5,000,000
Workers' Compensation	Statutory Limits
Employer's Liability (N/A if contractor does not have employees)	\$1,000,000
Sexual Molestation and Abuse	
Each Occurrence	\$3,000,000
General Aggregate	\$2,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

13.1.2. **Workers' Compensation and Employer's Liability Insurance.**

For all of the Contractor's employees performing any portion of the Services pursuant to this Agreement. In accordance with the provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Contractor's profession, coverage to continue through completion of contract plus three (3) years thereafter.

- 13.2. **Proof of Carriage of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

- 13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 13.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 13.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.
14. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
15. **Certifications, Permits, and Licenses.** Contractor and all Contractor Parties shall secure and maintain in full force such certificates, permits, licenses, credentials, registrations and any other legal qualifications required by law in connection with performing the Services pursuant to this Agreement.
16. **COVID-19 Vaccination / Testing Requirements.**

Vaccination Requirements

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

- (a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- (b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

17. **Tuberculosis Certification.** The Tuberculosis Certification must be completed and attached to this Agreement for any person employed under contract in a certificated or classified position per Education Code Section 49406.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:
- 20.1. All site visits shall be arranged through the District;
 - 20.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 20.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
 - 20.5. Contractor and Contractor's employees shall not use student restroom facilities; and
 - 20.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Contractor, Contracting Parties.** District may evaluate Contractor and Contracting Parties in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subconsultants and each of their performance.
 - 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subconsultant(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
Fax: (530) 538-2308
Email: Swatts@ouhsd.org
ATTN: Susan Swatts

Contractor:

[NAME]
DAVID DAVIS
9 Brittany Lane, Chico, CA 95926
Fax:
Email: davedavis@chicoUSD.org
ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Oroville Union High School District Board of Education.
27. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Assignment.** The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
32. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

39. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OROVILLE UNION HIGH SCHOOL DISTRICT [CONTRACTOR]

Date: 5/23, 2022 Date: 5/26, 2022

Signature: [Signature] Signature: [Signature]

Print Name: David Davis Print Name: Susan Watts

Information regarding Contractor:

License No.: _____

Address: 9 Brittany Lane
Chico, CA 95926

Telephone: (530) 521-5853

Facsimile: _____

E-Mail: clavedavis@chicousd.org

Contractor's state of residence: California

States in which Contractor
is licensed to do business: _____

Type of Business Entity:

☒ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: _____

☐ Limited Liability Company

☐ Other: _____

Employer Identification and/or Social
Security Number

**NOTE: Section 6041 of the Internal
Revenue Code (26 U.S.C. 6041) and
Section 1.6041-1 of Title 26 of the
Code of Federal Regulations (26**

**C.F.R. 1.6041-1) requires the
recipients of \$600.00 or more to
furnish their taxpayer information
to the payer. In order to comply
with these requirements, the
District requires the Contractor to
furnish the information requested
in this section.**

Exhibit A

Scope of Services

Contractor's entire Proposal is not made part of this Agreement.

[INSERT SCOPE OF WORK FOR CONTRACTOR]

I will be running a volleyball camp at Las Plumas High School the week of June 20-23, and at Oroville High School the week of July 18-21. I will be planning and running an all skills camp for high school players.

Exhibit B

Hourly Billing Rates and/or Unit Prices

Contractor's entire proposal is **not** incorporated.

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONTRACTOR]

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

☐ I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	☒ I do not employ anyone in the manner subject to the workers' compensation laws of California.
--	---

Date: 5/23/2022

Name of Contractor: David Davis

Representative's Name and Title: _____

Signature: [Signature]

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

END OF CERTIFICATION

TUBERCULOSIS CERTIFICATION

***In accordance with the tuberculosis ("TB") certification requirements of
Education Code section 49406 (Contract Employees Only)***

With respect to the Agreement between the Oroville Union High School District ("District") and
David Davis ("Contractor"):

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

☐ Contractor hereby certifies to the District that it and, if applicable, its employees shall only have limited or no contact (as determined by the District) with District students at all times during the Term of this Agreement; OR

☒ Contractor and, if applicable, the following employees of Contractor shall have more than limited contact (as determined by the District) with District students during the Term of this Agreement and, at no cost to the District, has or have received a TB risk assessment or examination in full compliance with the requirements of Education Code section 49406: see attached

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the individuals listed above submitted a TB risk assessment, and, if TB risk factors were identified, were examined to determine that he or she is free of infectious TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

CERTIFICATION

I am the Contractor or a representative thereof, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Tuberculosis Certification," along with the employee list, throughout the duration of Contractor's provided services.

- Date: 5/24/2022
- Name of Contractor: David Davis
- Signature: [Signature]
- Print Name and Title: David Davis, Women's Volleyball Coach Butte College

END OF CERTIFICATION

Fingerprints were done 5/2021

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement For Special Services ("Agreement") between the Oroville Union High School District ("District") and David Davis ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- ☐ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- ☐ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

_____ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

_____ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- ☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.
- ☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date:

5/24/2022

Contracting Party:

David Davis

Signature:

[Handwritten Signature]

Print Name:

David Davis

Title:

Butte College Women's Volleyball Coach

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF CERTIFICATION

COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: David Davis

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

has verified that the Contractor personnel providing services at District's project site(s):

- ☐ Have all been fully vaccinated in accordance with the CDPH Order.
- ☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- ☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

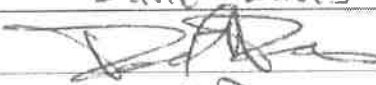
Contractor understands that the District's project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, David Davis, certify that I am Contractor's
and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: 5/24/2022

Proper Name of Contractor: David Davis

Signature: 

Print Name: David Davis

Title: Butte College Women's Volleyball Coach

END OF CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between the Oroville Union High School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- ☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- ☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF CERTIFICATION

Services cannot be rendered until all documentation is submitted and final approval is received.

OROVILLE UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(NON-CONSTRUCTION RELATED; NOT FOR PURCHASE OF GOODS OR EQUIPMENT)

CONTRACTOR FULL NAME

David Davis

TAX I.D. NUMBER

N/A

SITE/DEPARTMENT

Athletics

SUBMITTED BY

David Davis

SIGNATURE

[Signature]

SIGNATURE FROM BUDGET
CONTROL ADMINISTRATOR:

BOARD APPROVAL DATE

REQ (P.O.) NUMBER

BUDGET CODE

AGREEMENT TOTAL AMOUNT

DESCRIPTION OF SERVICE

TERM OF AGREEMENT

Assistant Superintendent of Business

Date

Received By:

Certificate of Insurance
Expiration Date

☐ Yes ☐ No

Auto Insurance
Expiration Date

☐ Yes ☐ No

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR