



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Wednesday, August 19, 2020 via Zoom at 5:00 p.m.

The Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

To maintain the public's health and well-being, this Board of Trustees meeting will be held via Zoom.

To access the meeting via computer, put the URL below in your browser:

<https://zoom.us/j/8524689683?pwd=NE95VURIY3dpR3FDUnBiOHIZQjQ3QT09>

To access the meeting via phone, call +1 669 900 6833 US (San Jose)

The Meeting ID for computer or telephone login is 852 468 9683

The Password for computer or telephone login is 283935

BOARD MEMBERS:

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

DISTRICT ADMINISTRATION:

Dr. Corey Willenberg, Superintendent
Susan Watts, Asst. Superintendent/CBO
Kevin Simas, Director of Education
Jeff Ochs, Director of Alternative Education
Dan Ramos, 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)

This meeting is being held solely by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board solely through the links set forth above.

Any members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact Paula Blaney at 538-2300, extension 1107, or pblaney@ouhsd.net at least twenty-four (24) hours in advance of the meeting to make arrangements for such reasonable accommodations

ALL MEETINGS ARE RECORDED

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

REGULAR MEETING AGENDA

Wednesday, August 19, 2020, 5:00 p.m. via Zoom (see coversheet for login information)

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

PUBLIC HEARING (None)

STUDENT REPRESENTATIVES REPORTS (None)

RECOGNITIONS AND PRESENTATIONS

1. Recognition of Retirees

Steve King (35 years), Rick Sanders (11 years), and Jennifer Starr (25 years) will be recognized for their retirements.

2. Recognition of Employees for their Years of Service

We were unable to recognize our employees in May for their years of service to the district. We appreciate what our employees do and want to give them public recognition. 5 years: Debra Bradford, Michael Commander, Kyle Dahlgren, Heather Demaggio, Brandon Giles, Lisa Johnson, Laura LaFayette, Fallon Lankford, Jaymie Martinez, Vicki McConnell, Jonathan McNabb, Maria Naiman, Jay Nelson, Jeff Reid and Justin Younger; 10 years Sherri Davis, Mihai Galev, Cynthia Griswold and See Hang; 15 years: Diana Castillo-Siplin, Wong Lee, Miriam Otto, Susan Raasch, Shannon Sharp and Julie Tooker; 20 years: Rob Anderson, Annie Baciorek, Allie Bruce, Leanna Felardo, Tom Frazier, Kou Hawj, Mary Masters and Terry Reed; 25 Years: Lee Gilbert, Bobby Hastings, Julie Howarth, Dan Ramos and Jennifer Starr; 30 years: Lupe Salazar; 35 years: Bill Cash and Steve King; and Bill McCutchen for an astonishing 50 years!!

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS

At this time, the President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to step to the podium, state their name for the record and make their presentation. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**. The Board is prohibited by State law from taking action on any item not listed on the agenda, except under special circumstances as defined in the Government Code.

REGULAR BOARD AGENDA FOR AUGUST 19, 2020

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

At this time, the President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to state their name and the item number on which they wish to speak. When that item comes up on the agenda, the person will be asked to step to the podium, repeat their name and give their presentation. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**.

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

3. Board Comments
4. Superintendent
5. Administration
6. Principal's Report on the Start of the School Year
7. 19/20 Expulsion Report
8. GASB 75 Actuarial Report

OLD BUSINESS (None)

CONSENT CALENDAR (Recommend approval of the following Consent Items):

9. Minutes from the July 15, 2020 Board Meeting
10. Check Registers Dated 7/7, 7/9, 7/14, 7/16, 7/21, 7/23, 7/28, 7/30, 8/4 and 8/6
11. Monthly Financial Report
12. Donations to the Hall of Fame
13. 20/21 Allocation Agreement with Butte College
14. 20/21 Agreement with Document Tracking Services
15. 20/21 Agreement with Total School Solutions for Training and Coaching
16. 20/21 Contract with School Steps for Psychologist Service
17. 20/21 Contract with Total Education Solutions for Speech Service
18. Contract with Instructure of Learning Management Platform
19. 20/21 Renewal of Super Co-Op Membership
20. School-Connected Organizations – LPHS PTSA

NEW BUSINESS

21. **20/21 Certificated Tenure (Willenberg)**
The following certificated personnel have achieved the professional status of 100% tenure for 20/21: Jania Johnson, Sherie Kermen, Rita Torres and Michael Walker. **Recommend approval**
22. **Committee on Assignments Waiver Requests—Elective Classes (Willenberg)**
Pursuant to Education Code Section 44258.7 (c), the Committee on Assignments has recommended the following teachers to teach in a special assignment area for 20/21: Keely Frazier (Yearbook), Tim Harles (Health and Driver Education) and Tami Taylor (Driver Education) at LP; and Tom Murphy (Art).
Recommend approval of Committee on Assignments' recommendations for special assignment classes as presented

REGULAR BOARD AGENDA FOR AUGUST 19, 2020

23. Resolution to Approve Teaching in Designated Subject Areas (9/18) (Willenberg)

Education Code Section 44263 requires adoption of a Resolution that approves eligible certificated personnel, upon their written consent, to teach in a designated subject area outside of their credential authorization for 20/21. **Recommend approval of Resolution #3-20/21 as presented**

Enclosure

24. Variable Term Waivers – Agriculture (Willenberg)

Brendan Close and Regina Stafford will be employed on the basis of a Single Subject Agriculture Variable Term Waiver. Their assignments will be to teach agriculture, grades 9-12, at Las Plumas High. **Recommend approval of Resolution #4-20/21 and #5-20/21**

Enclosure

25. 45-Day Budget Revision (Watts)

Budget revisions that include applicable elements of the adopted State Budget as well as other necessary budget updates is submitted for approval. **Recommend approval**

Enclosure

26. Annual Review, Certification and Adherence of Board Policy 0410 (Non-Discrimination in District Programs and Activities) (Willenberg)

The district is annually required to review and certify that the district is adhering to its board policy on non-discrimination in district programs and activities. The board policy is up-to-date and is being followed appropriately. **Recommend certification and adherence to Board Policy 0410**

Enclosure

27. Revised 20/21 School Year Calendar (Willenberg)

In order to allow more time for teachers to receive training in Google Classroom and other necessary programs, the start of the school year has been pushed back to August 17th. Other changes include moving the teacher in-service days to August 10th and 14th, cancelling Back to School Night, and cancelling February 16th, 17th and 18th as holidays to make up for the later start date. **Recommend approval**

Enclosure

28. Virtual Code of Conduct (Willenberg)

Mr. Kermen and Mr. Siplin developed a District Virtual Code of Conduct that covers the following: acceptable use of technology, internet usage policy, student expectations and consequences of misconduct while using technology, bullying and harassment, academic integrity and parent/guardian responsibilities. **Recommend approval.**

Enclosure

29. 20/21 District-Wide Discipline Plan (Willenberg)

After reviewing current discipline practices and procedures, and based on guidance from the California Department of Justice, the discipline plan was rewritten to ensure consistent and equitable implementation of interventions prior to suspensions. The matrix is based on the Positive Behavior Intervention and Support (PBIS) model of supports and interventions and was adopted with the full support of the Discipline Committee. Additional professional development training will be needed for staff in Restorative Practices and the Culturally Responsive system of PBIS. **Recommend approval**

Enclosure

REGULAR BOARD AGENDA FOR AUGUST 19, 2020

30. **Approval of Independent Contractor Contract with Dr. Ramiro Rubalcaba (Willenberg)**

Dr. Ramiro Rubalcaba was mutually agreed upon by the District and Department of Justice to serve as a Monitor. He will provide up to ten days of site visits and technical support that includes but is not limited to review, coaching, professional development, qualitative and quantitative data analysis and other consulting services on school climate, culture, and equity improvements. The cost will not exceed \$30,000 and will be paid from the general fund. **Recommend approval**

Enclosure

31. **Director of Facilities, Information Technology and Transportation Job Description and Salary Schedule (Watts)**

With the retirement of the current Transportation Director, this proposal would merge the current Maintenance Supervisor and Transportation Director positions into one. A job description and salary schedule are presented for approval. **Recommend approval**

Enclosure

32. **Personnel Assignment Order**

Approval is requested for the following Personnel Assignment Order:

Certificated

Steven King
Teacher
Retirement w/District paid benefits until the age of 65yrs.
Effective 6/6/2020

Lael Schneider
Teacher
Request for FMLA/CFRA leave
Effective 8/14/2020 – 9/15/2020

2020/21 Subject Area Coordinators

LPHS

ASB – Keeley Frazier
Agriculture/Home Ec-Andree' Early/Alan Von der Mehden (split stipend)
ITECH/Arts -West Upton/Julie Tooker (Split Stipend)
English – Lisa Ross/Christian Bruce
PE/Health – Lael Schneider/Amy Grundy
Social Science – Sammy Burnett
Science- Bonnie Leih
Math – Rebecca Howard
Counseling – Stacey Lasagna
Special Education – Thomas Lewis

OHS

ASB – Diana Castillo
Home Economics – Sandy Smith
VAPA/Foreign Language – Diana Castillo
English – Jania Johnson
PE – Allison Smith/Bridget Hamman (split stipend)
Social Science – Michael Buchanan
Science – Alisha Weliver
Math – Ramona Saeturn/Michael Caratenuto (split stipend)

Classified

Jim LaGrone
Director-Facilities, Information Technology, and Transportation
\$100,044 per year.
20 vacation days p/yr.
Effective 8/1/2020

Jay Nelson
Custodian
Request for FMLA/CFRA medical leave
Effective 7/27/2020 - 10/26/2020

Steven Goff
Groundskeeper
Resignation
Effective 9/1/2020

Roberta Gibson
Para Educator
Retirement with District paid benefits until 65 years of age.
Effective 9/30/2020

REGULAR BOARD AGENDA FOR AUGUST 19, 2020

Certificated (Cont.)

OHS (Cont.)

Counseling – Jennifer Blomquist/April Silva
(split stipend)

Special Education – John Cuny

PHS

Lead Teacher – Brad Lund

Classified (Cont.)

6th Period Option

EL Coach – Scott Burket

Tyler Brandt

Long-term Substitute

\$175 per day

Effective 8/17/2020

Cameron Scott

Long Term Substitute

\$175 per day

Effective 8/17/2020

Paul Weliver

Long Term Substitute

\$175 per day

Effective 8/17/2020

2020/21 Substitute Teachers

Oscar Rubio

Courtney Barnett

Josh Berry

Jake Friske

33. Items for Next Agenda

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee discipline/dismissal/release]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9** [Case name unspecified because disclosure would jeopardize negotiations]
- **Conference with Labor Negotiators—Gov't. Code Sec. 54947.6** [OSTA/CSEA: Dr. Corey Willenberg, Superintendent, designated representative]

RESULTS OF CLOSED SESSION

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, **September 16, 2020**, at 5:00 p.m. via Zoom.

RECAP OF EXPULSION 19/20 CASES

No. of Recommended Expulsions:

2011/2012:	70	2014/2015:	56	2017/2018:	44
2012/2013:	51	2015/2016:	67	2018/2019:	23
2013/2014:	46	2016/2017:	59	2019/2020:	33

EXPULSION REPORT

33 Total Recommended expulsions including 8 special education/504 students

- 30 students were expelled by board action
- 2 cases were cancelled due to the COVID-19 closure
- 1 case was cancelled and put on a site contract instead

Expulsions By School Site

Las Plumas High School:	14
Oroville High School:	15
Prospect High School:	2
Community Day School	2

Disposition of Expulsions:

Expelled to CDS	12
Returned to LP	5
Expelled to Independent Study	4
Expelled to Prospect	3
Returned to OHS	3
Referred to BCOE Program	3
Cancelled	2
Put on Behavior contract	1

Most Common Offenses—Most Serious Offense Counted

Drugs/Alcohol/Paraphernalia	13
Mutual Fighting	9
Assault on Another Student	5
Harassment/Threats	2
Knives/Other Weapons	2
Drug Sales	1
Sexual Assault	1

August 4, 2020

Ms. Susan M. Watts, CMA, CPA
Assistant Superintendent of Business (CBO)
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966

Re: Oroville Union High School District ("District") GASB 75 Valuation

Dear Ms. Watts:

This report sets forth the results of our GASB 75 actuarial valuation of the District's retiree health insurance program as of June 30, 2020.

In June, 2015 the Governmental Accounting Standards Board (GASB) issued new accrual accounting standards for Other Postemployment Benefits (OPEB), GASB 74 and GASB 75. GASB 74/75 require public employers such as the District to perform periodic actuarial valuations to measure and disclose their OPEB liabilities for the financial statements of both the employer and the trust, if any, set aside to pre-fund these liabilities. Because the District has not established a qualifying trust, it is not subject to GASB 74. However, the District must obtain actuarial valuations of its retiree health insurance program under GASB 75 not less frequently than once every two years.

The net impact of OPEB on the District's Net Position has increased from \$10,871,734 as of June 30, 2019, to \$11,448,246 as of June 30, 2020. The District's OPEB expense for fiscal 2019-20 is \$1,274,030, or 8.60% of covered payroll.

The District has selected Pacific Crest Actuaries (PCA) to perform this actuarial valuation of the District's retiree health insurance program as of June 30, 2020, to be used for the fiscal years ending June 30, 2020 and 2021.

The report is organized as follows:

- (1) Introduction and discussion; GASB 75 accounting and disclosures.
- (2) Information not relating to GASB 75 disclosures (begins on page 10).
- (3) Plan provisions, valuation data, actuarial assumptions, and certification.

We are available at (818) 718-1266 to answer any questions the District may have concerning the report.

Introduction and Discussion

We have determined that the present value of District-paid retiree health benefits is \$22,122,670 as of June 30, 2020. This represents the present value of all plan benefits expected to be paid by the District for its current and future retirees. If the District were to place this amount in a fund earning interest at the rate of 2.20% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits. This number is given for informational purposes only and is not required to be included in the District's financial statement. This includes benefits for 244 active employees, some of whom may become eligible to retire and receive benefits in the future, and 25 retirees receiving District health benefits as of the valuation date.

When we apportion the \$22,122,670 into past service and future service components under the Entry Age, Level Percent of Pay Cost Method, the past service liability (or "Total OPEB Liability") component is \$12,727,925 as of June 30, 2020. This represents the present value of all benefits accrued through the valuation date assuming that each employee's liability is expensed from hire date until retirement date as a level percentage of pay. The \$12,727,925 is comprised of liabilities of \$10,550,812 for active employees and \$2,177,113 for retirees. Because the District has not established an irrevocable trust for the pre-funding of retiree healthcare benefits, the Net OPEB Liability is also \$12,727,925.

Actuarially determined contributions, or ADC (as defined by GASB 75) are not applicable for unfunded plans. We provide a discussion of recommended funding schedules beginning on page 11.

A summary of the plan liabilities as of the June 30, 2019 and June 30, 2020 disclosures is shown below:

	Measurement Date <u>6/30/2020</u>	Measurement Date <u>6/30/2019</u>
Present Value of Benefits		
Active employees	\$19,945,557	
Retirees	<u>2,177,113</u>	
Total Present Value of Benefits	\$22,122,670	
Entry Age Accrued Liability		
Active employees	\$10,550,812	
Retirees	<u>2,177,113</u>	
Total OPEB Liability	\$12,727,925	\$11,069,690
Fiduciary Net Position (Trust Assets)	<u>(0)</u>	<u>(0)</u>
Net OPEB Liability	\$12,727,925	\$11,069,690
Service Cost (2020-21)	\$738,586	

Summary of Results

The change in Oroville Union High School District's Total OPEB Liability, Deferred Inflows and Deferred Outflows, and the Net Impact on Statement of Net Position, together with the OPEB Expense, are shown in the following table:

	Measurement Date	
	<u>6/30/2020</u>	<u>6/30/2019</u>
Total OPEB Liability/(Asset)	\$12,727,925	\$11,069,690
Deferred Inflows of Resources	326,225	0
Deferred Outflows of Resources	<u>(1,605,864)</u>	<u>(197,956)</u>
Net Impact on Statement of Net Position	\$11,448,286	\$10,871,734
OPEB Expense (\$ Amount)	\$1,274,030	
Covered Payroll	\$14,811,968	
OPEB Expense (% of Payroll)	8.60%	

For the measurement period ending June 30, 2020, the annual OPEB Expense is \$1,274,030, or 8.60% of covered payroll. This amount differs from the District's contribution (including implicit subsidy) of \$697,478 in that it represents the change in the Net Impact on the Statement of Net Position plus employer contributions (\$11,448,286 - \$10,871,734 + \$697,478). A breakdown of the components of the annual OPEB Expense is shown on page 7 of the report.

This valuation should be used for the District's fiscal years ending June 30, 2020 and June 30, 2021. The June 30, 2021 disclosures should be based on a roll-forward of the results of this valuation. The roll-forward will involve actual, rather than expected, benefit payments, trust assets as of the statement date (if any), and possibly a change in discount rate, if conditions change sufficiently in the interim. Therefore, the projected June 30, 2021 numbers are not given in this report, but will be available on a complimentary basis from PCA at the time the District prepares its June 30, 2021 disclosures.

The information given in pages 4 through 9 of this report follows the wording and format of Illustration 4 of GASB 75 for plans not administered through a trust. Accordingly, the past tense is used in some cases where the period in question has not yet ended. Because the District has not contributed to a qualifying trust, the Fiduciary Net Position of the plan is \$0 and the Net OPEB Liability is by definition equal to the Total OPEB Liability.

The disclosure information contained in this report is based on all information currently available to us as of the valuation date.

Schedule of Changes in Total OPEB Liability
For the Year Ended June 30, 2020

The components of the Oroville Union High School District's Total OPEB Liability as of June 30, 2020 were as follows:

Total OPEB Liability (TOL)

Service cost at beginning of year	\$717,074
Interest on TOL plus service cost, less 1/2 benefit payments	400,331
Changes of benefit terms	0
Difference between expected and actual experience	(367,003)
Changes of assumptions	1,605,311
Benefit payments, including implicit subsidy if any	<u>(697,478)</u>
Net change in Total OPEB Liability	\$1,658,235
 Total OPEB Liability - beginning	 <u>11,069,690</u>
Total OPEB Liability - ending	\$12,727,925

**Schedule of Collective Deferred Inflows and Deferred Outflows
For the Year Ended June 30, 2020**

The current balances of collective deferred outflows and deferred inflows of resources as of June 30, 2020 were as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$0	\$326,225
Changes in assumptions	1,605,864	0
Net difference between projected and actual earnings on OPEB plan investments	0	0
Total	\$1,605,864	\$326,225

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

<u>Year ended June 30:</u>	Deferred Outflows of Resources	Deferred Inflows of Resources
2021	\$197,403	\$40,778
2022	197,403	40,778
2023	197,403	40,778
2024	197,403	40,778
2025	197,403	40,778
2026	197,403	40,778
2027	197,403	40,778
2028	197,403	40,779
2029	19,035	0
2030	7,605	0
2031+	0	0

The average of expected remaining service lives was 8.6036 as of the June 30, 2020 measurement date. This was rounded to 9.0 for purposes of determining annual expense and deferral amounts for bases created after June 30, 2019.

A detailed schedule of the components of the deferrals, including date of creation, initial balance, and outstanding balance for each base, is given on the next page.

**Schedule of Collective Deferred Inflows and Deferred Outflows
For the Year Ended June 30, 2020 (Continued)**

Deferred Outflows of Resources

<u>Year</u>	<u>Category</u>	<u>Initial Base</u>	<u>Initial Period</u>	<u>Annual Outflow</u>	<u>Current Balance</u>
2018-19	Changes in assumptions	\$216,991	11.4	\$19,035	\$178,921
2019-20	Changes in assumptions	1,605,311	9.0	<u>178,368</u>	<u>1,426,943</u>
	Total			\$197,403	\$1,605,864

Deferred Inflows of Resources

<u>Year</u>	<u>Category</u>	<u>Initial Base</u>	<u>Initial Period</u>	<u>Annual Inflow</u>	<u>Current Balance</u>
2019-20	Difference between expected and actual experience	\$367,003	9.0	<u>\$40,778</u>	<u>\$326,225</u>
	Total			\$40,778	\$326,225

Annual OPEB Expense
For the Year Ended June 30, 2020

The annual OPEB Expense recognized by the Oroville Union High School District can be calculated as the changes in the amounts reported on the Statement of Net Position that are not attributable to employer contributions. It is the change in Total OPEB Liability minus the changes in deferred outflows plus the changes in deferred inflows plus employer contributions.

The components of the annual OPEB Expense for the Oroville Union High School District as of June 30, 2020 were as follows:

Total OPEB Liability as of June 30, 2019 (a)	\$11,069,690
Total OPEB Liability as of June 30, 2020 (b)	<u>12,727,925</u>
Change in Total OPEB Liability [(b)-(a)]	\$1,658,235
Change in Deferred Outflows	(1,407,908)
Change in Deferred Inflows	326,225
Employer Contributions*	<u>697,478</u>
OPEB Expense	\$1,274,030

*Pay-as-you-go, increased for implicit subsidy.

Total OPEB Liability

The District's Total OPEB Liability of \$12,727,925 was based on an actuarial valuation as of June 30, 2020 and a measurement date of June 30, 2020. The results of the June 30, 2020 actuarial valuation were used for the June 30, 2020 measurement date without adjustment.

Actuarial Assumptions. The Total OPEB Liability was determined using an actuarial valuation as of June 30, 2020, using the following actuarial assumptions:

Inflation	2.25%
Salary increases	3.00%, average, including inflation
Discount rate	2.20%, net of investment expense, including inflation
Healthcare cost trend rates	6.00% for 2020-21, decreasing to 4.50% for 2023-24 and after
Retirees' share of cost	Retirees in groups other than Certificated pay amounts in excess of District cap that is frozen in the year of retirement. Certificated retirees pay a portion of the premium for dental coverage only.

The discount rate is equal to the Bond Buyer 20-bond General Obligation Index as of June 30, 2020.

Mortality rates were based on the RP-2014 Employee and Healthy Annuitant Mortality Tables for Males or Females, as appropriate, projected using a generational projection based on 100% of scale MP-2016 for years 2014 through 2029, 50% of MP-2016 for years 2030 through 2049, and 20% of MP-2016 for 2050 and thereafter.

All actuarial assumptions used in measuring the Total OPEB Liability are described beginning on page 17 of this report. The assumptions were based on plan experience through June 30, 2020. The actuarial cost method used for measuring the Total OPEB Liability for purposes of GASB 75 was Entry Age, Level Percent of Pay.

Total OPEB Liability (continued)

Sensitivity of the Total OPEB Liability to changes in the discount rate. The following presents the District's Total OPEB Liability as of June 30, 2020 calculated using the discount rate of 2.20%, as well as what the District's Total OPEB Liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.20%) or 1 percentage point higher (3.20%) than the current rate:

	<u>1% Decrease (1.20%)</u>	<u>Current Rate (2.20%)</u>	<u>1% Increase (3.20%)</u>
Total OPEB Liability	\$13,646,305	\$12,727,925	\$11,858,381

Sensitivity of the Total OPEB Liability to changes in the healthcare trend rates. The following presents the District's Total OPEB Liability as of June 30, 2020, as well as what the District's Total OPEB Liability would be if it were calculated using healthcare trend rates that are 1 percentage point lower (5.0% grading down to 3.5%) or 1 percentage point higher (7.0% grading down to 5.5%) than the current healthcare cost trend rates:

	<u>1% Decrease (5.0% decreasing to 3.5%)</u>	<u>Current Rates (6.0% decreasing to 4.5%)</u>	<u>1% Increase (7.0% decreasing to 5.5%)</u>
Total OPEB Liability	\$11,705,718	\$12,727,925	\$13,921,526

Differences from Prior Valuation

The most recent prior valuation was completed as of June 30, 2018 by TCSI. The AL (Accrued Liability) as of that date was \$10,397,031 compared to \$12,727,925 as of June 30, 2020. In this section, we provide a reconciliation between the two numbers so that it is possible to trace the AL from one actuarial report to the next.

Several factors have caused the AL to change since 2018. The AL increases with the passage of time as employees accrue more service and get closer to receiving benefits, and decreases as benefit obligations to current retirees are satisfied. There are actuarial gains/losses from one valuation to the next, and changes in actuarial assumptions and methodology for the current valuation. To summarize, the most important changes were as follows:

1. Net changes in actuarial assumptions recognized through the June 30, 2019 disclosures, as calculated by TCSI, increased the AL by \$216,991.
2. We increased the healthcare trend rates from 4% for all years to an initial increase of 6% decreasing to 4.5% over a period of three years. This increased the AL by \$485,217.
3. We decreased the discount rate from 3.50% to 2.20% to reflect the Bond Buyer 20-bond General Obligation index as of June 30, 2020. This increased the AL by \$1,120,094.
4. There was a net experience gain (a decrease in the AL) of \$367,003 from all other sources. Due to the change in actuarial firms it is difficult to provide a more detailed breakdown of the components of this gain.

The estimated changes to the AL from June 30, 2018 to June 30, 2020 may be summarized as follows:

Changes to AL	AL
AL as of 6/30/18	\$10,397,031
Passage of time	875,595
Changes measured through 6/30/19	216,991
Change in healthcare trend rates	485,217
Change in discount rate	1,120,094
(Gain) from all other sources	(367,003)
AL as of 6/30/20	\$12,727,925

This information is not required to be included in the District's GASB 75 disclosures.

Funding Schedules

There are many ways to approach the pre-funding of retiree healthcare benefits. In the *Financial Results* section, we determined the accrual expense for all District-paid benefits. The expense is an orderly methodology, developed by the GASB, to account for retiree healthcare benefits. However, the GASB 75 expense has no direct relation to amounts the District may set aside to pre-fund healthcare benefits.

The table on the next page provides the District with three alternative schedules for funding (as contrasted with expensing) retiree healthcare benefits. The schedules all assume that the retiree fund earns, or is otherwise credited with, 2.20% per annum on its investments, and that contributions and benefits are paid mid-year.

The schedules are:

1. A level contribution amount for the next 20 years.
2. A level percent of the Unfunded Accrued Liability.
3. A constant percentage increase (3%) for the next 20 years.

We provide these funding schedules to give the District a sense of the various alternatives available to it to pre-fund its retiree healthcare obligation. The three funding schedules are simply three different examples of how the District may choose to spread its costs.

By comparing the schedules, you can see the effect that early pre-funding has on the total amount the District will eventually have to pay. Because of investment earnings on fund assets, the earlier contributions are made, the less the District will have to pay in the long run. Of course, the advantages of pre-funding will have to be weighed against other uses of the money.

The table on the following page shows the required annual outlay under the pay-as-you-go method and each of the above schedules. **The three funding schedules include the "pay-as-you-go" costs; that is, they assume that the District's pay-as-you go costs are reimbursed from the fund each year.**

These numbers are computed on a closed group basis, assuming no new entrants, and using unadjusted premiums. We use unadjusted premiums for these funding schedules because we do not recommend that the District pre-fund for the full age-adjusted costs reflected in the GASB 75 liabilities shown in the first section of this report. If the District's premium structure changes in the future to explicitly charge under-age 65 retirees for the full actuarial cost of their benefits, this change will be offset by a lowering of the active employee rates (all else remaining equal), resulting in a direct reduction in District operating expenses on behalf of active employees from that point forward. For this reason among others, we believe that pre-funding of the full GASB liability would be redundant.

Oroville Union High School District
Sample Funding Schedules (Closed Group)

Fiscal Year	Pay-as-you-go*	Level Contribution for 20 years	Level % of Unfunded Liability	Constant Percentage Increase
Beginning				
2020	\$635,592	\$1,150,685	\$2,155,542	\$874,943
2021	603,895	1,150,685	1,849,043	901,191
2022	685,599	1,150,685	1,593,843	928,227
2023	659,070	1,150,685	1,390,008	956,074
2024	662,035	1,150,685	1,219,311	984,756
2025	713,031	1,150,685	1,078,188	1,014,299
2026	671,214	1,150,685	964,953	1,044,728
2027	675,159	1,150,685	867,394	1,076,069
2028	736,334	1,150,685	786,222	1,108,352
2029	784,884	1,150,685	722,561	1,141,602
2030	827,094	1,150,685	672,079	1,175,850
2031	902,826	1,150,685	631,729	1,211,126
2032	916,618	1,150,685	601,731	1,247,459
2033	1,031,801	1,150,685	575,785	1,284,883
2034	1,100,226	1,150,685	559,588	1,323,430
2035	1,065,774	1,150,685	547,902	1,363,133
2036	1,140,144	1,150,685	533,287	1,404,027
2037	1,096,139	1,150,685	522,889	1,446,147
2038	1,139,135	1,150,685	508,701	1,489,532
2039	1,140,793	1,150,685	496,502	1,534,218
2040	1,076,858	0	483,429	0
2041	782,742	0	466,088	0
2042	845,238	0	433,526	0
2043	839,245	0	407,825	0
2044	739,671	0	384,083	0
2045	728,243	0	357,505	0
2046	601,146	0	333,089	0
2047	513,658	0	305,330	0
2048	428,269	0	277,094	0
2049	440,037	0	248,936	0
2050	399,212	0	225,099	0
2051	307,518	0	202,715	0
2052	275,635	0	179,821	0
2053	231,071	0	230,271	0
2054	206,822	0	206,822	0
2055	179,425	0	179,425	0
2060	21,067	0	21,067	0
2065	0	0	0	0

*Projected pay-as-you-go adjusted for implicit subsidy is \$718,591 for 2020-21 and \$717,486 for 2021-22.

Actuarial Assumptions

In order to perform the valuation, the actuary must make certain assumptions regarding such items as rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. Our assumptions are based on a standard set of assumptions we have used for similar valuations, modified as appropriate for the District. For example, turnover rates are taken from a standard actuarial table, T-5, without adjustment. This matches the District's historic turnover patterns. Retirement rates were also based on recent District retirement patterns. Both assumptions should be reviewed in the next valuation to see if they are tracking well with experience.

The discount rate of 2.20% is based on the Bond Buyer 20-bond General Obligation Index as of June 30, 2020. The healthcare trend rates are based on our analysis of recent District experience and our knowledge of the general healthcare environment.

In determining the cost of covering early retirees (those under the age of 65), we used an age-adjusted claims cost matrix fitted to the average single premium for early retirees, based on average plan selection of the current retiree group. A complete description of the actuarial assumptions used in the valuation is set forth in the "Actuarial Assumptions" section.

Projected Annual Pay-as-you go Costs

As part of the valuation, we prepared a projection of the expected annual cost to the District to pay benefits on behalf of its retirees on a pay-as-you-go basis. These numbers are computed on a closed group basis, using unadjusted premiums, assume no new entrants, and are net of retiree contributions. Projected pay-as-you-go costs for selected years are as follows:

FYB	Pay-as-you-go
2020	\$635,592
2021	603,895
2022	685,599
2023	659,070
2024	662,035
2025	713,031
2030	827,094
2035	1,065,774
2040	1,076,858
2045	728,243
2050	399,212
2055	179,425
2060	21,067
2065	0

Breakdown by Employee/Retiree Group

Exhibit I, attached at the end of the report, shows a breakdown of the GASB 75 components (PVFB, AL, and Service Cost) by bargaining unit (or non-represented group) and separately by active employees (future retirees) and current retirees, as of June 30, 2020. This schedule is provided for the District's information and is not a required part of the GASB 75 disclosures.

Certification

The actuarial certification, including a caveat regarding limitations of scope, if any, is contained in the "Actuarial Certification" section at the end of the report.

We have enjoyed working with the District on this report, and are available to answer any questions you may have concerning any information contained herein.

Sincerely,
PACIFIC CREST ACTUARIES

A handwritten signature in cursive script that reads "T. Louis Filliger".

T. Louis Filliger, FSA, EA, MAAA
Actuary

Benefit Plan Provision

This report analyzes the health and welfare benefit plans of the District including medical, prescription drug, dental and vision benefits. These benefits are offered as a package through the Butte Schools Self-funded Program ("BSSP") JPA for Confidential and Administrative employees and retirees, and through California's Valued Trust ("CVT") for Certificated and Classified employees and retirees.

Employees from all groups including Certificated, Classified, Administrators, and Confidential may retire with District-paid healthcare benefits after the later of age 55 and 10 years of service. District-paid benefits end at retiree's age 65.

The District contributes up to a negotiated dollar cap for retirees in groups other than Certificated. The cap is currently \$12,840 per year for all groups except Certificated. Retirees are responsible for paying any additional premium required over and above the cap, which is frozen in year of retirement. Certificated retirees do not have a cap for medical benefits but must make the same contribution towards dental coverage as active employees, currently \$22.02 per month for single coverage and \$39.89 for two-party coverage.

The following CVT premiums become effective as of October 1, 2020:

Plan	Retiree	Retiree+1	Retiree + Family
PPO-1 Rx-A	\$1,711.00	\$2,943.00	\$3,713.00
PPO-5 Rx-B	1,503.00	2,585.00	3,262.00
PPO-8 Rx-C	1,254.00	2,157.00	2,721.00
PPO-9 Rx-C	1,124.00	1,933.00	2,439.00
PPO-10 Rx-C	979.00	1,684.00	2,124.00
Dental (Certificated)	69.80	126.42	181.74
Dental (Classified)	61.35	111.11	159.73
Vision (Certificated)	11.04	20.51	31.58
Vision (Classified)	10.03	18.63	28.68

The following BSSP premiums become effective as of October 1, 2020. Active composite rates are shown for comparison purposes.

Medical/Rx	PBC 80G-\$30 Rx 0/7-25	PBC 80J-\$30 Rx 0/7-25	PBC 80M-\$40 Rx 0/7-25	HSA B Rx HSA	MEC HSA Rx HSA
Retiree <65 Single	\$1,378.00	\$1,216.00	\$1,008.00	\$992.00	\$754.00
Retiree < 65 Family	1,951.00	1,713.00	1,407.00	1,432.00	1,081.00
Active Composite	1,597.00	1,408.00	1,165.00	1,148.00	870.00

Valuation Data

Active and Retiree Census

Age distribution of retirees included in the valuation

Age	Count
Under 55	0
55-59	5
60-64	20
65+	0
Total	25
Average Age	62.00

Age/Years of service distribution of active employees included in the valuation

Years→	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+	Total
<u>Age</u>									
<25	4	1							5
25-29	7	5	1						13
30-34	16	5	1	1					23
35-39	11	10	4	2	0				27
40-44	11	9	4	8	2	0			34
45-49	7	3	5	6	11	1	0		33
50-54	5	4	7	7	14	2	0	0	39
55-59	3	3	5	11	5	6	3	0	36
60-64	2	2	3	4	3	6	3	0	23
65+*	1	2	1	1	2	2	1	1	11
All Ages	67	44	31	40	37	17	7	1	244

*Not eligible for District-paid benefits.

Average Age: 47.07
Average Service: 12.46

Actuarial Assumptions

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date:	June 30, 2020
Measurement Dates:	June 30, 2020 (and for June 30, 2021 roll-forward)
Discount Rate:	2.20% per annum
Salary Increases:	3.0% per annum (for normal cost and amortization of UAL)
Pre-retirement Turnover:	According to Crocker-Sarason Table T-5 less mortality, without adjustment. Sample rates are as follows:

Age	Turnover (%)
25	7.7%
30	7.2
35	6.3
40	5.2
45	4.0
50	2.6
55	0.9

Pre-retirement Mortality:	RP-2014 Employee Mortality, projected. Sample baseline deaths per 1,000 employees are as follows:
---------------------------	---

Age	Males	Females
25	0.48	0.17
30	0.45	0.22
35	0.52	0.29
40	0.63	0.40
45	0.97	0.66
50	1.69	1.10
55	2.79	1.67
60	4.69	2.44

Post-retirement Mortality:	RP-2014 Healthy Annuitant Mortality, projected. Sample baseline deaths per 1,000 retirees are as follows:
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Age	Males	Females
55	5.74	3.62
60	7.78	5.19
65	11.01	8.05
70	16.77	12.87
75	26.83	20.94
80	44.72	34.84
85	77.50	60.50
90	135.91	107.13

<p align="center">Actuarial Assumptions (Continued)</p>
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Claim Cost per Retiree or Spouse:

	Certificated		All Other Groups	
Age	Medical/Rx	Dental/Vision	Medical/Rx	Dental/Vision
55	\$17,001	\$997	\$11,154	\$876
60	19,709	997	12,931	876
64	22,182	997	14,554	876
65	5,550	997	5,550	876
70	5,979	997	5,979	876
75	6,441	997	6,441	876

Retirement Rates:

Age	Percent Retiring*
55	10.0%
56	10.0
57	10.0
58	12.0
59	14.0
60	15.0
61	18.0
62	20.0
63	22.0
64	25.0
65	100.0

*Of those having met the eligibility for District-paid benefits. The percentage refers to the probability that an active employee reaching the stated age will retire within the following year.

Trend Rate:

Healthcare costs were assumed to increase according to the following schedule:

FYB	Medical/Rx	Dental/Vision
2020	6.0%	4.0%
2021	5.5	4.0
2022	5.0	4.0
2023+	4.5	4.0

Percent Married:

Certificated - 90%. All other groups - 37.5%. Male spouses assumed 3 years older than female spouses. For current retirees, actual spousal data was used.

Actuarial Assumptions (Continued)
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Increases in Retiree Premium:	The District-paid caps for groups other than Certificated were assumed to increase by 3% per year in all future years.
Mortality Projection:	Generational projection based on 100% of scale MP-2016 for years 2014 through 2029, 50% of MP-2016 for years 2030 through 2049, and 20% of MP-2016 for 2050 and thereafter.
"Cadillac Tax" under ACA:	Repealed December, 2019; not included.

Actuarial Certification

The results set forth in this report are based on our actuarial valuation of the health and welfare benefit plans of the Oroville Union High School District ("District") as of June 30, 2020.

The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District in June, 2020. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 75, and the Actuarial Standards of Practice for measuring post-retirement healthcare benefits. We have used a graded version of mortality improvement scale MP-2016, consistent with our belief that MP-2016 is overly optimistic in its long-term projection of mortality rate improvements.

We refer to the "Net OPEB Liability" for an unfunded plan as equal to the Total OPEB Liability less assets, to treat an unfunded plan as being simply a special case of a funded plan where the assets are \$0. Because GASB 75 itself does not define a Net OPEB Liability for unfunded plans, this terminology has been used for the non-disclosure sections of the valuation report only, and should not be carried onto the District's financial statements.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the valuation process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this valuation report to the clients' financial statements.

The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



T. Louis Filliger, FSA, EA, MAAA Date: 8/4/2020
Actuary

Oroville Union High School District
GASB 75 Valuation Results By Employee Group

	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020
	Valuation Results	Valuation Results	Valuation Results	Valuation Results	Valuation Results
	<u>Certificated</u>	<u>Classified</u>	<u>Administrators</u>	<u>Confidential</u>	<u>Total All Groups</u>
Actuarial Present Value of Benefits:					
Actives	\$ 15,583,087	\$ 3,565,189	\$ 567,067	\$ 230,214	\$ 19,945,557
Inactive employees (retirees)	1,848,131	153,532	148,631	26,819	2,177,113
Total PVFB:	\$ 17,431,218	\$ 3,718,721	\$ 715,698	\$ 257,033	\$ 22,122,670
Actuarial Accrued Liability:					
Actives	\$ 8,172,026	\$ 1,898,682	\$ 359,157	\$ 120,947	\$ 10,550,812
Inactive employees (retirees)	1,848,131	153,532	148,631	26,819	2,177,113
Total AL:	\$ 10,020,157	\$ 2,052,214	\$ 507,788	\$ 147,766	\$ 12,727,925
Assets	-	-	-	-	-
Unfunded Accrued Liability ("UAL")	\$ 10,020,157	\$ 2,052,214	\$ 507,788	\$ 147,766	\$ 12,727,925
Service Cost (2020-21)	\$ 560,337	\$ 149,563	\$ 18,580	\$ 10,106	\$ 738,586

Amounts on this schedule are as of the valuation date. Amounts as of the measurement date(s), with appropriate accounting terminology, are shown in the body of the report.

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
July 15, 2020**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:30 p.m. on Wednesday, July 15, 2020, at Prospect High School.

ROLL CALL

Board Members Present: Scott Damon, Amber Englund, Bonnie King, Ray Sehorn and Nannette Walker

Administrators Present: Dr. Corey Willenberg, Superintendent, Susan Watts, Assistant Superintendent/CBO, and Kevin Simas, Director of Education

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9** [Consideration of Government Claim of Katie Bynum]
- **Conference with Labor Negotiators—Gov't. Code Sec. 54947.6** [OSTA/CSEA: Dr. Corey Willenberg, Superintendent, designated representative]
- **Graduation Requirement Waiver – California Education Code Section 51225.3**

The board convened to closed session at 5:31 p.m.

RESULTS OF CLOSED SESSION

At 6:10 p.m., the board reconvened to open session. The following action was taken:

#1-20/21: On a motion by Mrs. Walker, seconded by Mrs. King, the board denied the claim of Katie Bynum by the following vote.

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#2-20/21: On a motion by Mrs. Walker, seconded by Mrs. King, the board accepted an amended Personnel Assignment Order and tabled item #16 by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

MINUTES OF REGULAR MEETING – JULY 15, 2020

PUBLIC HEARING

1. Transfer of Monies between Funds Through the Use of Temporary Borrowings

Mrs. Watts stated that due to the potential funding reductions and/or deferrals, a resolution will be needed to allow a transfer between funds to avoid cash deficits. A resolution will be voted on later this evening. There were no comments from the audience or board.

STUDENT REPRESENTATIVE REPORTS (None)

RECOGNITIONS AND PRESENTATIONS (None)

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS (None)

HEARING OF INDIVIDUALS ON AGENDA ITEMS

Andree Earley asked to speak on item #14. Kari Gendreau asked to speak on item #16. Due to the meeting being held via Zoom and experiencing some technical issues, additional people were allowed to speak on item #14.

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

2. Board Comments

Mr. Sehorn encouraged the board to stay focused on the Brown Act.

3. Superintendent (None)

4. Administration (None)

5. Quarterly Williams Act Report – Dr. Willenberg responded that no complaints were received during the last quarter.

6. 19/20 Butte County Grand Jury Report – Dr. Willenberg reported that the Grand Jury looked at our athletic facilities. Some of the items they brought up are already being addressed.

OLD BUSINESS (None)

CONSENT CALENDAR

- 7. Minutes from the June 17, 2020 Board Meeting**
- 8. Check Registers Dated 6/11, 6/18, 6/25 and 7/2**
- 9. Monthly Financial Report**
- 10. 4th Quarter Scholarship Report**
- 11. Donation of Books Valued at \$1715.35 from Discount Books to the LPHS and OHS Libraries**
- 12. Single Plan for Student Achievement - LPHS**
- 13. Graduation Waiver Request – Amended OHS #3-19/20**

MINUTES OF REGULAR MEETING – JULY 15, 2020

#3-20/21: On a motion by Mr. Sehorn, seconded by Mrs. King, the consent calendar was approved as presented by the following vote:

Ayes:	Damon, England, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

NEW BUSINESS

14. 20/21 District Reopening Plan

Dr. Willenberg stated that the plan had been developed using input from stakeholders via surveys and meetings. The plan includes the possibility of having to switch to distance learning. The recent parent survey, in which 25% of parents responded, shows that 60.4% of parents want their students to return to school full-time, which can't be accommodated due to health guidelines. We are looking at alternate schedules to accommodate half of the student population on campus at any given time. Independent study will also be an option. Students must still go to school for 180 days. Our attendance revenue will be the same as it was during the 19/20 school year. If we do have to switch to distance learning, we must do a much better job than what was offered during the 4th quarter last year. The sites will be sending parent letters regarding program options. Students will default to an AM or PM schedule or they can choose independent study. Andree Earley, LPHS teacher, shared concerns about the K-12 Strong Workforce Grant they'd receive to work with the Palermo Union School District this year. If we switch to distance learning, she'd still need establish relationships with businesses where students could be placed. She has an issue with the plan saying field trips are not allowed. She'd like to see language changed to reflect that field trips will be allowed when safe to do so. With an AM/PM schedule, she wouldn't be able to work with the Palermo students. As a parent, she'd like her children to be in school full-time. If we used a blended model, she'd like an alternating day or week schedule. When parents were surveyed, they didn't know a daily schedule would be a half-day model. It wasn't discussed in prior Zoom meetings with Department Chairs either. She feels that CTE and hands-on classes requiring labs need to be held in person. She thinks our enrollment will drop. Stephanie Greco, OHS teacher, stated that students didn't receive the education they should have had at the end of last year. She feels the gap will continue to widen if we start with distance learning. She would prefer reopening using a blended model. Raymond King, OHS parent, stated that the district needs to figure out a way to reopen even if it's over video. Michael Walker, band teacher, was concerned about how students would be automatically selected into an AM/PM schedule. Michael Heldman, parent, asked how the AM/PM schedule would work when there are two working parents who can't leave their jobs to pick up or drop off students in the middle of the day. Dr. Willenberg responded that independent study is also an option. Jennifer Boag, parent, said that her junior is concerned about online learning. As a parent, she is concerned that students can be affected by going back to school with cases in Butte County increasing. Dr. Willenberg responded that students need to be screened at home and when entering school. There will also be increased sanitization, social distancing, closing some bathrooms and having only half of the students on campus at one time. Roseann Sharp, LPHS parent, asked if modifications will be done to classrooms, like protective glass and HVAC filter systems. More needs to be done than wiping desks and wearing masks. Heather Peterson, LPHS parent, asked how many students were at LPHS and OHS last year. Dr. Willenberg responded that the total population between both schools was 2,200. She asked how many students would be on each campus at any given time. Dr. Willenberg responded that the AM/PM schedule would only have half of the student population on campus at a time. She works in another local district, which will be using a program for online learning. Mr. Simas responded that our staff is being trained to use programs, like Google Classroom, as well as strategies for online learning. Mr. Damon stated that not everyone is going to agree on options. He asked how many surveys have been given to parents. Dr. Willenberg responded that two parent survey have been given. Only 1% of parents responded to the first one. Twenty-five percent of parents responded to the second one. Mr. Sehorn asked Mrs. Earley how she feels about the blended model. Mrs. Earley responded that she doesn't like the half days. She'd like students to return full-time. Mrs. King stated that she agrees but the plan would need to remain fluid as things are changing so fast. Mrs. Earley responded that not all teachers want distance learning. Dr. Willenberg stated that the sites will send letters to parents to select a final option: blended or independent study. The AM/PM schedule limits the number of students on

MINUTES OF REGULAR MEETING – JULY 15, 2020

campus. It would require a major rework of master schedules. The board can approve the plan in general and modify it as things change. He is trying to be transparent. Some things still need to be negotiated with the unions. Administration is usually able to take time off during July but they have been working to keep up with the changes. Some elementary districts are looking at five day per week schedules because they have smaller class sizes than we do. Transportation will also be an issue as a bus that transports 89 students will now only be able to transport 25 students. We usually bus 400-700 high school students. Bus riders would be assigned to the AM schedule. Mr. Damon asked if the online option has been popular. Dr. Willenberg stated that the rigor of curriculum would be greatly increased over what was offered last quarter. Mr. Damon asked if proper cleaning would be an obstacle. Mrs. Englund asked if classrooms would be cleaned between periods. Dr. Willenberg responded that alternating seating would be used. For example, first period students would sit in odd numbered desks and second period would sit in even numbered desks. Mr. Damon asked if teachers who want to be come back are in the minority. Mr. Simas stated that the staff survey shows that 42% would feel comfortable/very comfortable returning to school; 58% would feel comfortable/very comfortable with distance learning or independent study; and 62% would be comfortable/very comfortable with blended learning. Mr. Ramos stated that he thinks returning to school is the most sound way. He understands the health concerns but doesn't feel we can offering meaningful online instruction. Geographically, some students will not be able to connect to the internet even with a hot spot so they'd probably have to enroll in independent study. Due to lack of internet connectivity, we aren't hearing from those parents when surveys are sent. Dr. Willenberg responded that all districts are struggling with these decisions. Butte County Public Health could shut us down before school even starts. Distance learning would be much more stellar than it was last quarter. Every student will receive a Chromebook. He's also considering keeping the district WIFI on 24 hours per day. He understands that we will still have students who won't be able to connect but he wants to avoid paper packets as they are not as rigorous. Not all staff members used Google Classroom last quarter but will be required to do so this year. Kids also struggled emotionally last quarter. Social Emotional Learning is included in the plan. We must have a plan for contacting parents when teachers haven't heard from students in three days. We can't go back to a full-time schedule due to safety concerns. Mrs. Englund asked if an alternating day schedule is possible. Dr. Willenberg responded that we can look at it. We're trying to coordinate schedules with the elementary districts as some parents will keep their high schoolers home to babysit younger siblings.

#4-20/21: On a motion by Mr. Sehorn, seconded by Mrs. Englund, parents will be surveyed to determine their interest in an alternate day schedule vs an AM/PM schedule and the plan can be utilized while remaining fluid by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

15. Resolution to Transfer Monies between Funds Through the Use of Temporary Borrowings

#5-20/21: On a motion by Mrs. Englund, seconded by Mr. Sehorn, Resolution #1-20/21 was approved as presented by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

16. Elimination of 20/21 Freshmen Sports

Dr. Willenberg stated that the district has identified some cuts to make to offset the \$750,000 budget deficit. CIF may not even allow sports this year. They are supposed to make an announcement on Monday. Although this item was tabled, Kari Gendreau, LPHS parent, was allowed to speak since she was in attendance. She had major concerns about freshmen spots being eliminated. She coached basketball at Palermo last year and reported that they have a lot of talented athletes who are looking forward to playing freshmen sports this year. She and many other parents are interested in starting a

MINUTES OF REGULAR MEETING – JULY 15, 2020

Booster Club. They could provide transportation and are willing to fundraise to help with expenses. Dr. Willenberg directed Mrs. Gendreau to discuss the Booster Club idea with Mr. Ramos.

17. Resolutions to Establish a New Student Activity Special Revenue Fund

#6-20/21: On a motion by Mr. Sehorn, seconded by Mrs. King, Resolution #2-20/21 was approved as presented by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

18. Attorney/Client Agreement with Kelly Albrecht

#7-20/21: On a motion by Mrs. King, seconded by Mr. Sehorn, the agreement was approved as presented by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

19. 20/21 Committee on Assignment Members

#8-20/21: On a motion by Mrs. Englund, seconded by Mrs. King, Dr. Willenberg, Scott Burket, Brian Guthrie, Teisha Hase, Dan Ramos and Cristi Tellechea were selected as the 20/21 Committee on Assignment Members as presented by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

20. 20/21 District Investigative Team Members

#9-20/21: On a motion by Mr. Sehorn, seconded by Mrs. King, Dr. Willenberg, Chello Metcalf and Gem Henderson were approved as the 20/21 District Investigative Team with Jeff Ochs Dan Ramos and Monica Harris serving as alternates was approved as presented by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

33 Amended Personnel Assignment Order

#10-20/21: On a motion by Mr. Sehorn, seconded by Mrs. King, the amended Personnel Assignment Order was approved by the following vote:

Ayes:	Damon, Englund, King, Sehorn, Walker
Noes:	None
Abstentions:	None
Absent:	None

MINUTES OF REGULAR MEETING – JULY 15, 2020

(Irrespective of effective dates, new employees may not report to their school campus until Personnel Office has communicated completion of pre-employment requirements to site Principal.

Certificated

2019/20 Dual Enrollment Stipend
Rich Darrach - \$956.04

Karsten Anderson
Correct initial placement on salary
schedule
Step/Column 4/I
\$44,413 p/yr
Effective 8/10/2020

Robert Hastings
Teacher
Unit move to Step/Class 27/IV \$98,365
p/yr
Effective 8/10/2020

2020/21 OHS Coaches

Varsity Football Asst.-Tyler Brown (NP)
JV Football Asst.-Isaac Morelli (NP)
JV Football Asst.-Bryce Brandt (NP)
Varsity Volleyball Head-Shauna Stone
(Paid)

2020/21 Substitute Teachers

Alonzo, Rachael
Anderson, Carol
Anderson, James
Anderson, Kathryn
Avila, Lisa
Backues, Sharyl
Barajas-Saenz, Ashley
Boatwright, Jeanean
Brandt, Tyler
Bremner, Lynn
Brown, Mark
Cameron, Alice
DeAnda, Eddie
Eads, Nicole
Eldridge, Barbara
Enos, Annie
Finnegan, Corey
Gauthreaux, Eric
Goldmann, Britta
Goodman, Betty
Hamett, Judy
Harlan, Josh
Harrington, Glenn
Hetherwick, Melissa
Hillman, Laura
Huie, James

Classified

Kelly Sapp
Administrative Secretary
Correct effective date to 7/1/20

Tamara Hart
Administrative Secretary
Resignation
Effective 7/21/2020

Pa Houa Yang
Administrative Secretary – LPHS
FMLA/CFRA Leave
Effective 7/1/2020

Larry Fallen
Universal
Medical Leave
Effective 7/1/2020 – 8/8/2020

Cameron Davis
SPED Para Educator II (BCOE Program Transfer)
Resignation of transfer

Rick Sanders
Transportation Director
Retirement with District Paid Benefits Until 65
Effective 8/14/20

2020/21 Substitute Campus Supervisor

Brewer, Miles
Horton, Cliff
Jacobsen, Chris
Manes, Alan
Phillips, Ronnie
Santillan, Manuel

2020/21 Clerical Substitutes

Bello, Beth
Olson, Kristie

2020/21 Substitute Custodians

Alex, Cynthia
Blankenship, Kyle
Brewer, Miles
Campolo, Gabriel
Cash Jr., Billy
Collins, Justin
Cunningham, Riley
Garnet Goforth, Kayla
Gilbert, Michael
Hamrick, Connor
Horton, Cliff

MINUTES OF REGULAR MEETING – JULY 15, 2020

Certificated (Cont.)

2020/21 Substitute Teachers (Cont.)

Huss, Diana
Jackson, William
Johansen, Madison
Juel, Wesley
Kangas, Margaret
King, Ernest
Kropholler, Robin
Lacefield, Jacqueline
Lackey, Jaymes
Leyva-Gutierrez, Teresa
Lopez, Celeste
Lyon, Robin
Maestas Jr., Leopoldo
Magana, Eric
Medford, Shelly
Moos, Jessica
Olexiewicz, Jim
Page, Julia
Philbeck, Larry
Reynoza, Santiago (Jr.)
Rinehart, Susan
Scott, Cameron
Scott, Raymond
Simas, Paulette
Suhrie, Robert
Tate, Travanti
Teer, Abby
Thompson, Dominique
Treusdell, Craig
Weliver, Paul
West, Steven
Wise, Susanna
Zelny, Andrew

Classified (Cont.)

2020/21 Substitute Custodians (Cont.)

Huston, Delbert
Long, Kenneth
Manes, Alan
Topete, Omar
Ullman, Ronald

2020/21 Food Service Worker Substitutes

Allen, Tanya
Brewer, Tina
Browne, Linda
Bryce, Michele
Hamrick, Connor
Jernigan, Koren
LaFreniere, Kristin
Miller, Stephanie
Otsuka, Sherry
Shaver, Lisa
Soria-Flores, Dolvita
Trinnaman, Charlene

2020/21 Groundskeeper Substitutes

Cash Jr., Billy

2020/21 Maintenance Substitutes

Cash Jr., Billy

2020/21 Para Educator Substitutes

Boatwright, Jeanean
Bradford, Debra
Cameron, Alice
Collins, Justin
Commander, Ahlisa
Ford, Joseph
Hetherwick, Melissa
Leonard, Annaliece
Lyon, Robin
Meza, Anthony
Miller, Stephanie
Mooney, Valerie
Potts, Megan

2020/21 Substitute Courier

Davis, Trevor
Hatcher, George (Leon)
Macomber, Bill
Naper, Aderia

2020/21 Substitute Courier/Bus Aide

Davis, Trevor
Hatcher, George (Leon)
Macomber, Bill
Naper, Aderia
Narayan, Gloria
Nazari, Mohsen (Sam)

MINUTES OF REGULAR MEETING – JULY 15, 2020

Certificated (Cont.)

Classified (Cont.)

2020/21 Substitute Courier/Bus Aide (Cont.)

Nielsen, Dawna
Rascon, Alexandria (Tera)
Rudolph, Mary
Smith, Helen
Sneeringer, Jodi
Wenger, Lea

2020/21 Substitute Bus Drivers

Hatcher, George (Leon)
Macomber, Bill
Narayan, Gloria
Nazari, Mohsen (Sam)
Smart, Connie
Swarts, Susan

2020/21 Substitute Mechanic/Assistant

Hatcher, George (Leon)
Howarth, Dan

2020/21 Substitute Dispatcher

Jenkins, Monica
Nielsen, Dawna
Rossetta, Terry

2020/21 Substitute Transportation Secretary

Jenkins, Monica
Nielsen, Dawna
Rossetta, Terry

2020/21 Substitute Transportation Custodian

Lacativo, Ramona
Rossetta, Terry
Smith, Helen

2020/21 Substitute Vehicle Service Worker

Bradford, Debra
Boxler, Dayna
Davis, Michael
Griswald, Cynthia
Hatcher, George (Leon)
Huerta, Anastasio (Blas)
Jenkins, Joel
Jenkins, Leighton
Jenkins, Monica
Macomber, Bill
Narayan, Gloria
Nazari, Mohsen (Sam)
Raasch, Susan
Rascon, Alexandria (Tera)
Rossetta, Terry
Smart, Connie
Swarts, Susan

MINUTES OF REGULAR MEETING, JULY 15, 2020

22. Items for Next Agenda (None)

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Mrs. King, the meeting adjourned at 7:25 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 07/07/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-180267	07/07/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/ RUSSELL		52.53
3005-180268	07/07/2020	CASBO	01-5300	20/21 SUBSCRIPTION		1,000.00
3005-180269	07/07/2020	CSBA C/O WEST AMERICA BANK	01-5300	20/21 CSBA/ELA MEMBERSHIP	9,721.00	
3005-180270	07/07/2020	MESA ENERGY SYSTEM INC.	01-5800	20/21 GAMUT ONLINE	2,495.00	12,216.00
			01-5640	2 OF 4 CONTRACT AT DO	780.25	
				2 OF 4 CONTRACT AT LP	440.00	
				2 OF 4 CONTRACT AT OHS	4,730.00	
				3 OF 4 CONTRACT AT OAE	978.00	6,928.25
3005-180271	07/07/2020	FRONTLINE TECHNOLOGIES GROUP FRONTLINE EDUCATION	01-5850	20/21 ABSENCE & SUBS ONLINE SUBSCRIPTIONS		7,752.28
3005-180272	07/07/2020	GOLD STAR FOODS	13-4700	FY2020 STORAGE FEES		36.10
3005-180273	07/07/2020	GRAINGER INC	01-4300	MAINT. SUPPLIES		695.71
3005-180274	07/07/2020	N2Y	01-5850	20/21 ONLINE SUBSCRIPTION		6,275.56
3005-180275	07/07/2020	Raptor Technologies LLC	01-5850	20/21 ANNUAL ACCESS FEE RENEWAL		1,695.00
3005-180276	07/07/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0850- D.RAMOS/ AMAZON	71.28	
				8808- J.LAGRONE/ AMAZON	138.52	
				8808- J.LAGRONE/ FS.COM	744.00	
			01-4360	0215- R.SANDERS/ AMAZON	36.78	
			01-4362	0215- R.SANDERS/ WALMART	405.13	
			01-5900	5501- T.DRURY/ POST OFFICE	24.20	
			11-4300	6976- J.OCHS/ HOME DEPOT	134.12	1,554.03
Total Number of Checks					10	38,205.46

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	9	38,035.24
11	AdultEducationFund	1	134.12
13	CafeteriaSpecialRevenueFund	1	36.10
Total Number of Checks		10	38,205.46
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			38,205.46

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/09/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-180410	07/09/2020	ACCULARM DAN R LEDFORD	01-5800	CCTV INSTALLATION PHS	550.00	682.00
			11-5800	CENTRAL MONITORING	132.00	
				07/01/2020-09/30/2020		
3005-180411	07/09/2020	AT&T	01-5900	ACCT. 9391008278 JUNE2020	21.26	
				ACCT. 9391008279 JUNE2020	20.89	
				ACCT. 9391008280 JUNE2020	20.90	
				ACCT. 9391008281 JUNE2020	20.92	
				ACCT. 9391008282 JUNE2020 DW	1,081.89	
				ACCT. 9391008282 JUNE2020 DW	29.81	
			11-5900	ACCT. 9391047160 JUNE2020	107.34	
				ACCT. 9391008282 JUNE2020 DW	15.37	1,318.38
3005-180412	07/09/2020	CARPETS GALORE INC	01-5640	REPLACE HALLWAY CARPET OHS		2,380.00
3005-180413	07/09/2020	CITY OF OROVILLE	01-5800	4QTR RESOURCE OFFICER-APRIL-JUNE2020		21,875.00
3005-180414	07/09/2020	CA OCCUPATIONAL MEDICAL PROF	01-5804	PRE EMPLOYMENT SCREENING		807.50
3005-180415	07/09/2020	DAWSON OIL CO	01-4362	MOTOR OIL- TRANSPORTATION		3,008.00
3005-180416	07/09/2020	HANCOCK AUTOMOTIVE	01-5620	B57 SMOG INSP. CERT	44.00	
				M69 SMOG INSP. CERT	44.00	
				SMOG INSPECTION CERT	660.00	748.00
3005-180417	07/09/2020	INSIDE OUT DESIGNS	01-4300	3'X8' SIGN OHS		59.54
3005-180418	07/09/2020	JACKSONS GLASS CO	01-4300	48X96 PLEXI GLASS		772.91
3005-180419	07/09/2020	LOAPUD	01-5503	4QTR BILLING/ 3356-00	913.44	
				4QTR BILLING/ 3357-00	6,051.54	6,964.98
3005-180420	07/09/2020	OREILLY AUTOMOTIVE INC	01-4360	CONNECTOR	11.90	
				TRANS/ AT FLTR KIT	72.67	
			01-4363	SLACK ADJ	146.50	
				TRANS/ AT FLTR KIT	16.42	
				TRANS/ AIR FLTR KIT	586.28	
				TRANS/ CREDIT	56.29-	777.48
3005-180421	07/09/2020	OROVILLE ADULT ED REVOLVING	11-5800	MAY REIMB. CHECK #1315		125.00
3005-180422	07/09/2020	OUHSD CLEARING ACCOUNT	01-5800	MAY SERVICE CHARGE		25.00
3005-180423	07/09/2020	OUHSD REVOLVING FUND	01-5800	MAY2020 SERVICE CHARGE		25.00
3005-180424	07/09/2020	OUHSD SCHOLARSHIP FUND	01-5800	MAY2020 SERVICE CHARGE		25.00
3005-180425	07/09/2020	PG&E	01-5501	JUNE2020 BILLING 7241342564-5	8,037.29	
				MAY-JUNE2020 #0290829210-1	407.39	
3005-180426	07/09/2020	RECOLOGY BUTTE COLUSA COUNTIES	11-5501	JUNE2020 BILLING 7241342564-5	374.97	8,819.65
			01-5506	LP	20.00	
				LP/ 021396977	601.29	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 07/09/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-180426	07/09/2020	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	OHS	92.66	
				OHS/ 020007641	304.95	
				PHS/ 020173831	304.95	
				TRANS-DO/ 020088658	214.74	
			01-5800	LP	119.38	
			11-5506	OAE/ 021126259	197.70	1,855.67
3005-180427	07/09/2020	SHERWIN WILLIAMS CO	01-4300	PAINT SUPPLIES- LP	388.27	
				PAINT SUPPLIES- OHS	258.85	647.12
3005-180428	07/09/2020	STAPLES-BUSINESS ADVANTAGE	01-4300	FOOD BIN- S.SMITH CLASS		617.00
3005-180429	07/09/2020	STATE OF CALIF DEPT OF JUSTICE	01-5804	FINGERPRINTINGPRE EMP.	352.00	
			11-5804	FINGERPRINTINGPRE EMP.	288.00	640.00
3005-180430	07/09/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0950-D.RAMOS/ AMAZON	158.88	
				8808-J.LAGRONE/ AMAZON	128.67	
			01-4360	8808-J.LAGRONE/ EPLASTIC	2,344.56	
				0215- R.SANDERS/ AMAZON	46.78	
				0215- R.SANDERS/ COSTCO	375.36	
				0215-R.SANDERS/ AMAZON	15.14	
				0215-R.SANDERS/ COSTCO	53.59	
			01-4400	0215- R.SANDERS/ TRACTOR SUPPLY	974.24	4,097.22
				Total Number of Checks	21	56,270.45

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	20	55,000.26
11	AdultEducationFund	6	1,254.82
13	CafeteriaSpecialRevenueFund	1	15.37
	Total Number of Checks	21	56,270.45
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		56,270.45

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/14/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-180619	07/14/2020	ASBURY ENVIRONMENTAL SERVICES	01-4360	USED OIL SERVICE CHARGE		160.00
3005-180620	07/14/2020	AZ BUS SALES INC	01-4363	DECALS		78.78
3005-180621	07/14/2020	BAKER DISTRIBUTING CO. LLC	01-4300	MAINT. SUPPLY- OAE		23.03
3005-180622	07/14/2020	BLACKBOARD INC	01-5850	20/21 WEB HOSTING RENEWAL		6,016.47
3005-180623	07/14/2020	BUSWEST	01-4363	TRANS SUPPLY.		631.78
3005-180624	07/14/2020	BUTTE COUNTY SHERIFF	01-5800	FY 2019-20/ SCHOOL RESOURCE OFFICER SERVICES/ 4TH QTR		33,388.11
3005-180625	07/14/2020	CDW GOVERNMENT INC	01-4400	SURFACE LAPTOP	1,600.69	
			01-5850	20/21 SUBSCRIPTION RENEWAL	6,214.00	
3005-180626	07/14/2020	DAY WIRELESS SYSTEMS	01-5900	GOGUARDIAN 20/21 RENEWAL	11,000.00	18,814.69
3005-180627	07/14/2020	MIDWEST MOTOR SUPPLY CO. INC.	01-4360	JUNE2020 BILLING		762.00
3005-180628	07/14/2020	TASTO INC	01-5506	TRANS. SUPPLIES		96.43
3005-180629	07/14/2020	EWING IRRIGATION PRODUCTS	01-5506	RECYCLING TIRES FEE		783.78
3005-180630	07/14/2020	FASTENAL COMPANY	01-4300	MAINT SUPPLIES		195.02
3005-180631	07/14/2020	HOBBS PEST SOLUTIONS INC	01-4300	MAINT SUPPLY/ SANTOS		102.36
3005-180632	07/14/2020	MIKE CAREY MIKE CAREY CONSTRUCTION	01-5502	JUNE2020 SERVICE/ OHS		135.00
3005-180633	07/14/2020	NORCAL FOOD EQUIPMENT	01-5640	INSTALL WINDOW OHS ADMIN		1,100.00
3005-180634	07/14/2020	OFFICE DEPOT	01-4300	WALL SHELVES		343.16
3005-180635	07/14/2020	PG&E	01-4300	DO SUPPLIES		235.71
			01-5501	JUNE BILLING 6255577568-3	472.73	
				JUNE BILLING 8353087371-6	555.43	
3005-180636	07/14/2020	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	MAINT SUPPLY- OHS		1,028.16
3005-180637	07/14/2020	SEVEN UP BOTTLING COMPANY OF CHICO INC	11-5601	JULY2020 LEASING B&C		654.89
3005-180638	07/14/2020	SHERWIN WILLIAMS CO	01-4300	PAINT SUPPLIES- OHS		3,500.00
3005-180639	07/14/2020	SPURR	01-5501	BILLING 5/02/2020-6/02/2020		130.69
3005-180640	07/14/2020	THERMALITO WATER & SEWER DIST	01-5505	JULY2020- 617301	278.68	
				JULY2020- 620601	209.00	
3005-180641	07/14/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	5501- T.DRURY/ HOME DEPOT	104.57	
				8808- J.LAGRONE/ AMAZON	584.52	
			01-4360	0215- R.SANDERS/ AMAZON	239.22	
			01-5200	2510- C. WILLENBERG/ UCI	3,200.00	
				2510- C.WILLENBERG/ VIRTUAL WORKSHOP	1,080.00	
			01-5850	9689- K.SIMAS/ ZOOM	14.99	5,223.30
Total Number of Checks					23	76,008.54

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 07/14/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description	Check Count	Expensed Amount			
01	General Fund	22	72,508.54			
11	Adult Education Fund	1	3,500.00			
	Total Number of Checks	23	76,008.54			
	Less Unpaid Sales Tax Liability		.00			
	Net (Check Amount)		76,008.54			

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Jul 17 2020 3:00PM

Checks Dated 07/16/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-180859	07/16/2020	ACCULARM DAN R LEDFORD	01-5800	1 QTR LEASE & CENTRAL MONITORING		81.00
3005-180860	07/16/2020	CALIFORNIA WATER SERVICE	01-5505	JUNE # 9931655860 REIS APRIL PAYMENT 63.52	101.09	
3005-180861	07/16/2020	CARPETS GALORE INC	11-5505	JUNE # 8767360151 REIS APRIL 161.79	414.03	515.12
3005-180862	07/16/2020	CENTURY LINK	01-5640	INSTALL FLOORING H WING	20,446.00	
3005-180863	07/16/2020	GRAINGER INC		INSTALL FLOORING TO PRINCIPALS OFFICE	1,479.00	21,925.00
3005-180864	07/16/2020	HILLYARD INC.	01-5900	6/01/20-6/30/20 - BILLING #87101630		.36
3005-180865	07/16/2020	HOME DEPOT	01-4300	MAINT. SUPPLIES		4,093.40
			01-4300	CUSTODIAL SUPPLIES		2,885.15
			01-4300	DO- MAINT/ RUSSELL	17.15	
			01-4300	LP- MAINT/ RUSSELL	159.01	
				LP- MAINT/ SANTOS	17.82	
				OHS- MAINT/ SANTOS	173.88	
				PHS- MAINT/ SANTOS	4.17	372.03
3005-180866	07/16/2020	OROVILLE ELEMENTARY SCH DIST	01-8677	2019/2020 TRANSPORTATION AGREEMENT SEC14		12,593.00
3005-180867	07/16/2020	SAN JOAQUIN OFFICE OF ED	01-5800	ED JOIN SERVICE FY20/21		450.00
3005-180868	07/16/2020	SAN MATEO-FOSTER CITY SD	13-5300	20/21 CO-OP MEMBERSHIP		151.27
3005-180869	07/16/2020	SHERWIN WILLIAMS CO	01-4300	PAINT SUPPLIES- LP		212.12
3005-180870	07/16/2020	SYNECTIC TECHNOLOGIES	01-5620	REISSUE, CHECK #175333 WAS LOST		193.75
3005-180871	07/16/2020	TOTAL EDUCATION SOLUTIONS	01-5800	JUNE2020 LAS/SLPA SERVICES		625.00
3005-180872	07/16/2020	US BANK CORPORATE PAYMENT SYSTEM	01-5200	5996- C.TELLECHEA/ SOUTHWEST	224.96	
				9689- K.SIMAS/ COMFORT SUITES	190.73	
			11-5200	6976- J.OCHS/ SOUTHWEST	161.96	577.65
3005-180873	07/16/2020	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5640	SERVICE CALL- OHS/LP	1,500.00	
			13-5640	SERVICE CALL- OHS/LP	750.00	2,250.00
3005-180874	07/16/2020	ZONAR SYSTEMS INC	01-5630	20/21 SERVICE RENEWAL		15,900.00
Total Number of Checks					16	62,824.85

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	15	61,347.59
11	AdultEducationFund	2	575.99
13	CafeteriaSpecialRevenueFund	2	901.27

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE

ONLINE

Checks Dated 07/16/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	16		62,824.85	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			62,824.85	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/21/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-181074	07/21/2020	Amazon.com Lic	01-4300	DO SUPPLIES		40.52
3005-181075	07/21/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/ BILL	34.61	
				MAINT. SUPPLIES/ DEAN	10.38	
				MAINT. SUPPLIES/ JOHNNY	27.01	
				MAINT. SUPPLIES/ RUSSELL	108.33	
				MAINT. SUPPLIES/ SANTOS	16.23	196.56
3005-181076	07/21/2020	CREATIVE IMAGING	01-5800	GRADUATION CELEBRATION PACKET-DW&OAE	4,296.00	
			11-5800	GRADUATION CELEBRATION PACKET-DW&OAE	900.00	5,196.00
3005-181077	07/21/2020	SANDRA G NIMMO DBA AFFORDA TES T	01-5800	SECONDARY TESTING SB989 TANK		996.00
3005-181078	07/21/2020	DEPT TOXIC SUBSTANCES CONTROL ACCOUNTING UNIT	01-5800	2020 EPA ID Manifest Fee		682.50
3005-181079	07/21/2020	GURU PRESSURE WASHING	01-5620	HARRISON KITCHEN HOOD CLEANING	275.00	
			13-5620	20/21 LP KITCHEN HOOD CLEANING	595.00	
				JAZZ KITCHEN HOOD CLEANING	225.00	
				OHS KITCHEN HOOD CLEANING	495.00	
				PHS KITCHEN HOOD CLEANING	225.00	1,815.00
3005-181080	07/21/2020	HOME DEPOT	01-4300	LP- MAINT/ BRET	669.01	
				LP- MAINT/ SANTOS	48.53	
				OHS- MAINT/ RUSSELL	16.57	
				OHS- MAINT/ SANTOS	220.23	
				PHS- MAINT/ RUSSELL	78.30	1,032.64
3005-181081	07/21/2020	HOUGHTON MIFFLIN CO	01-4100	ONLINE ENGLISH 3D MATERIALS		1,955.16
3005-181082	07/21/2020	MCKINLEY ELEVATOR CORPORATION	01-5620	JULY2020 MAINT. #7315114	600.00	
				JULY2020 MAINT. #7319077	300.00	900.00
3005-181083	07/21/2020	MT SHASTA SPRING WATER CO INC	01-4300	JULY2020 5-5 GAL/ DO		18.15
3005-181084	07/21/2020	OFFICE DEPOT	01-4300	CORY'S TONER		167.27
3005-181085	07/21/2020	OROVILLE ADULT ED REVOLVING	11-9120	JUNE REIMB CH# 1316-1320		1,495.00
3005-181086	07/21/2020	School Services Of California	01-5200	20/21 HR VIRTUAL WORKSHOP CHELLO	649.50	275.00
3005-181087	07/21/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	2510- C.WILLENBERG/ MASK SALUS	66.78	
				5501- T. DRURY/ HOME DEPOT		
				8808- J.LAGRONE/ AMAZON	3,732.17	
			01-5200	2510- C.WILLENBERG/ VIRTUAL CONF	270.00	
				FOR T.DRURY		
			01-5300	6975- S.WATTS/ AICPA	285.00	
			01-5850	6989- K.SIMAS/ ZOOM	14.99	
			11-4300	6976- J.OCHS/ FIFTH SUN	225.86	5,244.30

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 07/21/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					14	20,014.10

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	13	15,853.24
11	AdultEducationFund	3	2,620.86
13	CafeteriaSpecialRevenueFund	1	1,540.00
Total Number of Checks		14	20,014.10
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			20,014.10

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Jul 23 2020
10:22AM

Checks Dated 07/23/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-181243	07/23/2020	Alexa Barkett	11-8671	CNA CLASS REFUND		998.00
3005-181244	07/23/2020	Briana Goble	11-8671	CNA CLASS REFUND		998.00
3005-181245	07/23/2020	Ciera Deeds	11-8671	CNA CLASS REFUND		700.00
3005-181246	07/23/2020	David Leonard	11-8671	CNA CLASS REFUND		1,000.00
3005-181247	07/23/2020	EUGENIA TERENTIEVA	11-8671	MEDICAL BILLING REIMB.		1,805.00
3005-181248	07/23/2020	Fairryn Graff	11-8671	CNA CLASS REFUND		998.00
3005-181249	07/23/2020	Jessica Hull	11-8671	CNA CLASS REFUND		998.00
3005-181250	07/23/2020	Melissa Kirk	11-8671	EMT CLASS REFUND		950.00
3005-181251	07/23/2020	Sarah Diduca	11-8671	CNA CLASS REFUND		998.00
3005-181252	07/23/2020	Shannon Hickman	11-8671	CNA CLASS REFUND		998.00
3005-181253	07/23/2020	Sophie Gruszka	11-8671	CNA CLASS REFUND		998.00
3005-181254	07/23/2020	Tara Hulsey	11-8671	CNA CLASS REFUND		998.00
3005-181255	07/23/2020	Timothy Thao	11-8671	CNA CLASS REFUND		998.00
3005-181256	07/23/2020	Vanessa Gillette	11-8671	CNA CLASS REFUND		998.00
3005-181257	07/23/2020	Zoe Zanotti	11-8671	CNA CLASS REFUND		998.00
3005-181258	07/23/2020	AZ BUS SALES INC	01-4363	DECAL EMERGENCY EXIT SIGN		81.32
3005-181259	07/23/2020	CARPETS GALORE INC	01-5640	CDS- REGUUE CARPET		289.00
3005-181260	07/23/2020	COMCAST	11-5900	JULY2020- 933675892	1,745.24	
			11-8699	JULY E-RATE #933675892	142.17-	1,603.07
3005-181261	07/23/2020	ENLOE MEDICAL CENTER	01-5804	JUNE2020 PRE SCREENING		126.00
3005-181262	07/23/2020	GRAINGER INC	01-4300	MAINT. SUPPLIES		270.76
3005-181263	07/23/2020	HANCOCK AUTOMOTIVE	01-5620	SMOG CERT/ 2006 F250		44.00
3005-181264	07/23/2020	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES		409.74
3005-181265	07/23/2020	HOME DEPOT	11-5640	OAE THERMOSTAT		28.58
3005-181266	07/23/2020	ILLUMINATE EDUCATION INC.	01-5850	SOFTWARE/DATA SYSTEM		18,326.00
3005-181267	07/23/2020	MJB SALES & SERVICE	01-4300	REISSUE/ AG SUPPLIES LP		149.69
3005-181268	07/23/2020	PELICAN VENTURES, LLC	01-5800	SME002/ STANDARD SUB SERVICE		673.25
3005-181269	07/23/2020	RAY MORGAN COMPANY	01-5603	MAINT. & USAGE- OHS	8.80	
			11-5603	MAINT & USAGE- OAE	111.67	120.47
3005-181270	07/23/2020	TIM'S DOOR SHOP	01-4300	ANITEX CLASSROOM LOCKS		942.12
Total Number of Checks					28	38,497.00

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	11	21,320.68

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

023 - Oroville Union High School District

Generated for Christina Hopper (CHOPPER), Jul 23 2020
10:23AM

Checks Dated 07/23/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
11	Adult Education Fund	18	17,176.32
	Total Number of Checks	28	38,497.00
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		38,497.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Jul 23 2020
10:23AM

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Checks Dated 07/28/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-181416	07/28/2020	Clara Murray	11-8671	CNA CLASS REFUND		998.00
3005-181417	07/28/2020	Dana Hornyak	11-8671	CNA CLASS REFUND		998.00
3005-181418	07/28/2020	Dayna Eleazer	11-8671	CNA CLASS REFUND		700.00
3005-181419	07/28/2020	Dylan McCowan	11-8671	CNA CLASS REFUND		998.00
3005-181420	07/28/2020	Emily Lui	11-8671	CNA CLASS REFUND		998.00
3005-181421	07/28/2020	Emily Storm	11-8671	CNA CLASS REFUND		998.00
3005-181422	07/28/2020	Jolynn Marshall	11-8671	CNA CLASS REFUND		998.00
3005-181423	07/28/2020	Keng Thao	11-8671	CNA CLASS REFUND		840.00
3005-181424	07/28/2020	Krista Keefe	11-8671	CNA CLASS REFUND		998.00
3005-181425	07/28/2020	Linda Vang	11-8671	Pharmacy Tech Refund		1,099.00
3005-181426	07/28/2020	Shawna Wizner	11-8671	CNA CLASS REFUND		998.00
3005-181427	07/28/2020	Tristan Barnard	11-8671	EMT CLASS REFUND		950.00
3005-181428	07/28/2020	Vanissa Gutierrez	11-8671	CNA CLASS REFUND		998.00
3005-181429	07/28/2020	Xochitl Melgarejo	11-8671	Pharmacy Tech Refund		1,399.00
3005-181430	07/28/2020	Amazon.com Lic	01-4300	FOLDER FOR CHELLO		27.39
3005-181431	07/28/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/ BRET	18.59	
				MAINT. SUPPLIES/ BRIAN	22.47	
				MAINT. SUPPLIES/ MARK	21.16	
				MAINT. SUPPLIES/ RUSSELL	63.45	
				MAINT. SUPPLIES/ SANTOS	21.34	
			01-4360	TRANS/ GLEN	37.87	184.88
3005-181433	07/28/2020	DAY WIRELESS SYSTEMS	01-5900	JULY2020 BILLING		762.00
3005-181434	07/28/2020	EDUCATIONAL TESTING SERVICE	11-5800	OAE TESTING		51.00
3005-181435	07/28/2020	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES- LP	282.26	
				CUSTODIAL SUPPLIES- OHS	7,237.09	7,519.35
3005-181436	07/28/2020	HOME DEPOT	01-4300	DO- MAINT/ RUSSELL	42.74	
				LP- MAINT/ BRET	302.61	
				LP- MAINT/ SANTOS	54.03	
				OHS- MAINT/ RUSSELL	40.97	440.35
3005-181437	07/28/2020	Sherwin Williams Co	01-4300	PAINT SUPPLIES- LP	424.23	
				PAINT SUPPLIES- PHS	424.23	
3005-181438	07/28/2020	PRACTI-CAL INC	01-5800	MEDI-CAL CLAIMS TRANSF.		848.46
3813-181432	07/28/2020	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	AUG2020 RETIRE BILLING	50,611.23	337.29
			76-9560	AUG2020 ACTIVE BILLING	338,980.01	389,591.24
Total Number of Checks					23	413,731.96

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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ONLINE

Checks Dated 07/28/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description		Check Count		Expensed Amount	
01	GeneralFund		7		10,119.72	
11	AdultEducationFund		15		14,021.00	
76	Warrant/Pass-ThroughFund		1		389,591.24	
	Total Number of Checks		23		413,731.96	
	Less Unpaid Sales Tax Liability				.00	
	Net (Check Amount)				413,731.96	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-181624	07/30/2020	ACCREDITING COMMISSION	01-5300	20/21 MEMBERSHIP DUES LP	1,070.00	
3005-181625	07/30/2020	ADVANCED TECHNOLOGY GROUP	01-5800	20/21 MEMBERSHIP DUES OHS	1,070.00	3,210.00
3005-181626	07/30/2020	BUTTE CO PUBLIC HEALTH	01-5800	20/21 MEMBERSHIP DUES PHS	1,070.00	4,600.00
				E-RATE SERVICE		
				20/21 CUPA BILLING TRNS	2,083.00	
				20/21 ANNUAL FOOD PERMIT LP	576.00	
				20/21 ANNUAL FOOR PERMIT CDS	345.00	
				20/21 ANNUAL FOOR PERMIT OHS	576.00	
				20/21 ANNUAL FOOR PERMIT OHS JAZZ	461.00	
				20/21 ANNUAL FOOR PERMIT PHS	576.00	4,617.00
3005-181627	07/30/2020	BUTTE COUNTY SHERIFF	01-5804	FINGER PRINTING FOR PRE EMPLOYMENT	370.00	
				FINGER PRINTING FOR PRE EMPLOYMENT	296.00	666.00
				06/0520-07/08/20 BILLING 0556577777		6,009.68
3005-181628	07/30/2020	CALIFORNIA WATER SERVICE	01-5505	JULY2020 BILLING #87101630		.39
3005-181629	07/30/2020	CENTURY LINK	01-5900	CERT. NEG. #002202	1,134.00	
3005-181630	07/30/2020	DANNIS WOLIVER KELLEY	01-5801	CLASS. NEG. #00203	84.00	
				CLASS. NEG. #002203	224.00	
				GENERAL LEGAL #001101	396.00	
				PERSONNEL ISSUES #001106	84.00	
				STUDENTS DISCIPLINE #010319	2,450.00	4,372.00
				FY2020 BROWN BAG STATE FEES	4.50	
3005-181631	07/30/2020	GOLD STAR FOODS	13-4700	FY2020 PROC STATE FEES	53.10	57.60
3005-181632	07/30/2020	PG&E	01-5501	06/23/20-07/21/20 BILLING #0290829210-1		421.85
3005-181633	07/30/2020	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5602	05/23/20-08/22/20/ LEASING #0015847950	155.07	
				05/28/20-08/27/20/ LEASING #0017068943	429.35	
				LEASING CHARGE #0010737647	376.08	
				08/16/20-11/15/20/ LEASING #001277166	47.90	1,008.40
3005-181634	07/30/2020	SFWP - ACCTS RECEIVABLE	01-5505	JULY2020 BILLING LP #007847-000	279.12	
				JULY2020 BILLING LP AG #007833-000	144.31	423.43
3005-181635	07/30/2020	TEACHER CREATED MATERIALS, INC	01-4200	CULTURAL AND LINGUISTICALLY		10,213.88
3005-181636	07/30/2020	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5640	SERVICE CALL/ PHS		612.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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ONLINE

Checks Dated 07/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Total Number of Checks	13	36,212.23

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	12	33,276.73
11	AdultEducationFund	2	343.90
13	CafeteriaSpecialRevenueFund	2	2,591.60
	Total Number of Checks	13	36,212.23
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		36,212.23

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 08/04/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-181832	08/04/2020	Addi Chiatovich	11-8671	Quilting Class Refund		75.00
3005-181833	08/04/2020	Angela Thompson	11-8671	Digital Photography 1 Class Refund		35.00
3005-181834	08/04/2020	Anita Beadles	11-8671	Quilting/Watercolor Class Refunds		125.00
3005-181835	08/04/2020	Annette Perrucci	11-8671	Quilting/Watercolor Class Refunds		125.00
3005-181836	08/04/2020	Anthony Cuoco	11-8671	Computers for Beginners 1 Class Refund		60.00
3005-181837	08/04/2020	Beth Howard	11-8671	iPhone/Smartphone 1 & 3 Class Refund		40.00
3005-181838	08/04/2020	Bobbie Cagle	11-8671	Digital Photography 1 Class Refund		35.00
3005-181839	08/04/2020	Carolyn Sherer	11-8671	iPhone/Smartphone 1 & 2 Class Refund		40.00
3005-181840	08/04/2020	Cheryl McBain	11-8671	Quilting Class Refund		75.00
3005-181841	08/04/2020	Claudia Lang	11-8671	Comp for Beg 1 & 2 Class Refund		120.00
3005-181842	08/04/2020	Cynthia Strickland	11-8671	Watercolor Class Refund		50.00
3005-181843	08/04/2020	Dell Mallan	11-8671	Eat		90.00
3005-181844	08/04/2020	Dori Moura	11-8671	Health/Hydrotherapy/iPhone/Smartphone		35.00
3005-181845	08/04/2020	Elisabeth Jorgensen	11-8671	Digital Photography 1 Class Refund		125.00
3005-181846	08/04/2020	Hannah Beadles	11-8671	Unshakable Confidence/Watercolor Class Refunds		50.00
3005-181847	08/04/2020	Irma Campos	11-8671	Watercolor Class Refund		20.00
3005-181848	08/04/2020	Jeannie Mattos	11-8671	iPhone/Smartphone 1 Class Refund		20.00
3005-181849	08/04/2020	Karie Chittenden	11-8671	Digital Photography 1 & 2 Class Refund		70.00
3005-181850	08/04/2020	Kristofer Hotvedt	11-8671	Digital Photography 1 & 2 Class Refund		75.00
3005-181851	08/04/2020	Lisa Sannar	11-8671	Unshakable Confidence Class Refund		60.00
3005-181852	08/04/2020	Mark Brown	11-8671	iPhone/Smartphone 1,2,3 Class Refund		70.00
3005-181853	08/04/2020	Melissa Groze	11-8671	Digital Photography 1 & 2 Class Refund		60.00
3005-181854	08/04/2020	Merlie Gilley	11-8671	MS Office Class Refund		75.00
3005-181855	08/04/2020	Nadine Finkes	11-8671	Quilting Class Refund		75.00
3005-181856	08/04/2020	Nancy McGhee	11-8671	Quilting Class Refund		20.00
3005-181857	08/04/2020	Nancy Merrill	11-8671	iPhone/Smartphone 1 Class Refund		50.00
3005-181858	08/04/2020	Phyllis Sherer	11-8671	Watercolor Class Refund		40.00
3005-181859	08/04/2020	Rebecca Novak	11-8671	iPhone/Smartphone 1 & 2 Class Refund		60.00
3005-181860	08/04/2020	RICHARD HALE	25-8681	Comp for Beg 2 Class Refund		4,764.48
3005-181861	08/04/2020	Sandi Roberts	11-8671	REFUND DEV FEE/ CANCELLED PERMIT		20.00
3005-181862	08/04/2020	Shaylee Franks	11-8671	iPhone/Smartphone 1 Class Refund		50.00
3005-181863	08/04/2020	Staci Chiatovich	11-8671	Watercolor Class Refund		75.00
3005-181864	08/04/2020	Tess Hennessy	11-8671	Quilting Class Refund		60.00
3005-181865	08/04/2020	Vickie Nicodemus	11-8671	MS Office Class Refund		75.00
3005-181866	08/04/2020	William Montgomery	11-8671	Quilting Class Refund		40.00
3005-181867	08/04/2020	Yuka Egan	11-8671	iPhone/Smartphone 1 & 2 Class Refund		60.00
The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.					Computers for Beginners 1 Class Refund	

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Checks Dated 08/04/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-181868	08/04/2020	AT&T	01-5900	06/24/20-07/23/20- #9391008278	21.89	
				6/24/20-07/23/20- #9391008279	21.82	
				6/24/20-07/23/20- #9391008280	21.84	
				6/24/20-07/23/20- #9391008281	21.83	
				6/24/20-07/23/20- #9391008282	1,076.82	
			11-5900	6/24/20-07/23/20- #9391008282	31.47	
				6/24/20-07/23/20- #9391047160	101.27	
			13-5900	6/24/20-07/23/20- #9391008282	16.42	1,313.36
3005-181869	08/04/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/ BILL	19.42	
				MAINT. SUPPLIES/ BRET	29.81	
				MAINT. SUPPLIES/ RUSSELL	105.78	
				MAINT. SUPPLIES/ SANTOS	97.72	252.73
3005-181870	08/04/2020	BLACKBOARD INC	01-5850	20/21 CONNECT SERVICE K-12		3,420.00
3005-181871	08/04/2020	CODESP	01-5800	20/21 SERVICE		2,200.00
3005-181872	08/04/2020	GOLD STAR FOODS	13-4700	FY2020 DOD STATE FEES		79.50
3005-181873	08/04/2020	GRAINGER INC	01-4300	MAINT. SUPPLIES		957.81
3005-181874	08/04/2020	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES- LP	151.50	
				CUSTODIAL SUPPLIES- OHS	55.75	207.25
3005-181875	08/04/2020	HOME DEPOT	01-4300	LP- MAINT/ BRET	607.34	
				LP- MAINT/ SANTOS	153.25	760.59
3005-181876	08/04/2020	MOORE EDUCATIONAL RESOURCES	01-4300	PROJECTOR BULB	582.38	
			01-4400	PROJECTOR BULB	1,879.87	2,462.25
3005-181877	08/04/2020	OUHSD SCHOLARSHIP FUND	73-5800	REIMB CK 1562-1568		4,925.00
3005-181878	08/04/2020	Sherwin Williams Co	01-4300	PAINT SUPPLIES- LP		2,756.48
3005-181879	08/04/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4200	2510- C.WILLINBERG/ AMAZON	168.80	
			01-4300	0215- S.SANDERS/ AMAZON	20.46	
				0950- D.RAMOS/ AMAZON	19.99	
				5501- T.DRURY/ BSN MASK	374.56	
				5996- C.TELLECHEA/ AMAZON	257.29	
				5996- C.TELLECHEA/ MICHAELS	20.90	
				5996- C.TELLECHEA/ VISTAPRINT	48.57	
				8808- J.LAGRONE/ AMAZON	33.84	
			01-5200	2945- A.EARLEY/ SHASTA COLLEGE	320.00	
			01-5620	8808- J.LAGRONE/ ERNIES UPHOLSTERY	160.00	1,424.41
Total Number of Checks					48	27,728.86

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Aug 6 2020
10:41AM

Checks Dated 08/04/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description	Check Count	Expensed Amount			
01	GeneralFund	10	15,605.72			
11	AdultEducationFund	36	2,337.74			
13	CafeteriaSpecialRevenueFund	2	95.92			
25	CapitalFacilitiesFund	1	4,764.48			
73	FoundationPrivPurposeTrustFu	1	4,925.00			
	Total Number of Checks	48	27,728.86			
	Less Unpaid Sales Tax Liability		.00			
	Net (Check Amount)		27,728.86			

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Aug 6 2020
10:41AM

Checks Dated 08/06/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-182054	08/06/2020	Burket, Scott A	01-4300	SCREENCASTIFY SUBSCRIPTION		29.00
3005-182055	08/06/2020	Ochs, Jeffrey M	11-4300	GATE AND MATERIALS STORAGE BINS	135.63 25.92	161.55
3005-182056	08/06/2020	Johnson, Jania L	01-4300	SCREENCASTIFY SUBSCRIPTION		29.00
3005-182057	08/06/2020	Shaffer, Marta	01-4300	POSTERS VISTA PRINT		82.84
3005-182058	08/06/2020	BUTTE ROOFING COMPANY	01-5640	DURA LAST ROOFING REPAIR		974.47
3005-182059	08/06/2020	DELL MARKETING LP	01-4300	MONITOR AND OPTI FLEX	294.42	
			01-4400	MONITOR AND OPTI FLEX	1,073.54	1,367.96
3005-182060	08/06/2020	NORCAL KENWORTH	01-4363	CHAMBER 3030 COMBO		76.34
3005-182061	08/06/2020	PACIFIC CREST ACTUARIES, LLC	01-5800	CONSULTING SERVICE		4,500.00
3005-182062	08/06/2020	PG&E	01-5501	06/18/20-07/16/20 BILLING #7241342564-5	12,308.72	
			11-5501	06/18/20-07/16/20 BILLING #7241342564-5	558.28	12,867.00
3005-182063	08/06/2020	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5900	POSTAGE REFILL 43810449		1,000.00
3005-182064	08/06/2020	RESERVE ACCOUNT	01-5900	PASTAGE REFILL 23836240		5,000.00
3005-182065	08/06/2020	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	SUPPLIES		872.50
3005-182066	08/06/2020	SOFTCHOICE CORPORATION	01-5850	E CERTIFICATE SERVCs		1,280.46
3005-182067	08/06/2020	US BANK	01-5800	GOBS ELECTION 2002 SERIES B		990.00
3005-182068	08/06/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	6989- K.SIMAS/ PRO-ED	1,237.56	
			01-5850	6989- K.SIMAS/ ZOOM	14.99	1,252.55
Total Number of Checks					15	30,483.67

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	14	29,763.84
11	AdultEducationFund	2	719.83
Total Number of Checks		15	30,483.67
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			30,483.67

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Fund 01 - General Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFF State Aid-Current Year	12,870,769.00	12,870,769.00	2,008,611.00	10,862,158.00	15.61
8012	Edu Protection Account State Aid Cur Yr	3,016,003.00	3,016,003.00	1,016,331.00	4,032,334.00	-33.70
8021	Homeowners' Exemptions	111,339.00	111,339.00		111,339.00	
8022	Timber Yield Tax	15,065.00	15,065.00		15,065.00	
8029	Other Subventions In Lieu Taxes	2,871.00	2,871.00		2,871.00	
8041	Secured Roll Taxes	7,262,263.00	7,262,263.00		7,262,263.00	
8042	Unsecured Roll Taxes	449,834.00	449,834.00		449,834.00	
8043	Prior Years Taxes	14,665.00	14,665.00		14,665.00	
8044	Supplemental Taxes	89,204.00	89,204.00		89,204.00	
8045	Educational Revenue Augmentation Fund	1,570,896.00	1,570,896.00		1,570,896.00	
8047	Community Redevelopment Funds	962,335.00	962,335.00		962,335.00	
8096	Trans 2 Chtr Schl In Lieu Of Prop Taxes	293,536.00	293,536.00		293,536.00	
	Total LCFF Revenue Sources	22,929,916.00	22,929,916.00	992,280.00	21,937,636.00	4.33
Federal Revenue						
8181	Special Education-Entitlement	388,269.00	388,269.00		388,269.00	
8290	All Other Federal Revenue	1,737,882.00	1,737,882.00		1,737,882.00	
	Total Federal Revenue	2,126,151.00	2,126,151.00	.00	2,126,151.00	
Other State Revenues						
8311	Other State Apportionments Curr Yr	763,406.00	763,406.00	35,783.00	727,623.00	4.69
8550	Mandated Cost Reimbursements	126,791.00	126,791.00		126,791.00	
8560	State Lottery Revenue	444,000.00	444,000.00		444,000.00	
8590	All Other State Revenue	2,361,599.00	2,361,599.00		2,361,599.00	
	Total Other State Revenues	3,695,796.00	3,695,796.00	35,783.00	3,660,013.00	0.97
Other Local Revenue						
8660	Interest	75,000.00	75,000.00		75,000.00	
8677	Interagency Srvcs Between LEAs	734,000.00	734,000.00		734,000.00	
8699	All Other Local Revenue	170,511.00	170,511.00		170,511.00	
8792	Transfr Apportionment From Cnty Offices	487,652.00	487,652.00		487,652.00	
	Total Other Local Revenue	1,467,163.00	1,467,163.00	.00	1,467,163.00	
	Total Year To Date Revenues	30,219,026.00	30,219,026.00	1,028,063.00	29,190,963.00	3.40
Expenditure Detail						
Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 01 - General Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Certificated Salaries							
1100	Certificated Teachers Salaries	8,527,348.00	8,527,348.00	8,178,174.73		349,173.27	
1101	Teacher Sub Pay	242,615.00	242,615.00			242,615.00	
1102	Teacher Extra Pay	172,213.00	172,213.00		1,210.11	171,002.89	0.70
1200	Certificated Pupil Support Salaries	914,014.00	914,014.00	900,859.63	13,155.16	.79-	1.44
1202	Pupil Support Extra Pay	12,500.00	12,500.00		8,218.34	4,281.66	65.75
1300	Certificated Supervisor Administrative Salary	1,174,000.00	1,174,000.00	1,089,071.50	84,929.93	1,43-	7.23
1302	Cert Admin Extra Pay	46,455.00	46,455.00			46,455.00	
1900	Other Certificated Salaries	70,113.00	70,113.00	70,113.23		.23-	
1902	Other Certificated Extra Pay	271,290.00	271,290.00			271,290.00	
Total Certificated Salaries		11,430,548.00	11,430,548.00	10,238,219.09	107,513.54	1,084,815.37	0.94
Classified Salaries							
2100	Classified Instructional Salary	1,095,561.00	1,095,561.00	956,340.83	34,582.22	104,637.95	3.16
2101	Para Ed Sub Pay	31,302.00	31,302.00			31,302.00	
2102	Para Ed Extra Pay	7,000.00	7,000.00			7,000.00	
2200	Classified Support Salaries	1,789,922.00	1,789,922.00	1,565,350.67	126,738.31	97,833.02	7.08
2201	Class Support Sub Pay	119,000.00	119,000.00			119,000.00	
2202	Class Support Extra Pay	80,962.00	80,962.00			80,962.00	
2300	Class Supervisor Administrative Salary	315,844.00	315,844.00	289,523.74	26,320.34	.08-	8.33
2400	Clerical Technical Office Staff Salary	1,315,818.00	1,315,818.00	1,180,670.02	73,549.06	61,598.92	5.59
2401	Clerical Sub Pay	6,000.00	6,000.00		496.95	5,503.05	8.28
2402	Clerical Extra Pay	14,000.00	14,000.00		2,416.95	11,583.05	17.26
2900	Other Classified Salaries	43,034.00	43,034.00	1,925.00	2,375.00	38,734.00	5.52
2902	Other Classified Extra Pay	4,000.00	4,000.00			4,000.00	
Total Classified Salaries		4,822,443.00	4,822,443.00	3,993,810.26	266,478.83	562,153.91	5.53
Employee Benefits							
3101	STRS Certificated Positions	2,854,466.00	2,854,466.00	1,622,616.27	16,993.94	1,214,855.79	0.60
3102	STRS Classified Positions	10,837.00	10,837.00	4,225.98		6,611.02	
3201	PERS Certificated Positions	16,211.00	16,211.00	26,553.12		10,342.12-	
3202	PERS Classified Positions	894,769.00	894,769.00	792,348.08	37,736.77	64,684.15	4.22
3301	OASDI Medicare Alternative Certificated Positions	5,210.00	5,210.00	7,865.94		2,655.94-	
3302	OASDI Medicare Alternative Classified Positions	285,165.00	285,165.00	236,256.21	15,954.97	32,953.82	5.59
3311	Medicare Certificated	162,088.00	162,088.00	146,143.73	1,513.08	14,431.19	0.93
3312	Medicare Classified	67,929.00	67,929.00	55,976.62	3,787.27	8,165.11	5.58
3401	Health Welfare Benefits Certificated Positions	2,813,900.00	2,813,900.00	2,691,070.69	13,941.23	108,888.08	0.50
3402	Health Welfare Benefits Classified Positions	1,352,647.00	1,352,647.00	1,155,018.61	46,130.39	151,498.00	3.41

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

ESCAPE ONLINE
Page 2 of 26

Fund 01 - General Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3501	StUnemplmntInsurmcCertPositns	10,666.00	10,666.00	5,063.30	52.67	5,550.03	0.49
3502	StUnemplmntInsurmcClassifdPos	2,346.00	2,346.00	1,933.38	130.90	281.72	5.58
3601	WCInsuranceCertificatdPositns	274,081.00	274,081.00	267,410.99	2,808.14	3,861.87	1.02
3602	WCCompensnInsurmcClassPositn	115,646.00	115,646.00	104,314.43	6,960.20	4,371.37	6.02
3701	OPEBAlocatedCertificatdPositn	409,761.00	409,761.00	369,600.77	4,773.81	35,386.42	1.17
3702	OPEBAlocatedClassifiedPositn	176,292.00	176,292.00	144,176.79	12,020.11	20,095.10	6.82
	Total Employee Benefits	9,452,014.00	9,452,014.00	7,630,574.91	162,803.48	1,658,635.61	1.72
Books and Supplies							
4100	ApprvdTxbkCorCurriculaMterl	121,000.00	121,000.00		1,955.16	119,044.84	1.62
4200	BooksandOtherReferenceMaterial	2,500.00	2,500.00	4,573.02	10,382.68	12,455.70-	415.31
4300	MaterialsandSupplies	1,537,869.00	1,537,869.00	301,696.79	34,556.76	1,201,615.45	2.25
4360	TransportationGenSupplies	20,000.00	20,000.00	37.10	545.42	19,417.48	2.73
4361	TransportationFuel	110,000.00	110,000.00			110,000.00	
4362	TransportationOilGrease	6,000.00	6,000.00			6,000.00	
4363	TransportationParts	54,000.00	54,000.00		1,014.72	52,985.28	1.88
4364	TransportationTires	15,000.00	15,000.00			15,000.00	
4400	NoncapitalizedEquipment	7,590.00	7,590.00	275,645.40	4,554.10	272,609.50-	60.00
	Total Books and Supplies	1,873,959.00	1,873,959.00	581,952.31	53,008.84	1,238,997.85	2.83
Services and Other Operating Expenditures							
5200	TravelandConferences	300,786.00	300,786.00	10,009.50	5,145.00	285,631.50	1.71
5300	DuesandMemberships	26,200.00	26,200.00	10,707.38	15,031.00	461.62	57.37
5450	OtherInsurance	438,000.00	438,000.00		479,358.00	41,358.00-	109.44
5501	GasElectricity	439,909.00	439,909.00		12,730.57	427,178.43	2.89
5502	PestControl	6,400.00	6,400.00			6,400.00	
5503	SewerFees	63,000.00	63,000.00			63,000.00	
5505	Water	67,000.00	67,000.00	62,298.98	6,920.79	2,219.77-	10.33
5506	WasteDisposal	57,200.00	57,200.00	56,700.00		500.00	
5601	FacilitiesRent	6,000.00	6,000.00			6,000.00	
5602	CopierPostageMeterRents	47,800.00	47,800.00	63,222.25	584.42	16,006.67-	1.22
5603	CopierMaintenance	32,305.00	32,305.00	17,011.05		15,293.95	
5620	EquipmentRentalsAndRepairs	124,000.00	124,000.00	64,787.46	1,192.00	58,020.54	0.96
5630	ComputerMaintenanceRepairs	21,000.00	21,000.00			21,000.00	
5640	BuildingAndSiteRepairs	230,000.00	230,000.00	7,463.00	26,400.47	196,136.53	11.48
5750	TransfersDirectCostsInterfund	20,000.00-	20,000.00-			20,000.00-	
5800	ProfConsultingSrvcsandOperExpnd	720,393.00	720,393.00	247,371.34	16,395.25	456,626.41	2.28

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R,

Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 01 - General Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5801	LegalFees	100,000.00	100,000.00			100,000.00	
5802	ElectionFees	31,000.00	31,000.00			31,000.00	
5804	PreEmploymentTesting	11,000.00	11,000.00			11,000.00	
5806	Advertising	1,000.00	1,000.00			1,000.00	
5850	SoftwareMaintenanceAndLicences	193,800.00	193,800.00	80,382.56	102,635.39	10,782.05	52.96
5900	Communications	33,250.00	33,250.00	8,398.61	7,926.59	16,924.80	23.84
	Total Services and Other Operating Expenditures	2,930,043.00	2,930,043.00	628,352.13	674,319.48	1,627,371.39	23.01
Capital Outlay							
6400	Equipment	130,326.00	130,326.00	861,357.95		731,031.95-	
	Total Capital Outlay	130,326.00	130,326.00	861,357.95	.00	731,031.95-	
Tuition							
7142	OthruuItExcsCstsDfctPy2CntyOff	733,284.00	733,284.00		19,879.00	713,405.00	2.71
	Total Tuition	733,284.00	733,284.00	.00	19,879.00	713,405.00	2.71
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund						
	Total Transfers of Indirect/direct support costs	77,639.00-	77,639.00-	.00	.00	77,639.00-	
Debt Service							
7439	OtherDebtService-Principal	294,737.00	294,737.00			294,737.00	
	Total Debt Service	294,737.00	294,737.00	.00	.00	294,737.00	
	Total Year To Date Expenditures	31,589,715.00	31,589,715.00	23,934,266.65	1,284,003.17	6,371,445.18	4.06
Other Financing Sources							
Other Financing Sources							
8919	OthrAuthorizdIntrFundTrnsfrsIn	16,000.00	16,000.00			16,000.00	
	Total Other Financing Sources	16,000.00	16,000.00	.00	.00	16,000.00	
	Total Year To Date Other Financing Sources	16,000.00	16,000.00	.00	.00	16,000.00	
Other Financing Uses							
Interfund Transfers Out							
7616	FromGenFundToCaferFund	224,078.00	224,078.00			224,078.00	
	Total Interfund Transfers Out	224,078.00	224,078.00	.00	.00	224,078.00	

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 01 - General Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Other Financing Uses (continued)							
	Total Interfund Transfers Out	224,078.00	224,078.00	.00	.00	224,078.00	
	Total Year To Date Other Financing Uses	224,078.00	224,078.00	.00	.00	224,078.00	

Fund 01 - GeneralFund

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	30,219,026.00	30,219,026.00		1,028,063.00	29,190,963.00	3.40
B. Expenditures	31,589,715.00	31,589,715.00	23,934,266.65	1,284,003.17	6,371,445.18	4.06
C. Subtotal (Revenue LESS Expense)	1,370,689.00-	1,370,689.00-		255,940.17-	22,819,517.82	
D. Other Financing Sources and Uses	16,000.00	16,000.00			16,000.00	
Sources	224,078.00	224,078.00			224,078.00	
LESS Uses						
E. Net Change in Fund Balance	1,578,767.00-	1,578,767.00-		255,940.17-	22,611,439.82	
F. Fund Balance:						
Beginning Balance (9791)	5,190,001.00	5,190,001.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	5,190,001.00	5,190,001.00		.00		
G. Calculated Ending Balance	3,611,234.00	3,611,234.00		255,940.17-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	3,611,234.00	3,611,234.00				
Other				23,934,266.65		

Fund 11 - Adult Education Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8290	All Other Federal Revenue	138,550.00	138,550.00		138,550.00	
	Total Federal Revenue	138,550.00	138,550.00	.00	138,550.00	
Other State Revenues						
8590	All Other State Revenue	.00	.00	39,131.00	39,131.00-	NO BDGT
	Total Other State Revenues	.00	.00	39,131.00	39,131.00-	NO BDGT
Other Local Revenue						
8660	Interest	15,341.00	15,341.00		15,341.00	
8671	Adult Education Fees	218,506.00	218,506.00	4,010.00-	222,516.00	-1.84
8677	Interagency Svcs Between LEAs	1,044,387.00	1,044,387.00		1,044,387.00	
8699	All Other Local Revenue	42,934.00	42,934.00	142.17	42,791.83	0.33
	Total Other Local Revenue	1,321,168.00	1,321,168.00	3,867.83-	1,325,035.83	-0.29
	Total Year To Date Revenues	1,459,718.00	1,459,718.00	35,263.17	1,424,454.83	2.42

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	358,188.00	358,188.00	545.25	4,137.06	353,505.69	1.15
1101	Teacher Sub Pay	2,250.00	2,250.00			2,250.00	
1300	Crtificd Suprvsr Admrnstrtr Slry	64,816.00	64,816.00	59,414.63	5,401.33	.04	8.33
	Total Certificated Salaries	425,254.00	425,254.00	59,959.88	9,538.39	355,755.73	2.24
Classified Salaries							
2100	Classified Instructional Salary	46,435.00	46,435.00	46,434.74		.26	
2102	Para Ed Extra Pay	150.00	150.00			150.00	
2200	Classified Support Salaries	32,262.00	32,262.00	29,573.06	2,688.46	.48	8.33
2201	Class Support Sub Pay	3,100.00	3,100.00			3,100.00	
2400	Clerical Technicl Offic Staff Slrys	177,312.00	177,312.00	166,321.65	10,990.40	.05-	6.20
2900	Other Classified Salaries	9,856.00	9,856.00			9,856.00	
	Total Classified Salaries	269,115.00	269,115.00	242,329.45	13,678.86	13,106.69	5.08
Employee Benefits							
3101	STRSCertificated Positions	68,269.00	68,269.00	9,603.82	1,533.21	57,131.97	2.25
3102	STRSClassified Positions	1,592.00	1,592.00			1,592.00	
3202	PERSClassified Positions	53,199.00	53,199.00	49,699.54	2,826.81	672.65	5.31
3301	OASDI Medcr Altrntv Certfc Positns	140.00	140.00			140.00	

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

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Fund 11 - Adult Education Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3302	OASDI/Medical/Interventive Class Position	16,276.00	16,276.00	14,638.69	824.64	812.67	5.07
3311	Medicare/Certified	6,166.00	6,166.00	869.42	138.31	5,158.27	2.24
3312	Medicare/Certified	3,806.00	3,806.00	3,423.53	192.86	189.61	5.07
3401	Health/Welfare/Benefits/Certified Position	149,702.00	149,702.00	131,304.09	417.12	17,980.79	0.28
3402	Health/Welfare/Benefits/Certified Position	82,065.00	82,065.00	78,117.62	3,946.92	.46	4.81
3501	State Unemployment Insurance/Certified Position	212.00	212.00	30.00	4.77	177.23	2.25
3502	State Unemployment Insurance/Certified Position	131.00	131.00	117.92	6.64	6.44	5.07
3601	Workers' Compensation/Certified Position	10,198.00	10,198.00	1,566.08	249.14	8,382.78	2.44
3602	Workers' Compensation/Certified Position	6,454.00	6,454.00	6,329.51	357.30	232.81-	5.54
3701	Other Personnel/Certified Position	15,352.00	15,352.00	2,164.48	393.48	12,794.04	2.56
3702	Other Personnel/Certified Position	9,716.00	9,716.00	8,748.08	618.28	349.64	6.36
Total Employee Benefits		423,278.00	423,278.00	306,612.78	11,509.48	105,155.74	2.72
Books and Supplies							
4300	Materials and Supplies	8,000.00	8,000.00	1,440.61	251.78	6,307.61	3.15
Total Books and Supplies		8,000.00	8,000.00	1,440.61	251.78	6,307.61	3.15
Services and Other Operating Expenditures							
5300	Dues and Memberships	2,260.00	2,260.00	1,648.50		611.50	
5501	Gas/Electricity	23,935.00	23,935.00		558.28	23,376.72	2.33
5502	Pest Control	700.00	700.00			700.00	
5503	Sewer Fees	1,400.00	1,400.00			1,400.00	
5505	Water	6,000.00	6,000.00	3,500.00		2,500.00	
5506	Waste Disposal	3,000.00	3,000.00	2,500.00		500.00	
5601	Facilities Rent	42,000.00	42,000.00	38,500.00	3,500.00		8.33
5602	Copier/Postage/Meter/Rents	1,000.00	1,000.00	5,128.63	47.90	4,176.53-	4.79
5603	Copier Maintenance	9,500.00	9,500.00	5,118.07		4,381.93	
5620	Equipment/Rentals/And Repairs	950.00	950.00			950.00	
5640	Building/And Site Repairs			8,684.00		8,684.00-	NO BDGT
5750	Transfers/Direct Costs/Interfund	19,000.00	19,000.00			19,000.00	
5800	Professional Consulting Services/And Other Expend	105,000.00	105,000.00	396.00	132.00	104,472.00	0.13
5804	Pre-Employment Testing	9,500.00	9,500.00			9,500.00	
5806	Advertising	30,000.00	30,000.00			30,000.00	
5850	Software/Maintenance/And Licenses	16,000.00	16,000.00		612.24	15,387.76	3.83
5900	Communications	36,000.00	36,000.00	8,652.34	1,877.98	25,469.68	5.22
Total Services and Other Operating Expenditures		306,245.00	306,245.00	74,127.54	6,728.40	225,389.06	2.20
Transfers of Indirect/direct support costs							

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R,

Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 11 - Adult Education Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Transfers of Indirect/direct support costs (continued)							
7350	TransIndirectCostsInterfund	40,367.00	40,367.00			40,367.00	
	Total Transfers of Indirect/direct support costs	40,367.00	40,367.00	.00	.00	40,367.00	
	Total Year To Date Expenditures	1,472,259.00	1,472,259.00	684,470.26	41,706.91	746,081.83	2.83

Fund 11 - Adult Education Fund

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,459,718.00	1,459,718.00		35,263.17	1,424,454.83	2.42
B. Expenditures	1,472,259.00	1,472,259.00	684,470.26	41,706.91	746,081.83	2.83
C. Subtotal (Revenue LESS Expense)	12,541.00-	12,541.00-		6,443.74-	678,373.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	12,541.00-	12,541.00-		6,443.74-	678,373.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	624,723.00	624,723.00				
Other Restatements (9795)						
Adjusted Beginning Balance	624,723.00	624,723.00		.00		
G. Calculated Ending Balance	612,182.00	612,182.00		6,443.74-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)	612,182.00	612,182.00				
Other				684,470.26		

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd
Revenue Detail						
Federal Revenue						
8220	ChildNutritionPrograms	955,000.00	955,000.00		955,000.00	
	Total Federal Revenue	955,000.00	955,000.00	.00	955,000.00	
Other State Revenues						
8520	ChildNutrition	85,000.00	85,000.00		85,000.00	
	Total Other State Revenues	85,000.00	85,000.00	.00	85,000.00	
Other Local Revenue						
8634	FoodServiceSales	26,000.00	26,000.00		26,000.00	
8660	Interest	1,000.00-	1,000.00-		1,000.00-	
	Total Other Local Revenue	25,000.00	25,000.00	.00	25,000.00	
	Total Year To Date Revenues	1,065,000.00	1,065,000.00	.00	1,065,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Classified Salaries							
2200	ClassifiedSupportSalaries	280,038.00	280,038.00	269,651.58		10,386.42	
2201	ClassSupportSubPay	27,400.00	27,400.00			27,400.00	
2202	ClassSupportExtraPay	8,600.00	8,600.00			8,600.00	
2300	ClassSupvrisAdministratorsSlry	62,597.00	62,597.00	62,596.82		.18	
2400	ClericlTechniclOfficStaffSlrys	17,728.00	17,728.00		498.77	17,229.23	2.81
	Total Classified Salaries	396,363.00	396,363.00	332,248.40	498.77	63,615.83	0.13
Employee Benefits							
3202	PERSClassifiedPositions	65,375.00	65,375.00	61,706.56		3,668.44	
3302	OASDMedicrAltrmtvClasPosition	23,989.00	23,989.00	20,014.06	30.92	3,944.02	0.13
3312	MedicareClassified	5,611.00	5,611.00	4,680.81	7.23	922.96	0.13
3402	HlthWlfarBenefitClasfildPositn	98,750.00	98,750.00	98,750.16		.16-	
3502	StUnemplymntInsurncClasfildPos	192.00	192.00	161.39	.25	30.36	0.13
3602	WCCompenstnInsurnceClassPositn	9,504.00	9,504.00	8,677.97	13.03	813.00	0.14
3702	OPEBAllocatedClassifiedPositn	14,309.00	14,309.00	11,994.22	22.54	2,292.24	0.16
	Total Employee Benefits	217,730.00	217,730.00	205,985.17	73.97	11,670.86	0.03
Books and Supplies							
4300	MaterialsandSupplies	50,000.00	50,000.00	10,000.00		40,000.00	
4400	NoncapitalizedEquipment			10,125.06		10,125.06-	NO BDGT
4700	Food	564,000.00	564,000.00	257,000.00		307,000.00	

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Total Books and Supplies		614,000.00	614,000.00	277,125.06	.00	336,874.94	
Services and Other Operating Expenditures							
5200	TravelandConferences	500.00	500.00			500.00	
5300	DuesandMemberships	500.00	500.00		151.27	348.73	30.25
5620	EquipmentRentalsAndRepairs				595.00	595.00-	NO BDGT
5640	BuildingAndSiteRepairs				750.00	750.00-	NO BDGT
5750	TransfersDirectCostsInterfund	1,000.00	1,000.00			1,000.00	
5800	ProfConsultingSrvcsandOperExpnd	3,000.00	3,000.00		2,534.00	466.00	84.47
5804	PreEmploymentTesting	1,700.00	1,700.00			1,700.00	
5850	SoftwareMaintenanceAndLicences	5,900.00	5,900.00			5,900.00	
5900	Communications	500.00	500.00		16.42	483.58	3.28
Total Services and Other Operating Expenditures		13,100.00	13,100.00	.00	4,046.69	9,053.31	30.89
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	37,272.00	37,272.00			37,272.00	
Total Transfers of Indirect/direct support costs		37,272.00	37,272.00	.00	.00	37,272.00	
Total Year To Date Expenditures		1,278,465.00	1,278,465.00	815,358.63	4,619.43	458,486.94	0.36
Other Financing Sources							
Other Financing Sources		Adopted Budget		Revised Budget		Actual	
8916	ToCafeFundFromGenFund	224,078.00	224,078.00			224,078.00	
Total Other Financing Sources		224,078.00	224,078.00		.00	224,078.00	
Total Year To Date Other Financing Sources		224,078.00	224,078.00		.00	224,078.00	

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,065,000.00	1,065,000.00			1,065,000.00	
B. Expenditures	1,278,465.00	1,278,465.00	815,358.63	4,619.43	458,486.94	0.36
C. Subtotal (Revenue LESS Expense)	213,465.00-	213,465.00-		4,619.43-	606,513.06	
D. Other Financing Sources and Uses	224,078.00	224,078.00			224,078.00	
LESS Uses						
E. Net Change in Fund Balance	10,613.00	10,613.00		4,619.43-	830,591.06	
F. Fund Balance:						
Beginning Balance (9791)	31,845.00	31,845.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	31,845.00	31,845.00		.00		
G. Calculated Ending Balance	42,458.00	42,458.00		4,619.43-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	42,458.00	42,458.00				
Other				815,358.63		

Fund 25 - Capital Facilities Fund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd	%
Revenue Detail							
Other Local Revenue							
8660	Interest	7,000.00	7,000.00		7,000.00		
8681	Mitigation/Developer Fees	200,000.00	200,000.00	8,050.98-	208,050.98		-4.03
	Total Other Local Revenue	207,000.00	207,000.00	8,050.98-	215,050.98		-3.89
	Total Year To Date Revenues	207,000.00	207,000.00	8,050.98-	215,050.98		-3.89
Other Financing Uses							
Interfund Transfers Out							
7619	OthrAuthrizdInterFndTrnsfrsOut	16,000.00	16,000.00		16,000.00		
	Total Interfund Transfers Out	16,000.00	16,000.00	.00	16,000.00		
	Total Year To Date Other Financing Uses	16,000.00	16,000.00	.00	16,000.00		

Fund 25 - Capital Facilities Fund

Fiscal Year 2020/21 Through August 2020

Revenues, Expenditures, and Changes in Fund Balance		Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues		207,000.00	207,000.00		8,050.98-	215,050.98	-3.89
B. Expenditures							
C. Subtotal (Revenue LESS Expense)		207,000.00	207,000.00		8,050.98-	215,050.98	
D. Other Financing Sources and Uses							
Sources							
LESS Uses		16,000.00	16,000.00			16,000.00	
E. Net Change in Fund Balance		191,000.00	191,000.00		8,050.98-	199,050.98	
F. Fund Balance:							
Beginning Balance (9791)							
Audit Adjustments (9793)		664,029.00	664,029.00				
Other Restatements (9795)							
Adjusted Beginning Balance		664,029.00	664,029.00		.00		
G. Calculated Ending Balance		855,029.00	855,029.00		8,050.98-		
*Components of Ending Fund Balance							
Legally Restricted (9740)							
Other Designations (9780)							
Undesign/Unappropri (9790)		855,029.00	855,029.00				
Other							

Fund 26 - RDAFeesFund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRdvlpmntFndNotSubjct2LCFFDd	117,000.00	117,000.00		117,000.00	
8660	Interest	7,000.00	7,000.00		7,000.00	
	Total Other Local Revenue	124,000.00	124,000.00	.00	124,000.00	
	Total Year To Date Revenues	124,000.00	124,000.00	.00	124,000.00	

Fund 26 - RDAFeesFund

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	124,000.00	124,000.00			124,000.00	
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	124,000.00	124,000.00		.00	124,000.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	124,000.00	124,000.00		.00	124,000.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	642,849.00	642,849.00				
Other Restatements (9795)						
Adjusted Beginning Balance	642,849.00	642,849.00		.00		
G. Calculated Ending Balance	766,849.00	766,849.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	766,849.00	766,849.00				
Other						

Fund 51 - BndIntRdmpntFndA

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VtdIndbtddnesLeviHmownrExmpln	4,000.00	4,000.00		4,000.00	
8572	VtdIndbtddnesLevOtrSbvntnshLuTx	2,000.00	2,000.00		2,000.00	
	Total Other State Revenues	6,000.00	6,000.00	.00	6,000.00	
Other Local Revenue						
8611	VotedIndebtdndssLevieSecurdRol	387,000.00	387,000.00		387,000.00	
8612	VtdIndebtdndnesLevieUnscurdRol	26,000.00	26,000.00		26,000.00	
8613	VtdIndebtdndnesLeviePrYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VtdIndbtddndssLevieSuplmtntTaxe	6,000.00	6,000.00		6,000.00	
8660	Interest	7,000.00	7,000.00		7,000.00	
	Total Other Local Revenue	427,000.00	427,000.00	.00	427,000.00	
	Total Year To Date Revenues	433,000.00	433,000.00	.00	433,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	% Used
Expenditure Detail						
Debt Service						
7433	BondRedemptions	205,865.00	205,865.00			205,865.00
7434	BondInterestOtherServiceCharge	294,135.00	294,135.00			294,135.00
	Total Debt Service	500,000.00	500,000.00	.00	.00	500,000.00
	Total Year To Date Expenditures	500,000.00	500,000.00	.00	.00	500,000.00

Fund 51 - BndIntRdmpfFndA

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	433,000.00	433,000.00			433,000.00	
B. Expenditures	500,000.00	500,000.00			500,000.00	
C. Subtotal (Revenue LESS Expense)	67,000.00-	67,000.00-			67,000.00-	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	67,000.00-	67,000.00-		.00	67,000.00-	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	829,290.00	829,290.00				
Other Restatements (9795)						
Adjusted Beginning Balance	829,290.00	829,290.00		.00		
G. Calculated Ending Balance	762,290.00	762,290.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	762,290.00	762,290.00				
Other						

Fund 52 - BndIntRdmptFndB

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLeviHmownrExmptn	3,000.00	3,000.00		3,000.00	
8572	VotdIndbtdnesLeviOtrSbvnthslnLuTx	1,000.00	1,000.00		1,000.00	
	Total Other State Revenues	4,000.00	4,000.00	.00	4,000.00	
Other Local Revenue						
8611	VotdIndbtdnesLevieSecurdRol	282,000.00	282,000.00		282,000.00	
8612	VotdIndbtdnesLevieUnscurdRol	19,000.00	19,000.00		19,000.00	
8613	VotdIndbtdnesLeviePriYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtdnesLevieSuplmtntTaxe	4,000.00	4,000.00		4,000.00	
8660	Interest	5,000.00	5,000.00		5,000.00	
	Total Other Local Revenue	311,000.00	311,000.00	.00	311,000.00	
	Total Year To Date Revenues	315,000.00	315,000.00	.00	315,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	143,142.00	143,142.00			143,142.00	
7434	BondInterestOtherServiceCharge	226,858.00	226,858.00			226,858.00	
	Total Debt Service	370,000.00	370,000.00	.00	.00	370,000.00	
	Total Year To Date Expenditures	370,000.00	370,000.00	.00	.00	370,000.00	

Fund 52 - BndIntRdmpFndB

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	315,000.00	315,000.00			315,000.00	
B. Expenditures	370,000.00	370,000.00			370,000.00	
C. Subtotal (Revenue LESS Expense)	55,000.00-	55,000.00-		.00	55,000.00-	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	55,000.00-	55,000.00-		.00	55,000.00-	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	601,425.00	601,425.00				
Other Restatements (9795)						
Adjusted Beginning Balance	601,425.00	601,425.00		.00		
G. Calculated Ending Balance	546,425.00	546,425.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	546,425.00	546,425.00				
Other						

Fund 53 - BndIntRdmpntEndHarrison

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtndnesLeviHmownrExmptn	10,000.00	10,000.00		10,000.00	
8572	VtdIndbtndnesLevOtrSbvtntnsInLuTx	3,000.00	3,000.00		3,000.00	
	Total Other State Revenues	13,000.00	13,000.00	.00	13,000.00	
Other Local Revenue						
8611	VotedIndebtednssLevieSecurdRol	770,000.00	770,000.00		770,000.00	
8612	VotdIndebtednesLevieUnscurdRol	52,000.00	52,000.00		52,000.00	
8613	VotdIndebtednesLeviePriYrTaxes	2,000.00	2,000.00		2,000.00	
8614	VotdIndbtndnssLevieSuplrmntTaxe	11,000.00	11,000.00		11,000.00	
8660	Interest	12,000.00	12,000.00		12,000.00	
	Total Other Local Revenue	847,000.00	847,000.00	.00	847,000.00	
	Total Year To Date Revenues	860,000.00	860,000.00	.00	860,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	% Used
Expenditure Detail						
Debt Service						
7433	BondRedemptions	801,474.00	801,474.00		801,474.00	
7434	BondInterestOtherServiceCharge	140,137.00	140,137.00		140,137.00	
	Total Debt Service	941,611.00	941,611.00	.00	941,611.00	
	Total Year To Date Expenditures	941,611.00	941,611.00	.00	941,611.00	

Fund 53 - BndIntRdmpmtFndHarrison

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	860,000.00	860,000.00			860,000.00	
B. Expenditures	941,611.00	941,611.00			941,611.00	
C. Subtotal (Revenue LESS Expense)	81,611.00-	81,611.00-			81,611.00-	
D. Other Financing Sources and Uses						
Sources				.00		
LESS Uses						
E. Net Change in Fund Balance	81,611.00-	81,611.00-		.00	81,611.00-	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	1,529,353.00	1,529,353.00				
Other Restatements (9795)						
Adjusted Beginning Balance	1,529,353.00	1,529,353.00		.00		
G. Calculated Ending Balance	1,447,742.00	1,447,742.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,447,742.00	1,447,742.00				
Other						

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2020/21 Through August 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd	%
Revenue Detail							
Other Local Revenue							
8660	Interest	21,000.00	21,000.00		21,000.00		
8699	All Other Local Revenue	34,000.00	34,000.00		34,000.00		
	Total Other Local Revenue	55,000.00	55,000.00	.00	55,000.00		
	Total Year To Date Revenues	55,000.00	55,000.00	.00	55,000.00		
Expenditure Detail							
Services and Other Operating Expenditures							
5800	Prof Consulting Svcs and Oper Expnd	55,000.00	55,000.00	4,925.00	50,075.00		8.95
	Total Services and Other Operating Expenditures	55,000.00	55,000.00	4,925.00	50,075.00		8.95
	Total Year To Date Expenditures	55,000.00	55,000.00	4,925.00	50,075.00		8.95

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	55,000.00	55,000.00			55,000.00	
B. Expenditures	55,000.00	55,000.00		4,925.00	50,075.00	8.95
C. Subtotal (Revenue LESS Expense)				4,925.00-	4,925.00	
D. Other Financing Sources and Uses						
Sources	.00	.00				
LESS Uses						
E. Net Change in Fund Balance	.00	.00		4,925.00-	4,925.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	1,488,965.00	1,488,965.00				
Other Restatements (9795)						
Adjusted Beginning Balance	1,488,965.00	1,488,965.00		.00		
G. Calculated Ending Balance	1,488,965.00	1,488,965.00		4,925.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,488,965.00	1,488,965.00				
Other						

Fund 76 - Warrant/Pass-ThroughFund

Fiscal Year 2020/21 Through August 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues						
B. Expenditures						
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance						
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance						
G. Calculated Ending Balance						
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)						
Other						

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: August 10, 2020
SUBJECT: Acceptance of Donations to the Hall of Fame

The district is seeking board approval to accept donations from the following individual or business sponsors:

Operating Fund

Nancy Negri	\$100
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Scholarship Fund

Al Hottinger	\$227.28
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BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

**ALLOCATION AGREEMENT
FOR
CALIFORNIA ADULT EDUCATION PROGRAM**

This Allocation Agreement ("Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of its Career and Technical Education Department ("District") and **Oroville Union High School District** ("Consortium Member"), for the Consortium Member to perform the work which is more particularly set forth in this Agreement and in the Exhibits attached hereto and incorporated into this Agreement by this reference.

RECITALS

WHEREAS, the District has been awarded funds under the AB104 California Adult Education Program Regional Consortia Allocation from the California Community Colleges Chancellor's Office ("Sponsor"), for the purpose of implementing the program entitled California Adult Education Program (CAEP) Program established by Education Code Sections 84900 ("Program").

WHEREAS, the Butte-Glenn Adult Education Consortium ("BGAE Consortium") has been approved by the California Community Colleges Chancellor's Office for the Butte-Glenn region.

WHEREAS, Consortium Member is a community college district, school district, or county office of education, located within the geographical boundaries of the District, and agrees to participate in the BGAE Consortium in accordance with the rules and procedures as approved by Sponsor and set forth in the BGAE Consortium's Consortia Report on Governance Compliance of Rules and Procedures;

WHEREAS, the District has been designated to serve as the BGAE Consortium Fund Administrator to receive and distribute funds for the Program; and

WHEREAS, the BGAE Consortium has approved a Consortium Fiscal Administration Declaration (CFAD) and subsequent Amendment that includes the amount of funds to be distributed to each member of the BGAE Consortium by fiscal year and an Annual Plan that references the BGAE Consortium's key accomplishments, goals, and strategies.

NOW, THEREFORE, the parties mutually agree as follows:

1. **STATEMENT OF WORK.** The Consortium Member shall perform the work set forth in Exhibit A, BGAE Consortium Annual Plan.
2. **PERIOD OF PERFORMANCE.** The period of performance for this Agreement shall commence on **July 1, 2020** and shall expire on **June 30, 2021**, unless extended by written amendment to this Agreement or terminated sooner in accordance with the termination provisions of this Agreement.
3. **KEY PERSONNEL.** The Consortium Member's performance under this Agreement shall be under the direction of Consortium Member's Designated Official, **Jeff Ochs**, who is considered essential to the Work. Substitutions or substantial reductions in **Jeff Ochs** level of effort will be only for compelling reasons and with the prior written approval of the District's Authorized Representative for Technical Matters.

The District's Project Director for this Agreement is: **Melisse Boyd**

4. **ALLOCATION OF FUNDS.** The total amount of funds made available for payment to Consortium Member for work performed under this Agreement are allocated at **\$1,161,598**. The allocated amount is fixed and based upon the amounts detailed in Exhibit B, Consortium Fiscal Administration Declaration (CFAD) and Allocation Amendment. In no event shall the District be liable for payment to Consortium Member which would result in

cumulative payment under this Agreement exceeding the total allocated funds unless this Agreement is modified in writing in accordance with this Agreement.

5. **ALLOWABLE COSTS.** The allowability of costs under this Agreement shall be determined in accordance with the terms of this Agreement and the CAEP Fiscal Management Guide.

6. **BUDGET.** The Budget, as detailed in NOVA, lists costs and categories of costs approved to fund the Consortium Member's performance of the Work. The administrative requirements for approval of rebudgeting will be governed by the policies indicated in the CAEP Fiscal Management Guide.

7. **PAYMENT.** The District shall make payment of the funds allocated under this Agreement to Consortium Member in equal quarterly advance payments on: execution of this Agreement, October 1, 2020, January 1, 2021, and April 1, 2021. Payment shall be contingent upon the receipt of funding from the Sponsor and upon the Consortium Member's compliance with the terms and conditions of this Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Consortium Member is solely responsible for reimbursing the District for amounts paid the Consortium Member but (i) disallowed under the terms of this Agreement, or (ii) upon termination of this Agreement, unexpended or unobligated balance of funds advanced.

8. **SEPARATE ACCOUNTING.** The Consortium Member will establish a separate account for all funds specified in this Agreement and will use the funds as allowed under the Program pursuant to Education Code Section 84913 to perform the Work specified in this Agreement. As applicable, the Consortium Member shall also establish and maintain such accounting and documentation of matching expenditures of the Consortium Member to satisfy the requirements of the Sponsor.

9. **USE OF FACILITIES AND EQUIPMENT.** The Consortium Member will furnish the facilities and equipment necessary to perform and complete the Work under this Agreement, and District has rights to inspect facilities furnished.

10. **AUDIT.** The District, the Sponsor, the California State Auditor, any other appropriate government agency authorized by law, or their duly authorized representatives shall, until three (3) years after the expiration date of this Agreement, have access to any of the Consortium Member's records related to this Agreement, at the Consortium Member's regular place of business, for the purpose of conducting audits. The period of access for records relating to (1) appeals under a dispute, (2) litigation or settlement of claims arising from the performance of this Agreement, or (3) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.

11. **PROGRESS REPORTS.** The Consortium Member shall furnish regular reports of findings and progress made under this Agreement in accordance with the CAEP Program Guidance and CAEP Fiscal Management Guide.

12. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District.

Technical Matters:

Melisse Boyd
Director, CTE Grants & Regional Projects
Butte-Glenn Community College District
3536 Butte Campus Dr.
Oroville, CA 95965

Business Matters:

Melisse Boyd
Director, CTE Grants & Regional Projects
Butte-Glenn Community College District
3536 Butte Campus Dr.
Oroville, CA 95965

	Authorized Official:	Andrew B. Suleski Vice President for Administration SAS-320 Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
For the Consortium Member.	Technical Matters:	Jeff Ochs Director of Alternative Education Oroville Adult Education Center 2750 Mitchell Ave. Oroville, CA 95966
	Business Matters:	Susan Watts Assistant Superintendent/CBO Oroville Union High School District 2211 Washington Ave. Oroville, CA 95966
	Authorized Official:	Dr. Corey Willenberg Superintendent Oroville Union High School District 2211 Washington Ave. Oroville, CA 95966

13. CAEP Guidance. The Work is subject to the provisions of Exhibit C, CAEP Guidance and Exhibit D, CAEP Fiscal Management Guide.

14. INDEPENDENT CONTRACTOR. For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be, Independent contractors and not agents or employees of the other party.

15. ASSIGNMENT. The Consortium Member may not assign, transfer or Agreement any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.

16. CANCELLATION. Either party may at any time cancel this Agreement, with or without cause, by giving thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Agreement.

17. APPROPRIATED FUNDS. The continuation of this Agreement shall be subject to sufficient appropriated funds being received by District to administer and support the Program. In the event sufficient funds are not available or are discontinued at any time, the District may immediately cancel this Agreement by delivering written notice to the Consortium Member.

18. GENERAL RELEASE. The Consortium Member's acceptance of final payment of allocated funds under this Agreement shall release the District from all claims of the Consortium Member, and from all liability to the Consortium Member concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of the District.

19. USE OF NAME. Neither the Consortium Member nor the District shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party. This restriction shall not include internal documents available to the public that identify the existence of the Agreement.

20. **CHANGES.** By mutual written consent, the Consortium Member and the District may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Consortium Member and the District.

21. **INDEMNIFICATION.**

21.1. Consortium Member shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of Consortium Member, its officers, employees, or agents.

21.2. District shall defend, indemnify and hold Consortium Member, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of District, its officers, employees or agents.

21.3. This indemnification provision shall survive termination of the Agreement and remain in effect.

22. **INSURANCE.** Consortium Member at its sole cost and expense, shall insure its activities in connection with this Agreement and maintain in force for the duration of this Agreement insurance policies and requirements as follows:

22.1. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

22.2. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Consortium Member's owned, hired, and non-owned vehicles.

22.3. Workers' Compensation Insurance as required under California State law.

22.4. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.

22.5. Professional Liability Insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consortium Member, or any person employed by the Agreement, with a limit of not less than \$1,000,000 each claim.

22.6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the Consortium Member against other insurable risks relating to performance of this Agreement.

22.7. Insurance shall be issued by an insurance company(ies) licensed in California with a current A.M. Best rating of A:VII or better. The coverage referred to under 26.1 and 26.2 of this Section shall be endorsed to name "Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers" as additional insureds as their interest may appear. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage. If any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis: (i) the retroactive date must be shown, and must be before the date of the Agreement or the beginning of Work; and (ii) insurance shall be maintained and evidence of insurance must be provided for at least three (3) years following termination of this Agreement. The Consortium Member's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the Consortium Member's liability. If any part of this Agreement is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors. The Consortium

Member may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices. Prior to commencing Work under this Agreement, Consortium Member shall furnish District with certificates of Insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.

23. **EQUIPMENT.** Upon termination of this Agreement, equipment furnished or purchased by the District for the Program shall be retained by the District, and equipment furnished or purchased by the Consortium Member shall be retained by the Consortium Member.

24. **CONFLICT OF INTEREST.** Consortium Member shall not hire or contract with any officer or employee of District or any member of their immediate family to perform any service covered by this Agreement. Consortium Member warrants that no officer or employee of District has any financial interest, direct or indirect, in Consortium Member. Any question which may arise during the performance of this Agreement regarding a possible conflict of interest shall be referred to District for adjudication.

25. **APPLICABLE LAW.** This Agreement shall be interpreted and governed by applicable federal laws and State of California laws.

26. **ENTIRE AGREEMENT.** This Agreement is the complete agreement of the Consortium Member and the District and supersedes all prior understandings regarding the Work.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

OROVILLE UNION HIGH SCHOOL DISTRICT

By: _____
(Signature of Authorized Official of District.)

By: _____
(Signature of authorized official of Consortium Member.)

Name: Andrew B. Suleski

Name: Jeff Ochs

Title: Vice President for Administration

Title: Director of Alternative Education

Date: _____

Date: 7/21/2020

Exhibits

- A Statement of Work: BGAE Consortium Annual Plan
- B Consortium Fiscal Administration Declaration (CFAD)
- C CAEP Program Guidance
- D CAEP Fiscal Management Guide

TO BE COMPLETED BY DISTRICT ONLY

The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.

Initiating Department:	CTE	Preparer's Name & ID:	Melisse Boyd	Phone:	X2862
Vendor Name:	Oroville Union High School Dist.	Vendor ID:	3003217		
PO Description (Max. 25 characters):	2020-21 California Adult Education Program Allocation				
Budget Code:	12.247.500.1.601000.57400	PO Amount:	\$1,161,598.00		
Contract Monitor Name (Person Who Approves Invoices):	Melisse Boyd			Phone:	X2894
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:			

**ALLOCATION AGREEMENT
CALIFORNIA ADULT EDUCATION PROGRAM
EXHIBIT A**

STATEMENT OF WORK

The Consortium Member shall furnish all the necessary services, qualified personnel, material, equipment, and facilities not otherwise provided by District as needed to perform the work per the provisions of the BGAE Consortia Annual Plan attached hereto:

04 Butte-Glenn Adult Education Consortium

Plans & Goals - Draft

Executive Summary

During the 2020-21 program year, the Butte-Glenn Adult Education Consortium will continue to work collaboratively to help meet the needs of adult learners within Butte and Glenn counties, while at the same time creating benefit for the community and each of the consortium members. The funds will be allocated based on the originally approved percentage distribution. The consortium's annual plan is in alignment with the goals detailed in the three-year plan, and the associated implementation measures. During the previous planning period, the consortium had many accomplishments such as improvements to facilities, expansions of existing programs and creation of new programs, continuation of consortium collaboration, and increased regional communication.

Regional Planning Overview

Meeting quarterly, the consortium will discuss the goals, objectives, and implementation measures associated with the three year plan; work toward developing and monitoring the measurements of success; and making programmatic adjustments as necessary. The needs stated in the 2020-21 annual plan mirror four of the six goals stated in the three-year plan. In addition, the annual plan strategies mirror many of the implementation measures noted in the three-year plan.

Meeting Regional Needs

Regional Need #1

Gaps in Service / Regional Needs

Increase collaboration between consortium members in order to increase opportunities and outcomes for adult education participants.

How do you know? What resources did you use to identify these gaps?

During the three-year planning process, the consortium analyzed needs based on: (1) the completion of a consortium member pre-planning assessment, (2) review of labor market analysis and occupational outlook for Butte/Glenn County, (3) review of existing adult education regional offerings, and (4) completion of a logic model related to the future of adult education in the Butte-Glenn region.

How will you measure effectiveness / progress towards meeting this need?

Effectiveness will be measured based on increase in offerings, completions, and enrollments.

Regional Need #2

Gaps in Service / Regional Needs

Provide education and training courses to address current and future needs of partner agencies, employers, and the labor market.

How do you know? What resources did you use to identify these gaps?

During the three-year planning process, the consortium analyzed needs based on: (1) the completion of a consortium member pre-planning assessment, (2) review of labor market analysis and occupational outlook for Butte/Glenn County, (3) review of existing adult education regional offerings, and (4) completion of a logic model related to future of adult education in the Butte-Glenn region.

How will you measure effectiveness / progress towards meeting this need?

This need will be measured based on completions, certificates, and partner referrals.

Regional Need #3

Gaps in Service / Regional Needs

Increase the number of completions in programs for adult education students.

How do you know? What resources did you use to identify these gaps?

During the three-year planning process, the consortium analyzed needs based on: (1) the completion of a consortium member pre-planning assessment, (2) review of labor market analysis and occupational outlook for Butte/Glenn County, (3) review of existing adult education regional offerings, and (4) completion of a logic model related to future of adult education in the Butte-Glenn region.

How will you measure effectiveness / progress towards meeting this need?

Increase in completions

Regional Need #4**Gaps in Service / Regional Needs**

Lead students forward, creating next level growth for each participant.

How do you know? What resources did you use to identify these gaps?

During the three-year planning process, the consortium analyzed needs based on: (1) the completion of a consortium member pre-planning assessment, (2) review of labor market analysis and occupational outlook for Butte/Glenn County, (3) review of existing adult education regional offerings, and (4) completion of a logic model related to future of adult education in the Butte-Glenn region.

How will you measure effectiveness / progress towards meeting this need?

Increase in completions, enrollments, job placements, literacy skills, and transitions to post secondary.

Gaps In Service**New Strategies****Strategy #1**

Develop regional marketing highlighting connection between adult education/training and industry need/placement.

Strategy #2

Evaluate labor market data quarterly, and evaluate needs/gaps in the region.

Strategy #3

Collaborate, when appropriate with employers/industry sectors.

Strategy #4

Expand numbers or types of offerings based on identified need (labor market data, employer input, community input, and/or student data).

Seamless Transitions**New Strategies****Strategy #1**

Expose students to post-secondary educational opportunities through tours and educational search resources.

Strategy #2

Offer students transitional resources including resume building assistance and assistance with college applications.

Strategy #3

Engage with local industry, offering students such options as industry visits and job shadow experiences.

Student Acceleration**New Strategies****Strategy #1**

Work to develop on-line course opportunities.

Strategy #2

Meet with each student individually to create an adult education plan, provide early emotional support, and create a connection with the school.

Professional Development**New Strategies****Strategy #1**

Research professional development opportunities, and share between consortium members.

Strategy #2

Distribute training materials from professional development opportunities to all consortium members.

Leveraging Resources**New Strategies****Strategy #1**

Revise Butte-Glenn Adult Education Consortium website, providing information and links to member programs, and highlighting regional efforts.

Strategy #2

Develop and distribute regional marketing publication.

Strategy #3

Member agency share outs at quarterly meetings regarding program offerings and partnership opportunities.

Strategy #4

Sharing of instructors/spaces/teaching tools, etc. for programs offered at multiple locations.

Fiscal Management

A narrative justifying how the planned allocations are consistent with the annual adult education plan which is based on your CAEP 3-year plan.

The planned allocations will be distributed to member agencies based on the originally approved percentages. Each member will utilize these funds to support existing Adult Education programs, grow programs where indicated, and initiate activities noted as implementation measures within the Butte-Glenn Adult Education three-year plan.

An approach to incorporating remaining carry-over funds from prior year(s) into strategies planned for 2020-21.
Carry-over funds that are not already encumbered will be used to assist with regional marketing efforts and to support programs that align with the consortium's three-year plan.

Certification

No approver contacts.



California
Community
Colleges



2020 © California Community Colleges

NOVA Site Version: 4.20.5

**ALLOCATION AGREEMENT
CALIFORNIA ADULT EDUCATION PROGRAM
EXHIBIT B**

**CONSORTIUM FISCAL ADMINISTRATION DECLARATION (CFAD)
AND ALLOCATION AMENDMENT**

The Consortia Member assures that it will comply with the provision of the Consortium Fiscal Administration Declaration (CFAD) AND subsequent Allocation Amendment attached hereto.

CAEP Allocation Amendment: 2020-21 Produced: Jul 16, 2020, 05:36 PM UTC Jennifer Foglesong

04 Butte-Glenn Adult Education Consortium

Allocation Amendment Summary

Fiscal Declaration

The Fiscal Declaration information in this section has been provided as a courtesy. It has not been changed since CFAD has been approved by the Member Representatives.

Consortium Name: 04 Butte-Glenn Adult Education Consortium

Funding Channel: Fiscal Agent

Fiscal Agent: Not Selected

Narrative: The fiscal agent model has been effective since the inception of the planning grant. The fiscal agent is effectively maintaining their role. The 3-year plan will identify Butte College as the fiscal agent, continuing with their existing duties.

Changes: COLA will be distributed to the members at the same percentage as their original allocations.

Amended Member Allocations for 2020-21

Member Agency	Amended Allocation	Adjustment Made
Butte Co. Office of Education	\$186,613	\$18,786
Butte-Glenn CCD	\$76,191	\$7,773
Glenn Co. Office of Education	\$493,082	\$49,771
Hamilton Unified	\$209,205	\$21,054
Oroville Union High	\$1,161,598	\$117,210
Paradise Unified	\$111,516	\$11,303
Total Allocated to Members	\$2,238,205	
Total CAEP Funds	\$2,238,205	
Total Remaining (Must be \$0)	\$0	

Member Agencies



LICENSING AGREEMENT

This Agreement effective **September 15, 2020**, is made and entered into by **Oroville Union High School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$1,250**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **one (1)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: July 16, 2020

Licensee

By: _____

Date: _____

Oroville Union High School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2020 Local Control and Accountability Plan (CDE Template)
2. 2020 School Plan for Student Achievement (CDE Template)
3. 2020 School Accountability Report Card, English (CDE Template)
4. Others to be identified as needed.



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent
Date: July 30, 2020
Subject: Request Approval for MOU with Total School Solutions

OUHSD has contracted with Total School Solutions for the past eight years to provide consultant services in the areas of Common Core Standards implementation, math teacher support and special education teacher support. The support from Total Schools Solution will be used to address issues identified by the Department of Justice and the California Department of Education.

OUHSD would like to use the consultant services to focus on improving academic achievement in special education during the 20-21 school year.

The total cost of the agreement will not exceed \$17,000. We will use categorical funds to pay for this activity.

The Superintendent is requesting Board approval of the agreement with Total School Solutions.

AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 19th day of August 2020, by and between the Oroville Union High School District ("District") and Total School Solutions ("Consultant").

I

District desires to retain a Consultant to perform special services and/or advice specified below. District doesn't employ internal staff or doesn't have any internal staff currently available that is able to perform said services.

II

Consultant is specially trained, experienced and competent to perform such special services and render such advice.

TERMS

1. **Services.** The Consultant shall provide professional development services to the District during the 2020-21 school year. The scope of work is defined in Exhibit A.
2. **Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
3. **Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee of \$16,500, including expenses.

Component 1: Training and Coaching to Improve Special Education	\$15,000
Component 2: Program Management	\$1,500

- a. All payments required by this agreement shall be made within thirty days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.
- b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost-plus 15 percent. These out of pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the district cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to eight hours of time for each person assigned at the appropriate individual hourly rate.

4. Termination.

- a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.
- b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.
- c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

5. Indemnification. Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' 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, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

- 6. Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
- 7. 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 Ave.
Oroville, CA 91776
ATTN: Dr. Corey Willenberg
Superintendent

Consultant

Total School Solutions
4751 Mangels Boulevard
Fairfield, CA 94534
ATTN: Tahir Ahad
President

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.

8. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.
9. **California Law.** This Agreement shall be governed by the laws of the State of California.
10. **Waiver.** The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.
11. **Severability.** If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
12. **Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

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

Oroville Union High School District

Total School Solutions, Consultant

By: _____

By:  _____

Title: Superintendent

Title: President

Dated: _____

Dated: August 19, 2020

EXHIBIT A
Scope of Work

Component 1: Training and Coaching to Improve Special Education

Support and guidance to build capacity of District Office and School Site Personnel to plan, coordinate and deliver services to Special Education students. *Four Days*

Support to work with district administrators, principals, teachers and consultants to plan specifics of coaching days referred to above. *One day*

Total of Five Days

Component 2: Program Management

Total of One Day



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 8/10/20
Subject: Contract for Services with School Steps

Background Information: Because OUHSD transferred two former BCOE programs into our district, an additional .60 psychologist is necessary in those programs. OUHSD contracted last year with SchoolSteps for a full time psychologist. At the beginning of the summer, our district posted a job announcement to recruit applicants for psychologist positions and received no applications. As a result, OUHSD has entered into a contract with SchoolSteps to retain the psychologist from last year and to add .60 psychologist time.

Financial Impact: 64 hours per week of psychologist time at the rate of \$95 per hour. The annual cost will be approximately \$220,000 to be paid out of special education funding.

Recommendation: Approval

School Steps Inc

1079 Sunrise Ave, Ste B-183

Roseville, CA 95661

Phone: (916) 947-1812

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc. [Company]** and **Oroville Union High School District [collectively: Contracting Agency]** for the provision of services by **School Steps Inc** as an independent agent and not an employee of the Contracting Agency. **School Steps Inc** makes no claim to any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from July 01, 2020 through June 30, 2021 in essence the school year 2020-2021.

2. Scope of Work

All functions servicing Oroville Union High School District by School Steps Inc. will provide written reports of evaluations, and assessments. The written report will be written per the organizations report templates.

Special education related services (**School Psychology**), evaluations / assessments, IEP meetings attendance and consultation. Consultation will also include educational and behavior concerns including assisting in the writing of behavioral support plans.

3. Payment & Billing

Contracting Agency agrees to pay **School Steps Inc** at the following rates based on the amount of time secured:

- \$95.00 per hour for School Psychology services

Contracting Agency will be billed only for services rendered. School Steps Inc. will track hours spent on eligible mental health services.

School Steps Inc and **Contracting Agency** will jointly determine caseloads.

Contracting Agency will determine the work activities that need to be covered by the **School Steps Inc** contractors.

It is expected that **Contracting Agency** will pay the invoice in full within 30 days of receiving the invoice via email. Should **Contracting Agency** fail to pay within 45 days of receiving the invoice, interest rate of 10% per annum, compounded monthly, will be added to invoiced cost. The penalty will show as a line item on the next month's invoice. Every month beyond the original 45 days of delivery will incur an additional month's charge.

4. Records

School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement.

5. Status of Consultant

This is not an employment agreement. **School Steps Inc** is an independent contractor and is responsible for all federal, state, and local payroll taxes for and on behalf of **School Steps Inc**.

School Steps Inc employees make no claim to the benefits **Contracting Agency** provides to employees of **Contracting Agency**. **Contracting Agency** shall not provide worker's compensation insurance coverage for **School Steps Inc** employees.

6. Background Check/ DOJ Clearance

All of those in the employ of **School Steps Inc** who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance.

7. Cancellation

This agreement may be cancelled by **School Steps Inc** or **Contracting Agency** upon the giving of 45 calendar days, not including holidays, in advance written notice for all services. Such notice shall be delivered either in person, by email or by United States Postal Service. In the event of cancellation, **School Steps Inc** shall be paid for all services rendered. Should Oroville Union High School District cancel the contract, **School Steps Inc** will be paid at the contracted rate and time commitment through the 45 day cancellation period.

8. Hold Harmless and Indemnification

Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees

If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Severability

In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.

11. Non-Solicitation Agreement

For good consideration and as an inducement for **School Steps Inc** (Company) to enter into contract with **Contracting Agency**, the **Contracting Agency** hereby agrees not to directly or indirectly solicit any **School Steps Inc** employee with an offer of employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from **School Steps Inc**. If this agreement is breached **Contracting Agency** agrees to pay **School Steps Inc** a finder's fee the equivalent of 2 months compensation, including wages and benefits.

12. Exclusivity

In a show of good faith in order to enter into this contract, **School Steps Inc** agrees to not have any employees of **School Steps Inc**, who have been employed by **Oroville Union High School District** within the previous year, render services on **School Steps Inc**' behalf to **Oroville Union High School District**.

13. Unintended Closing

Should school close on unscheduled days, for three days or more, Oroville Union High School District will pay School Steps Inc based the agreed upon rate of the contract.

Matt Stringer, President

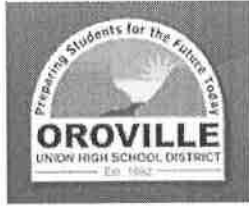
School Steps Inc

Kevin Simas, Director

Oroville Union High School District Representative

 7/22/20
Signature/Date


Signature of Representative / Date



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 8/10/20
Subject: Service Agreement with Total Education Solutions for Speech Service

Background Information: OUHSD contracted with Total Education Solutions during the 19-20 school year for Speech services. OUHSD has been unable to recruit a speech therapist as a district employee and has renewed our contract for the 20-21 school year.. Our special education staff supported renewing the contract with Total Education Solutions for the 20-21 school year.

Financial Impact: Hourly rate of \$100.00 per hour per student for direct individual service. \$54.00 per hour per individual student for group services.

Recommendation: Approval



**Consulting and Service Agreement
between
Total Education Solutions, Inc.
and
Oroville Union High School District**

2020-2021

Total Education Solutions

CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement ("Agreement") is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. ("TES"), a California corporation, and Oroville Union High School District ("Client").

RECITALS

- A. TES engages in the business of providing education, therapeutic, and consulting services to nonprofit and for profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students at locations identified on Appendix B hereto (the "Service Locations") or online.
- C. Client wishes to engage TES to provide certain services with respect to Client's education and/or social service program (the "Program") and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on July 1, 2020 (the "Commencement Date"), and shall continue until 11:59 p.m. on June 30, 2021 (the "Term").

2. SERVICES TO BE PROVIDED BY TES

During the Term of this Agreement, TES shall provide the services described on Appendix C hereto in connection with the Program (the "Services") to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the "TES Personnel"), according to the Client's written or electronic Request for Service.

3. ADDITIONAL SERVICES

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

4. CALENDAR

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays without client written approval. Client must provide a copy of the client's calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days' notice of other closures to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's students.

5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, upon request TES shall deliver such property of Client to Client, subject to Sections 11(c) and 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF CLIENT

- (a) Service Frequency & Duration. Client will notify TES of the agreed upon service provision by requesting the service in TES TotalView or through an Individual Service Agreement (ISA), and provide prior notice to TES of any changes to the service provision or termination of services by updating the request in TES TotalView or submitting a new ISA.
- (b) Student Records. During the term of this Agreement, Client shall provide TES with such Student records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP prior to provision of Services to students. For other students, written or electronic request is required as outlined in 6a above in order to provide non-IEP/IFSP services.
- (j) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving students in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (c) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (d) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student absences, difficulty contracting/serving students, and service refusal.
- (f) Facilities & Parking. TES will provide Services to Client at Client's facility, TES Clinics, agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including student attendance and progress notes. Client shall provide all TES employees assigned to serve Client's student access to an on-site computer with connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing. Parking will be made available to the assigned TES service provider if adequate and accessible street parking is unavailable. If Client is unable to provide parking to the TES personnel the Client will be invoiced for parking expenses on a monthly basis to cover incurred costs while on site providing services.
- (g) Access to WiFi. Client will provide TES service personnel with WiFi/internet accessibility while on site providing agreed upon services. If WiFi is unavailable due to network restrictions, the Client will be billed a monthly service charge for the provider to have access to WiFi through a mobile hotspot at \$50/month/provider and will be added to the monthly invoice for services.
- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and the start and end time for each type of service

provided. Services are documented electronically in TES' system. The client will determine additional documentation requirements before services commence.

7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. TES shall notify Client within forty-five (45) business days of any change of TES Personnel that are providing Services directly to student under this Agreement. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student and/or the student's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 16(f) below, which include TES TotalView and/or e-mail.). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement.
- (d) Attendance Reporting. TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to student in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 9 below.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. For each student assigned to the Program by Client, TES shall provide Client and the applicable Parent(s) with a written progress report which shall identify current levels of performance and suggested goals of such student by agreed upon dates each school year.
- (h) Annual Reviews. For each student assigned to the Program by Client, TES shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student at least five (5) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(b) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student Records. TES Personnel shall review and familiarize themselves with student records such as IEP/IFSPs provided to TES pursuant to Section 6(a) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES will provide access to specific client information through its online portal, TES TotalView, and hereby grants to Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView, in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

TES and Client agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
 - (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Special requests of additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create undue burden to TES. If the request requires a significant amount of time, a service charge will be added to each invoice to cover our out of pockets expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
 - (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within

thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.

- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client also agrees to pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.
- (b) Time for which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services which consist of instruction or therapy to student in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance, unless TES or the affected TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been cancelled.
- (c) Payment Address and Methods of Payment. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
 - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client's facilities in performance of TES' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
 - (ii) Workers' Compensation And Employers' Liability Workers' disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
 - Part A. Statutory Limits
 - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
 - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
 - (ii) Workers' Compensation and Employers' Liability Workers' disability compensation insurance which insurance shall comply with all applicable legal requirements.
 - Part A. Statutory Limits
 - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to

property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.

- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
 - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
 - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

14. NO HIRE AGREEMENT

(a) No Hiring by Client.

(i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").

(ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.

(b) Notification, Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's

obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.

- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all rights, titles and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).
- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled

to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies, due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both e-mail addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
 1337 Howe, Avenue, Suite 107
 Sacramento, CA 95825
 Attention: Lorette Shea
 Phone: 916-564-5010 or Facsimile: 916-564-5260
 E-mail: lshea@tesidea.com

If to Client: Oroville Union High School
 2211 Washington Avenue
 Attention: Dr. Corey Willenberg, Superintendent
 Phone: 530-538-2300
 Email: cwillenb@ouhsd.org

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
- (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Los Angeles, California. The parties shall have full rights of discovery in any such arbitration, as set forth in the California Code of Civil Procedure, including section 1283.05 thereof.
 - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.
 - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
 - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
 - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

Total Education Solutions (TES)

Signature : _____ Date : _____
_____, Title _____

Oroville Union High School District (Client)

Legal Signature: _____ Date: _____
_____, Title _____

Appendix A

TES Contract Information

Contract Information

TES Main Contact: Lorette Shea
Full name as it should appear on contract

Mailing Address: 1337 Howe Avenue #107
Street Address Suite #
Sacramento CA 95825
City State ZIP Code

Legal Signer: Lorette Shea Title: Director

Main Contact: Lorette Shea Title: Director

Phone Number: 916-564-5010

Accounting/Payment Information

Attention: Billing Department

Address: 625 Fair Oaks Ave 300
Street Address Suite #
South Pasadena CA 91030
City State ZIP Code

Email Address: billing@tesidea.com Phone Number: (323) 341-5580

TES Corporate Office Information

Address: 625 Fair Oaks Ave 300
Street Address Suite #
South Pasadena CA 91030
City State ZIP Code

President/CEO: Meaghan Donahue Phone Number: (323) 341-5580 Email: mdonahue@tesidea.com

Appendix C

Services

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child's IEP/IFSP; assisting in the establishment of the Child Find and student Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child's level of functioning for the development of an initial IEP/IFSP or to evaluate the child's annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Services model delivery based on IEP/IFSP goals.
- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, Vision Therapy, services for the Deaf and Hard of Hearing, School Nursing Services, School Counseling, Adapted Physical Education to those students of Client eligible therefore and assigned by Client to TES. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Service delivery model based on IEP/IFSP goals.
- VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student assigned by Client to TES. Services shall include the following:
 - Functional Behavior Analysis
 - Pre/post testing to establish baseline and progress data.
 - Establishment of Behavior Intervention Plans.
 - Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.

- Daily, weekly, quarterly or annual progress reports as required.
- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VII. Compliance Review—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child's IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- VIII. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student in assigned caseload to ensure compliance with state and federal requirements.
 - Write quarterly and/or annual progress reports as required.
 - Undertake other such Individual Plan development duties as determined by mutual agreement with the school.
- IX. Individual Plan Meeting Attendance – Attendance by a TES representative at student IEP/IFSP meetings for all students assigned to TES, including students assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- X. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent's Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XI. School Site –in a space designated by the school and conducive to the service being requested. See Section 6.(e) above.
- XII. TES Clinic Location – services can be held at the TES Clinic sites upon request.
- XIII. Community Location – services can be held at an agreed upon community location.
- XIV. Online – services can be held online using our HIPAA and FERPA compliant portal. Clients can attend session in their own home or at the school site. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation is necessary to allow for successful implementation of this service delivery mode.
- XV. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person. Additional fees may apply.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

Appendix D

Rate Schedule for Oroville Union High School District

Services	Individual per hour	Group per student per hour
Adapted Physical Education		
Direct Services	\$100.00	\$54.00
Assessment	\$100.00	
Assistive Technology		
Assessment	\$100.00	
Behavior		
Direct Services - BCBA	\$100.00	
Direct Services - BID	\$65.00	
Direct Services - BII	\$51.00	\$30.00
Assessment - FBA	\$100.00	
Counseling		
Direct Services - PPS	\$100.00	\$54.00
Language and Speech		
Direct Services	\$100.00	\$54.00
Direct Services (SLPA)	\$90.00	\$50.00
Assessment	\$100.00	
Assessment - AAC	\$100.00	
Nursing		
Assessment – Health 2-hour minimum	\$100.00	
Occupational Therapy		
Direct Services	\$100.00	\$54.00
Direct Services (COTA)	\$90.00	\$50.00
Assessment	\$100.00	
Physical Therapy		
Direct Services	\$100.00	
Direct Services (PTA)	\$90.00	
Assessment	\$100.00	
School Psychology		
Direct Services	\$135.00	
ERICS	\$135.00	
Assessment – Psycho-Educational	\$135.00	
Specialized Academic Instruction		

Direct Services – Education Specialist	\$75.00	
Assessment – Academic	\$75.00	
Instructional Aide	\$45.00	
Special Education Program Oversight	\$75.00	
Special Education Aide	\$45.00	\$22.00
Tutor	\$55.00	\$25.00

TES Connect - Online Services		
Administrative Time – scheduling with families, sending meeting invites, transferring student information to digital format	Hourly rate	
Direct Services	Hourly rate	
E-Helper	Special Education Aide rate	
Online No-Show	Half of the scheduled time at the hourly rate	
Online Orientation – technology check and tutorial	Hourly rate	
Additional Fees*		
Service	Description	Fee
Administrative Time	Documentation, session prep, and email	Hourly Rate
Assessment – Rush	For assessments within 21 calendar days, an additional 3 hours charged	
Breaks	CA mandated breaks will be billed to school site for providers or assessors on site for more than 2 hours per day	
Consultation	Collaboration with school, parent and/or IEP team, conferences	
Drive Time	Requires advanced written agreement by both parties	
IEP Development/Attendance	Caseload setup, IEP review, progress reports	
Interpretation/Translation	Call for rate	
No Show	Cancellations made within 24 hours of scheduled service, assessment or meeting	
On Call	Provider to charge hourly rate for time requested	
Professional Development	Call for proposal	
Program Planning	Lesson and session planning	
Single Service	An additional 20 minutes of administrative time per session will be added for single services at a school site	Half of the scheduled time
Unforeseen School Closure	Power outage, natural disaster, school closure, etc. without 24-hour notice	



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 8/11/20
Subject: Learning Management Platform Pilot

Background Information: Canvas is a learning management platform that is widely used by school districts, colleges, and universities to deliver instruction using digital resources. In addition to providing students with college readiness skills, learning to use Canvas will help teachers and students with distance learning. OUHSD would like to pilot the use of Canvas with a limited number of teachers beginning in January in order to decide whether a full scale contract would be advantageous for our district.

Financial Impact: \$8250 for access to become familiar with Canvas from federal distance learning funding.

Recommendation: Approval



Services Order Form

Order #: Q-142496-1
Date: 2020-08-06
Offer Valid Through: 2020-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Oroville Union High School District

Address: 2211 WASHINGTON AVE.,
City: OROVILLE
State/Province: California
Zip/Postal Code: 95966
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Kevin Simas
Email: ksimas@ouhsd.net
Phone: 530-538-2300

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Pilot	2020-08-01	2021-01-31	User	200	USD 6,750.00	USD 6,750.00
Studio Pilot	2020-08-01	2021-01-31	User	200	USD 1,500.00	USD 1,500.00
Non-Recurring Sub-Total						USD 8,250.00
Year 1 Total						USD 8,250.00
Grand Total:						USD 8,250.00

Deliverable	Description	Expiration
Canvas Pilot Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	N/A
Canvas K-12 Unlimited Subscription Training (Pilot)	Unlimited access for all users to instructor-led online training during Pilot.	N/A
Canvas - K-12 Pilot Additional Implementation	Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.	N/A
Data Provisioning for Canvas Instance	Your Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for your Canvas instance. This includes consultation for manual UI management, SIS imports, and any available SIS integrations, including grade pass back. Access to relevant Community guides and API documentation will be provided.	12 Months
Instructional Design: Ready Made Template (Pilot)	Select One Pre-Built Template from our suite of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed.	12 Months

Deliverable	Description	Expiration
Pilot - 24x7 Support	24x7 support included in Pilot package	N/A
Pilot - Tier 1 Support (Faculty Only)	Tier 1 Support (faculty only) per user included in Pilot package	N/A
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A
Adoption Consulting Remote Consultation	Provides the client with remote hours with an Adoption Consultant. Time spent will be tracked and reported to the client and may include contact time via phone or web conference or time spent preparing requested materials or deliverables. Services that may be delivered include: follow-up after an onsite engagement, consultation on Instructure products, alignment with institution vision and goals, connection between Instructure products and institution instructional frameworks and pedagogy, guidance with Instructure products through institution initiatives, and successful adoption.	12 Months
Studio Implementation	Implementation will include the following: * Creation of Studio Instance * Integration with Canvas via LTI * Admin creation and walkthrough	N/A
Studio Webinar Training	Two hours of remote training content on utilizing Studio.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Folium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is tax exempt: _____
Please Enter (Yes or No): _____	Please email any/all exemption certifications to ar@instructure.com .
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Oroville Union High School District

Signature:	
Name:	
Title:	
Date:	

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. Service. Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

2. Customer Restrictions. Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

3. Customer Responsibilities. Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.

4. Representations. Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. Instructure Warranties. Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUCTURE IN THIS SECTION 5.

6. Fees. As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("Fees") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. Service Standard. Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Compliance. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. Customer Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

10. Data Use. Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

11. Third-Party Services. Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

12. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13. Confidentiality. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

14. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

15. Term and Termination. The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to

provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

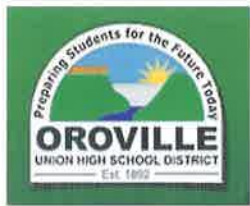
17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020



To: Oroville Union High School Board of Trustees
From: Jacques Deadmore, Food Service Director
Date: 7/31/2020
Subject: Annual Renewal of Services Super Co-Op

Background Information:

The San Mateo Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

With board approval, OUHSD will continue it's membership for the school year 2020-2021

Financial Impact: None.

Recommendation: Approval

SY2020-21 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative



Member District: Oroville Union High School District

Please check (✓) your response:

☒	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
☐	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2020-21 Fees:
Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.
Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
Delivery fees as per member district selected distributors.
All fees are subject to change, as approved by the Super Co-Op Governing Council.
Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Jacqueline Deadmore
Title	Food Service Director
Telephone	530 538 2310
Email	JDEADMORE@OVHSD.NET

Accounts Payable Contact	
Name	Christina Hopper
Title	A/P
Telephone	530 538 2300 ext 1113
Email	CHOPPER@OVHSD.NET

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on 8/19, 2020

Member District	Oroville Union High School District
Signature	<i>Susan Watts</i>
Print Name	Susan Watts
Title	Assistant Superintendent/CBO
Date	7/31/20

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	7/31/20

Return signed copy by December 1, 2019 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

Las Plumas High School PTSA

August 11, 2020

OUHSD Board of Trustees
2211 Washington Avenue
Oroville, CA 95966

Dear Board of Trustees:

The PTSA of Las Plumas High School is requesting approval to be recognized as a school-connected organization for the 2020/2021 school year.

Attached you will find a copy of our current financial statement and evidence of liability insurance for \$1,000,000 naming the Oroville Union High School District as additional insured.

Sincerely,

PTSA President (TBA)



Mechanics Bank

P.O. Box 6010
 Santa Maria, CA 93456-6010
 800.797.6324
www.mechanicsbank.com

Statement Ending 06/30/2020

Page 1 of 4

RETURN SERVICE REQUESTED

>001099 4479805 0001 092387 10Z 362

LAS PLUMAS HIGH SCHOOL PTSA
 2380 LAS PLUMAS AVE
 OROVILLE CA 95966-7305

Managing Your Accounts



Client Services 800.797.6324



Online www.mechanicsbank.com



Mobile Download Our Mobile Apps



Summary of Accounts

Account Type	Account Number	Ending Balance
PREFERRED BUSINESS CHECKING	XXXXXXXX9594	\$1,448.87

PREFERRED BUSINESS CHECKING-XXXXXXXX9594

Account Summary

Date	Description	Amount
06/01/2020	Beginning Balance	\$1,448.87
	1 Credit(s) This Period	\$1,500.00
	1 Debit(s) This Period	\$1,500.00
06/30/2020	Ending Balance	\$1,448.87

Deposits

Date	Description	Amount
06/23/2020	DEPOSIT	\$1,500.00

Checks Cleared

Check Nbr	Date	Amount
0	06/23/2020	\$1,500.00

* Indicates skipped check number

Daily Balances

Date	Amount
06/23/2020	\$1,448.87

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00





ASSOCIATION INSURANCE MANAGEMENT INC

MEMBER CERTIFICATE OF INSURANCE

7/15/20

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: CAUNIT181865

NAMED INSURED MEMBER:

Las Plumas High School PTSA
Attn: Mike Daly Or Current Officer
2380 Las Plumas Avenue
Oroville, CA 95966

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / General Liability for CA PTA	CPG1188443	1/5/20 - 1/5/21	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - Comp/Ops	Included
				Subject to General Aggregate	
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$1,000,000
				Sexual Molestation	\$1,000,000
				Hired & Non Owned Auto	\$1,000,000
				Extended Medical Payments	\$20,000
Tudor Insurance Company / Directors & Officers for CA PTA	CPG1191966	1/5/20 - 1/5/21	\$ 0	Each Occurrence	\$1,000,000
	Retro-active Effective Date:	1/5/10			
Oak River Insurance Company /CAWC138019 Workers Compensation for CA PTA		1/5/20 - 1/5/21	\$ 0	Each Accident	\$1,000,000
				Each Employee	\$1,000,000
				Policy Limit	\$1,000,000

Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #3-20/21

Approval to Teach in Designated Subject Area

WHEREAS, pursuant to Education Code Section #44263, the holder of a valid teaching credential who has completed 18 semester hours of coursework or 9 semester hours of upper division or graduate coursework in a single subject may be approved to teach in a designated subject area; and

WHEREAS, approval to teach in the designated subject area must be granted by resolution of the governing board of the district on an annual basis;

NOW, THEREFORE, BE IT RESOLVED, that the following certificated personnel are authorized to teach the single subject class listed at the designated schools in accordance with the terms of their respective credential(s):

Patrick Cleary to teach Health at Oroville High School

PASSED AND ADOPTED by the Board of Trustees of the Oroville Union High School District at its regular meeting held on the 19th day of August, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #5-20/21

Approval of a Variable Term Waiver – Agriculture

Pursuant to Title 5 Section 80122, approval of a variable term waiver is being sought to allow Regina Stafford to be employed on the basis of a Single Subject Agriculture Variable Term Waiver. Her assignment will be to teach Agriculture, to grades 9-12 at Las Plumas High School for the 2020/2021 school year.

PASSED AND ADOPTED by the Board of Trustees of the Oroville Union High School District at its regular meeting held on the 19th day of August, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #4-20/21

Approval of a Variable Term Waiver – Agriculture

Pursuant to Title 5 Section 80122, approval of a variable term waiver is being sought to allow Brendan Close to be employed on the basis of a Single Subject Agriculture Variable Term Waiver. His assignment will be to teach Agriculture, to grades 9-12 at Las Plumas High School for the 2020/2021 school year.

PASSED AND ADOPTED by the Board of Trustees of the Oroville Union High School District at its regular meeting held on the 19th day of August, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary

To: The Board of Education

From: Susan Watts *SW*

Date: 8/3/20

Subject: 45 Day Budget Revision

The OUHSD Original Budget was adopted prior to the State adopting its budget. E.C. 42127(i)(4) states that, "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act". While this is usually presented in a report format, the changes incorporated in the approved State budget, in addition to changes incurred at the District level, significantly changed the underlying budget assumptions under which the budget had been built. These changes warrant a budget revision to more accurately reflect the District's financial situation. Since the Original Budget indicated the District may not be able to meet its obligations over the next three years, Butte County Office of Education has requested a revised budget, multi-year projection and cash flow projection incorporating updated budget assumptions.

Proposed budget revisions are explained below:

LCFF Sources – Increase of \$1,983,153

The Original Budget estimated LCFF revenues based on the May Revise proposal that included no COLA and an additional reduction in revenues of 7.92%. The adopted State Budget also did not provide a COLA, but **it did restore** the additional funding cut. This budget revision increases revenue by eliminating the originally proposed funding cut. This increase in revenue is netted against lost funding for growth, as the ADA to be funded will be based on the 2019-20 reported ADA. Preliminary projections indicate an enrollment increase of 94 students, but it must be noted that the effect on enrollment due to COVID-19 concerns is unknown at this time.

Federal Revenues – Increase of \$2,342,135

Federal funds have been allocated to the District to address learning loss mitigation. These allocations, along with a revision to the allocation for Elementary and Secondary School Emergency Funding, are added to the budget at this time.

Other State Revenues - \$274,794

This revision includes the addition of State funds awarded to address learning loss mitigation, as well as the receipt of funds to pay classified employees through the Classified School Employee Summer Assistance Program.

Certificated Salaries - \$156,073

Extra time for training and collaboration funded with Learning Loss Mitigation funds is estimated to increase certificated salary costs, which is netted against a savings generated by not filling a vacant position.

Classified Salaries - \$44,573

The increase to classified salaries reflects the net effect of combining the addition of five one-to-one para-educator positions against a savings generated by not filling vacant positions.

Employee Benefits - \$110,518

Salary-driven benefits are projected to increase with the salary changes discussed above. Also, benefits for additional one-on-one para-educators are added into this category.

Books and Supplies – \$2,082,808

Personal protective equipment, cleaning supplies, instructional materials and technology equipment used to mitigate learning loss mitigation will be purchased and funded with allocations that were provided in the State's budget for this purpose. The majority of this new funding must be spent by December 30, 2020.

Services and Other Operating - \$242,109

The addition of a .6 contracted psychologist and an increase in contracted nurse time from a .6 to full-time, as well as expenditures related to facilitating distance learning, have been included in this category and will be funded with Learning Loss Mitigation funding. A \$41,000 increase in the estimated Property and Liability insurance premiums is based on updates received from the BSSP JPA.

Capital Outlay - \$935

Budget revision is immaterial

Other outgo - \$4,000

The ADA transfer to BCOE for District students serviced in county programs is adjusted to reflect the elimination of the reduction in LCFF funding that has been included in the Original Budget.

OUHSD
General Fund Summary
2020/21 45 Day Budget Revision

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Revenues			
LCFF Sources	\$ 24,913,069		\$ 24,913,069
Federal Revenues		4,468,286	4,468,286
Other State Revenues	665,389	3,305,201	3,970,590
Other Local Sources	979,511	487,652	1,467,163
Total Revenues	<u>\$ 26,557,969</u>	<u>\$ 8,261,139</u>	<u>\$ 34,819,108</u>
Expenditures			
Certificated Salaries	\$ 9,173,208	\$ 2,413,413	\$ 11,586,621
Classified Salaries	3,179,762	1,687,254	4,867,016
Employee Benefits	6,374,708	3,187,824	9,562,532
Books and Supplies	836,320	3,120,447	3,956,767
Services, Other Operating	2,073,855	1,098,297	3,172,152
Capital Outlay	106,261	25,000	131,261
Other Outgo	344,737	687,284	1,032,021
Direct Support/Indirect Costs	(274,423)	196,784	(77,639)
Total Expenditures	<u>\$ 21,814,428</u>	<u>\$ 12,416,303</u>	<u>\$ 34,230,731</u>
Total of Revenues less Expenditures	<u>\$ 4,743,541</u>	<u>\$ (4,155,164)</u>	<u>\$ 588,377</u>
Other Financing Sources/Uses			
Transfers in from other funds	16,000		16,000
Transfer out to other funds	(224,078)		(224,078)
Other Sources			-
Contributions to Restricted Prog.	(4,608,539)	4,608,539	-
Total Other Sources/Uses	<u>\$ (4,816,617)</u>	<u>\$ 4,608,539</u>	<u>\$ (208,078)</u>
Change in Fund Balance	\$ (73,076)	\$ 453,375	\$ 380,299
Beginning Balance	5,077,875	(403,547)	4,674,328
Ending Balance	<u>\$ 5,004,799</u>	<u>\$ 49,828</u>	<u>\$ 5,054,627</u>
Components of Ending Fund Balance			
Nonspendable			
Revolving Cash		\$	6,150
Prepaid Expenses			40,000
Restricted			
Medi-cal Reimbursement			49,828
Assigned			
Harrison Stadium			100,000
Solar O & M			45,362
Vehicle Replacement			23,692
Field Lighting			46,132
Unassigned			
Reserve for Economic Uncertainties (3%)			1,033,644
BP 3100 Reserve (9%)			3,100,933
Unrestricted			608,886
Total Fund Balance			<u>\$ 5,054,627</u>

OUHSD
General Fund Proposed Budget Changes
2020/21 45 Day Budget Revision

	Board Approved Budget	Revision	Revised Budget
LCFF Sources	\$ 22,929,916	\$ 1,983,153	\$ 24,913,069
Federal Revenues	2,126,151	2,342,135	4,468,286
Other State Revenues	3,695,796	274,794	3,970,590
Other Local Sources	1,467,163	-	1,467,163
Transfers in From Other Funds	16,000	-	16,000
Other Sources		-	-
Total Revenues	<u>\$ 30,235,026</u>	<u>\$ 4,600,082</u>	<u>\$ 34,835,108</u>
Certificated Salaries	\$ 11,430,548	\$ 156,073	\$ 11,586,621
Classified Salaries	4,822,443	44,573	4,867,016
Employee Benefits	9,452,014	110,518	9,562,532
Books and Supplies	1,873,959	2,082,808	3,956,767
Services and Other Operating	2,930,043	242,109	3,172,152
Capital Outlay	130,326	935	131,261
Other Outgo	1,028,021	4,000	1,032,021
Indirect Costs	(77,639)	-	(77,639)
Transfers Out to Other Funds	224,078	-	224,078
Total Expenditures	<u>\$ 31,813,793</u>	<u>\$ 2,641,016</u>	<u>\$ 34,454,809</u>

Unrestricted Multi-year Projection

	Original Budget 2020/21	2021/22	2022/23
Revenue Limit Sources	24,913,069	25,423,378	25,885,439
Federal Revenues	-	-	-
Other State	665,389	665,389	665,389
Other Local	979,511	979,511	979,511
Other Financing	(4,592,539)	(4,791,164)	(4,876,164)
Total	<u>21,965,430</u>	<u>22,277,114</u>	<u>22,654,175</u>
Certificated	9,173,208	9,086,208	9,086,208
Classified	3,179,762	3,179,762	3,179,762
Benefits	6,374,708	6,310,708	6,583,708
Books and Supplies	836,320	836,320	836,320
Services	2,073,855	2,190,855	2,183,855
Capital Outlay	106,261	106,261	106,261
Other Outgo	344,737	344,737	344,737
Indirect	(274,423)	(150,784)	(150,784)
Other Financing Uses	224,078	231,078	239,078
Necessary Budget Reduction	-	-	-
Total	<u>22,038,506</u>	<u>22,135,145</u>	<u>22,409,145</u>
Net Increase(Decrease)	(73,076)	141,969	245,030
Beginning Fund Balance	5,077,875	5,004,799	5,146,768
Ending Fund Balance	<u>5,004,799</u>	<u>5,146,768</u>	<u>5,391,798</u>
Revolving Fund	6,150	6,150	6,150
Prepaid Expenses	40,000	40,000	40,000
Econ Uncert (3% Required)	1,033,644 3%	921,643 3%	932,413 3%
Econ Uncert (9% BP 3100)	3,100,933 9%	2,764,930 9%	2,797,240 9%
Assigned (Board, Mand Cost)	215,186 1%	182,869 1%	169,824 1%
Undesignated/Unappropriated	608,886 2%	1,231,175 4%	1,446,170 5%
	<u>5,004,799</u>	<u>5,146,768</u>	<u>5,391,798</u>

Board Policy 3100 states "To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to maintain a minimum unassigned fund balance which includes a reserve of economic uncertainties equal to at least one and one-half months of general fund operating expenditures, or 12 percent of general fund expenditures and other financing uses."

Restricted Multi-year Projection

	Original Budget 2020/21	2021/22	2022/23
RL Transfers	-	-	-
Federal Revenues	4,468,286	1,520,286	1,520,286
Other State	3,305,201	1,780,201	1,780,201
Other Local	487,652	487,652	487,652
Other Financing	4,608,539	4,807,164	4,892,164
Total	<u>12,869,678</u>	<u>8,595,303</u>	<u>8,680,303</u>
Certificated	2,413,413	2,020,413	2,020,413
Classified	1,687,254	1,583,254	1,583,254
Benefits	3,187,824	3,090,824	3,201,824
Books and Supplies	3,120,447	244,447	218,447
Services	1,098,297	809,297	809,297
Capital Outlay	25,000	-	-
Other Outgo	687,284	687,284	687,284
Indirect	196,784	150,784	150,784
Other Financing Uses	-	-	-
Total	<u>12,416,303</u>	<u>8,586,303</u>	<u>8,671,303</u>
Net Increase(Decrease)	453,375	9,000	9,000
Beginning Fund Balance	(403,547)	49,828	58,828
Ending Fund Balance	<u>49,828</u>	<u>58,828</u>	<u>67,828</u>
Medi-cal LEA Billing	49,828	58,828	67,828
Fund Balance Reserves	<u>49,828</u>	<u>58,828</u>	<u>67,828</u>

UNRESTRICTED

2020-21 August Revise	RL Sources	Federal	Other State	Other Local	Transfers In	Other Sources	Contributions to Ret/Frag	Total Revenue	Certificated Salaries	Classified Salaries	Benefits	Books/Supplies	Services/Other Oper	Capital Outlay	Other Outgo	Indirect	Other Financing	Total Expenditures
0% COLA, 2.10% ADA funded at current year level	24,913,069		595,389	979,511	16,000		(4,608,539)	21,985,430	9,173,208	3,179,762	6,374,708	838,320	2,073,855	109,261	344,737	(274,423)	274,078	22,036,505
0% COLA, 2.10% ADA funded at current year level	510,309																	
Step & Cost Increases (3-yr average) (see note)											96,000							
Estimated change in H & W premiums											(163,000)							
(4.33% increase for uncapped certificated)											(14,000)							
Change in retiree H&W - 8% increase in premiums											63,000							7,000
netted against drop of retiree as they turn 65											(11,000)							
STRS rate decrease to 18.00%											(35,000)							
PER's rate increase to 22.84%											(87,000)							
Non Teacher H&W (July & August) in PY													25,000					
Cost of teacher on LT Reserve													32,000					
Increase in Property & Liability (5%)													81,000					
Increase in Unfunded Liability (5%)													(31,000)					
Additional costs on technology license renewal schedule (Coddswellware & Reed 180 day)																123,639		
No Board Election																		
To District (3-yr level)																		
2021-2022 Projections	29,423,378		665,389	979,511	16,000		(4,807,144)	22,277,111	9,086,208	3,179,762	6,310,708	838,320	2,180,855	109,261	344,737	(150,784)	231,078	22,135,145
0% COLA, 2.144 ADA funded at current year level	492,061																	
Step & Cost Increases (3-yr average) (see note)											100,000							
Estimated change in H & W premiums											(96,000)							
(4.33% increase for uncapped certificated)											191,000							
Change in retiree H&W - 6% increase in premiums											78,000							8,000
netted against drop of retiree as they turn 65																		
STRS rate increase to 18.1%													25,000					
PER's rate increase to 22.5%													32,000					
Increase in Property & Liability (5%)													(95,000)					
Increase in Unfunded Liability (5%)													31,000					
Savings from technology license renewal schedule																		
Board Election																		
Adult contributions to restricted	25,995,439		595,389	979,511	16,000		(4,892,164)	22,654,175	9,086,208	3,179,762	6,563,708	838,320	2,183,855	109,261	344,737	(150,784)	239,078	22,409,145
2022-2023 Projections																		

141,969

245,030

(73,076)

RESTRICTED

RL	Federal Rev	Other State	Other Local	Other Financing Sources	Total Revenues	Certificated Salaries	Classified Salaries	Benefits	Books/Supplies	Services/Other Oper	Capital Outlay	Other Outgo	Indirect	Other Financing Uses	Total Expenditures
2020-21 August Revise	4,485,289	3,305,201	487,652	4,003,939	12,281,978	2,413,413	1,687,254	3,187,824	3,120,447	1,081,297	25,000	687,284	195,784	-	453,375
Step & Cost Increases (3 yr averages) (see note)															
Estimated change in H & W premiums				18,000				20,000	(4,000)						
(4.3%) increase for unexpired certificated				(2,000)				(3,000)	(1,000)						
STPS rate increases to 16.00%				30,000				33,000	(3,000)						
PERC rate increases to 22.84%									(214,000)				(7,000)		
ESSER LLM funding in PY	(135,000)									(66,000)					
ESSER LLM funding in PY	(1,000,000)														
CRF LLM funding in PY	(2,045,000)														
Prop 38 LLM funding in PY		(213,000)													
CRF LLM funding in PY		(81,000)													
20-21 CTE/G		(884,000)		157,000											
21-22 CTE/G (55% of 1950 allocation)															
21-22 CTE/G (55% of 1950 allocation)															
K12 SVTF Grant included in PY		(330,000)													
K12 SVTF Grant included in PY															
Low Performing Students Block grant expenses in PY															
Business Resources				(2,375)											
2021-22 Projections	1,520,280	1,730,201	487,652	4,807,164	8,495,303	2,070,413	1,583,254	3,050,834	244,447	809,297	-	687,284	150,784	-	8,686,203
Step & Cost Increases (3 yr averages) (see note)															
Estimated change in H & W premiums				17,000				22,000	(5,000)						
(4.3%) increase for unexpired certificated				31,000				49,000	(19,000)						
STPS rate increases to 16.1%				37,000				40,000	(3,000)						
PERC rate increases to 25.5%															
Balance resources															
2022-2023 Projections	1,520,280	1,730,201	487,652	4,892,164	8,680,303	2,070,413	1,583,254	3,051,834	218,447	809,297	-	687,284	150,784	-	8,871,503

Note - Step & column movement is estimated by using a 3 year average of costs net of savings from attrition. The current 3 year average results in an overall savings as attrition savings exceeds step/column costs. Instead of reflecting a savings in the MYP, no cost will be shown for step/column movement.

	Estimated												Accruals	Total
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June		
A. BEGINNING CASH	2,142,227.21	4,976,363.81	5,175,803.65	7,502,469.12	6,988,987.16	4,862,789.24	6,577,564.54	5,530,921.41	3,988,619.35	2,125,030.86	1,702,340.95	-94,963.90		
B. RECEIPTS														
Revenue Limit	2,375,746.50	2,358,134.76	2,848,425.02	2,356,586.05	428,361.88	3,978,760.04	1,024,525.14	122,216.61	578,563.06	2,076,826.31	521,879.33	412,841.21	5,830,223.09	24,913,069.00
State Aid	2,375,746.50	2,375,746.50	2,883,648.50	2,375,746.50	0.00	507,902.00	633,632.40	114,035.83	619,657.12	24,034.40	109,038.12	0.00	5,850,770.12	17,869,918.00
Property Tax	0.00	0.00	0.00	4,301.87	0.00	3,494,340.36	414,475.06	31,863.10	0.00	2,073,276.94	433,386.24	0.00	0.00	7,336,680.00
In-Lieu	0.00	-17,611.74	-35,223.48	-23,482.32	-23,482.32	-23,482.32	-23,482.32	-23,482.32	-41,094.06	-20,547.03	-20,547.03	-20,547.03	-20,547.03	-293,529.00
Federal Revenues	0.00	2,292.39	2,287,951.25	13,823.61	234,949.48	583.05	56,358.86	666,632.97	23,776.89	27,114.33	575,603.40	8,754.59	568,445.50	4,468,286.00
Other State Sources	38,170.30	950,663.33	603,027.78	75,286.26	195,106.71	81,086.27	183,561.00	75,286.26	69,270.45	137,684.13	1,942.10	12,486.96	514,306.45	3,970,590.00
Other Local Revenues	300.44	1,855.51	2,985.94	19,199.71	725.50	29,154.60	650,478.44	11,402.65	3,240.67	22,063.35	304,813.09	386,768.66	34,174.43	1,467,163.00
Interfund Transfers In	0.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00	16,000.00
All Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Receipts/Non-Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS	2,414,217.24	3,312,946.00	5,746,389.99	2,464,875.63	859,143.57	4,093,583.96	1,916,943.14	875,538.50	678,851.07	2,263,888.12	1,404,237.91	824,851.41	6,947,149.47	34,835,108.00
C. DISBURSEMENTS														
Salaries & Benefits	603,165.50	2,061,887.82	2,799,260.27	2,084,731.76	2,288,591.62	2,165,437.93	2,072,830.82	2,192,970.40	2,360,777.47	2,135,078.93	2,134,732.84	2,134,732.84	0.00	26,016,169.00
Operating Expenditures	559,910.14	1,056,636.34	1,033,940.24	893,625.82	698,749.87	213,370.74	890,755.65	224,870.16	181,662.08	327,021.11	1,067,009.93	1,067,009.93	0.00	8,214,562.00
Transfers Out - Adult Ed	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers Out - Cateletia	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS	1,163,075.64	3,118,524.16	3,833,200.51	2,978,357.59	2,985,341.49	2,378,808.66	2,963,586.27	2,417,840.56	2,542,439.55	2,686,178.04	3,201,742.77	3,201,742.77	0.00	24,407,731.00
D. BALANCE SHEET TRANSACTIONS														
Cash net in Treasury	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	2,721,536.00	5,018.00	413,476.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,140,030.00
Due From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Assets	2,721,536.00	5,018.00	413,476.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,140,030.00
Accounts Payable	1,146,241.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,146,241.00
Due to Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unearned Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Liabilities	1,146,241.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,146,241.00
Total Balance Sheet	1,575,295.00	5,018.00	413,476.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,286,271.00
E. NET INCREASE/DECREASE (B - C + D)	2,826,436.60	199,439.84	2,326,665.48	-513,481.96	-2,126,197.92	1,714,775.29	-1,046,643.13	-1,542,302.06	-1,863,588.48	-422,489.92	-1,797,504.85	-2,376,891.36	6,947,149.47	4,666,570.00
F. ENDING CASH (A + E)	4,976,363.81	5,175,803.65	7,502,469.12	6,988,987.16	4,862,789.24	6,577,564.54	5,530,921.41	3,988,619.35	2,125,030.86	1,702,540.95	1,702,540.95	0.00	6,947,149.47	4,666,570.00
Auditors Ending Cash	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10%	4,976,363.81	5,175,803.65	7,502,469.12	6,988,987.16	4,862,789.24	6,577,564.54	5,530,921.41	3,988,619.35	2,125,030.86	1,702,540.95	1,702,540.95	-94,963.90	-2,471,855.26	
	497,636.38	517,580.36	750,246.91	698,898.72	486,278.92	657,756.45	553,092.14	398,861.93	212,503.09	170,254.09	-9,496.39	-247,185.53		

[illegible]

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

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. For inquiries/complaints, contact our Title IX Coordinator/Equity Officer, Dr. Corey Willenberg, at (530) 538-2300, ext. 1107, or by email at cwillenb@ouhsd.net, or in person at 2211 Washington Avenue, Oroville, CA 95966.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Co-curricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Nondiscrimination in District Programs and Activities (Cont.)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Nondiscrimination in District Programs and Activities (Cont.)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

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

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

Nondiscrimination in District Programs and Activities (Cont.)

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:
<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Adopted: 2/1/90

Amended: 3/1/00, 11/1/06, 8/15/12, 2/19/14, 11/16/16, 6/13/18, 11/20/19



Oroville Union High School District

2020-2021 School Calendar

Adopted:

JULY

M	T	W	Th	F
		1	2	(3)
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER

M	T	W	Th	F
	1	2	3	4
(7)	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER

M	T	W	Th	F
2	3	4	5	6
9	10	(11)	12	13
16	17	18	19	20
23	24		(26)	
30				

DECEMBER

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	(16)	(17)	18
21	22	23	(24)	(25)
28	29	30	(31)	

7/3 - Independence Day

8/10, 8/14 - Teacher Inservice Days (Student Free)

8/17 - Classes Begin

9/7 - Labor Day

10/9 - End of 1st Qtr (43 Days)

11/11 - Veterans Day

11/23 - 11/27 - Thanksgiving Holiday

12/16, 12/17 - Mid-Term Finals

12/17 - End of Semester (85 Days)

12/18 - Teacher Inservice Day (Student Free)

12/21 - 1/1 - Winter Recess - All Students

1/18 - Martin Luther King, Jr.'s Birthday

2/12 - Lincoln's Birthday

2/15 - President's Day

2/19 - Break Day (Student & Teacher Free)

3/19 - End of 3rd Quarter (49 Days)

4/2 - 4/9 - Spring Recess (All Students)

5/31 - Memorial Day Holiday

6/1 - 6/3 - Finals

6/4 - Teacher Inservice Day (Student Free)

Graduation/Promotion Ceremonies

6/1 - Oroville Adult Education-CTC

6/2 - Prospect High School

6/2 - ATC Promotion Ceremony

6/3 - Oroville High School

6/4 - Las Plumas High School

JANUARY

M	T	W	Th	F
				(1)
4	5	6	7	8
11	12	13	14	15
(18)	19	20	21	22
25	26	27	28	29

FEBRUARY

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	(12)
(15)	16	17	18	19
22	23	24	25	26

MARCH

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL

M	T	W	Th	F
			1	2
(5)	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
(31)				

JUNE

M	T	W	Th	F
	(1)	(2)	(3)	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

() Holiday (All Employees)

Teacher Inservice Day

Finals

Board Meeting



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent
Date: August 10, 2020
Subject: Request Board Approval for OUHSD Virtual Code of Conduct

OUHSD is beginning the school year in a distance-learning format. Assistant Principals Matt Kerman and Durell Siplin developed a Virtual Learning Code of Conduct to guide students with acceptable use of technology. The OUHSD Virtual Learning Code of Conduct was reviewed by all OUHSD administration.

The Virtual Code of Conduct covers the acceptable use of technology, the OUHSD Internet Usage Policy, Student Expectations and Consequences of Misconduct while using technology, Bullying and harassment Policy, Academic Integrity Policy, and Parent and Guardian's Responsibilities.



Virtual Learning Code Of Conduct

All OUHSD students receiving digital curriculum and direct instruction online are subject to any applicable District policies and this Student Virtual Learning Code of Conduct. As a virtual learning student, there are additional rules and expectations regarding prior online etiquette in place in order to protect all students and all staff members. Access to remote learning must be used in a responsible, safe, efficient, ethical and legal manner. With expanded access to electronic information, availability of inappropriate material is not uncommon. Some sites contain illegal, defamatory, inaccurate or offensive information. We especially appreciate partnering with parents to teach responsible Internet use.

Please review the following rules and expectations carefully:

- **Students are responsible for proper behavior during online learning.** Always use a computer in a way that shows consideration and respect. It is not acceptable to use obscene, profane, threatening or disrespectful language.
- **We take integrity and authenticity of student work very seriously.** Do not cut, copy, or plagiarize Internet content or the work of your online classmates. Teachers do utilize technologies to check for authenticity. **Copying, knowingly allowing others to copy from you, and/or misusing Internet content will result in disciplinary action.**
- **Security and Safety is a high priority, especially when the system involves many users.** If you identify a security and/or safety problem in the school's computers and/or educational platform, notify administration. It is illegal to create harmful computer viruses.
- **Remote Learning correspondence is not private.** Never say, write, or record **anything** that will earn you a consequence.
- **Protect your passwords.** Keep it secret from anyone except your parents.

INTERNET USAGE POLICY

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of OUHSD and, as such, is subject to disclosure to the parent, parents, administration or other third parties. Consequently, OUHSD expects both students and parents to abide by the school's Internet usage policy:

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation or any other characteristic protected by law.

Abuse of Internet platforms and tools in violation of school policies will result in disciplinary action. Below are examples of poor behaviors that are prohibited, but are not limited to this list.

The following behaviors will result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Copying, pirating, or downloading software and electronic files without permission.
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization.
- Violating copyright law.
- Engaging in unauthorized transactions that may incur a cost to the school or initiate unwanted Internet services and transmissions.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that defame or slander other individuals.
- Attempting to break into the computer system of OUHSD, another organization, or person.
- Refusing to cooperate with a security investigation.
- Using the Education Portal for political causes or activities, religious activities, or any sort of gambling.
- Jeopardizing the security of the organization's electronic communications systems.
- Sending or posting messages that disparages OUHSD or another organization's products or services.
- Passing off personal views as representing those of OUHSD.
- Sending anonymous e-mail messages.
- Engaging in any other illegal activities.
- Disturbing the virtual Learning Environment.
- Refusing to follow the rules of the specific Virtual Learning Classroom.
- Unmuting yourself when your teacher has placed you on mute.
- Recording any class session and transmitting it.
- Recording your teacher and/or classmates without their permission.
- Not dressed properly for class (examples: dressed in revealing clothes, dressed in clothes with inappropriate sayings).
- Participation in Cyber bullying and/or Harassment.
- Cheating and/or Plagiarism.

STUDENT EXPECTATIONS AND CONSEQUENCES OF MISCONDUCT

Students will continue to be held to the Oroville Union High School District School Discipline Matrix. In the virtual environment, however, there is a set of non-traditional types of misconduct that must be regularly monitored and, if not hopefully eliminated altogether, then disciplined in an appropriate manner. Accordingly, in addition to district applicable policies, the Virtual Learning Code of Conduct incorporates expectations of conduct specific to virtual/remote learning classrooms. For example, Internet access is required for all students, but access must be used in a responsible, safe, efficient, ethical, and legal manner. With expanded access to electronic information, availability of inappropriate material is not uncommon. Although it is impossible to control such misuses, we believe that with responsible use, the benefits of the Internet as an educational tool outweigh the negatives.

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use may also result in disciplinary action and/or legal action in accordance with law and Board policy.

Following our Intervention and Support Plan, any misuse of Chromebooks and/or technology will result in staff following the guidelines of discipline and suspensions in the Student Discipline and Intervention Matrix.

Level 1 <u>Minimal</u> Interference with Instructional Process Staff Managed/Recorded in Aeries	Level 2/Level 3 Referral written- Managed by Administration
<ul style="list-style-type: none"> • Unauthorized use of websites, apps, email etc. • Use of profane, offensive language. • Viewing and/or sending of offensive materials • Unauthorized: downloading, storing of material, use of copyrighted materials. • Inappropriate use of device camera. • Negligent use of device. • Cheating • Viewing and/or sending offensive materials (low-moderate level). • Participating in disparaging or harmful transmissions (low level). • Bypassing district filters. 	<ul style="list-style-type: none"> • Repeated level 1,2 infractions. • Sharing or using someone else's username, password. • Viewing, transmitting, or sending pornographic and/or violent material. • Viewing, transmitting, or sending racist material. • Sexual harassment. • Hacking, jailbreaking, rooting etc. • Cyberbullying • Deleting district applications. • Bypassing district filters to cause harm. • Intentional damage

Level 1- Tier 1

- Complete **Pre-Referral to Intervention in Aeries**
- Warning-Conference with student regarding misuse of Chromebook
- Contact Parents/Guardians (phone or email)
- Loss of Chat feature

Level 2-Tier 1/Tier 2

- Submit **Referral to Intervention in Aeries**
- Student composes an apology email/letter to the teacher or staff member
*T.O.S.A can help support with composing an apology letter/email
- Counselor/Social Worker follow up with student

Level 3-Tier 2/Tier 3

- Submit Referral to Intervention- (**Addressed by Administration**)
- Loss of points/Grade affected (Cheating/Plagiarism)
- In class Time-Out (Separate Break out Session or Google Classroom)
*one/two period(s); Parent/Guardian Contact
- Referral to Law Enforcement

***Time-out: The student(s) do not interact with the class, but are included in everyday instruction.**

BULLYING AND HARASSMENT POLICY

Harassment is prohibited between members of the school community, including communication of any form between students, parents, faculty and/or staff, and any third parties directly or indirectly. We are committed to maintaining a working and learning environment in which students, faculty, and staff can develop intellectually, professionally, personally and socially. Such an atmosphere must be free of intimidation, fear, coercion, and reprisal.

It is an expectation that all students and employees shall use all equipment and programs for the intended educational purpose. We are committed to protecting students and employees from bullying, harassment, or inappropriate uses of computers or programs to participate in bullying behavior. Bullying and Harassment will be investigated for possible disciplinary action and/or legal action in accordance with law and Board policy.

Conduct that constitutes bullying or harassment, as defined herein, is prohibited. Bullying, harassment, and cyber stalking are defined as inflicting physical or psychological distress, and/or communicating words, images, or language using electronic mail that causes emotional distress and for which there is no legitimate purpose. Any action by a student or parent deemed inappropriate will be fully investigated by school administration.

ACADEMIC INTEGRITY POLICY

What is academic integrity?

- Academic integrity is an ethical code, whereby the student guarantees that all work submitted is the student's own work.

Why is academic integrity important?

- When students submit an assignment that is not their own original work, there are two issues involved:
- Students are earning credit for learning material for which they have not demonstrated mastery.
- They may be violating the policies of the school.

What are some examples of academic integrity violations?

- There are two kinds of academic integrity violations. One is "plagiarism" and the other is "cheating."

Plagiarism - To steal and pass off (the ideas or words of another) as one's own: use (another's production) without crediting the source. Some examples are, but not limited to the following:

- Copying and pasting a report from the Internet and representing it as your own work
- Copying any other work and not properly citing authorship

Cheating

- To influence or lead by deceit, trick, or artifice
- To practice fraud or trickery to violate rules dishonestly
- Providing questions/answers/ work to another student
- Receiving questions/answers/work from another student

Consequences of Violation of this Policy:

A variety of consequences will be administered when students are discovered cheating or plagiarizing. Additionally, final grades may be rescinded if a student is found to have cheated or plagiarized after the grade has been posted.

Parents, as partners in supporting student learning, you are encouraged to:

- Ensure that their child's work is authentic and original.
- Monitor, via your parent account.
- Ask any questions regarding plagiarism or cheating if they are not sure.
- Report any suspicious activity.

PARENT/GUARDIAN'S RESPONSIBILITIES

As a parent/guardian it is very important to understand the responsibilities associated with that role. With the many distractions students have today, it can be difficult for some students to set aside time to work on courses when not in school. It is the responsibility of the parent/guardian to encourage the student to manage their time in an effective way.

Teachers will keep the parent/guardian apprised of the student's progress and will initiate contact if they fall behind in their coursework.

Parents are expected to supervise and monitor their student's progress throughout the duration of the course, just as you would in a regular learning setting. This can be accomplished by accessing the parental account periodically to monitor student progress.

Parents should support Academic Integrity. Academic Integrity is one of our core values and one of the most important areas of focus as a learning organization. Students with Academic Integrity make decisions based on ethics and values that will prepare them to be productive and ethical citizens.

You may contact your child's teacher directly via email and/or Google voice to answer questions about the course that you may have. When a parent/guardian has a concern about the child's performance or behavior, the parent/guardian should set up a conference with the child's teacher.

Date: August 10, 2020

To: Dr. Willenberg, Supt., Board Members

From: Matt Kermen, Asst. Principal

Re: Revised discipline policy

After reviewing our current discipline practices and procedures, and based on guidance from the CA Department of Justice, the administrative teams at both Oroville and Las Plumas High Schools, as well as district office administration, agree that ensuring consistent and equitable implementation of interventions prior to suspension are needed. We have modified our District Discipline plan to better serve the needs of students and other key stakeholders. The OUHSD Interventions policy and matrix is based on the PBIS model of supports and interventions and was adopted with full support of the district discipline committee, with the idea of full implementation with school staff occurring at the start of the 20-21 school year. Additional professional development training will be needed for staff in Restorative Practices and Culturally-Responsive system of Positive Behavior Intervention and Support.

A highlight of significant changes include:

- A commitment to equitably implement research-based alternatives to exclusion; and use exclusionary discipline only as a last resort.
- Explicit classroom –based strategies to correct student behavior and keep students in school and participating in the instructional program.
- Provide more intensive support and interventions such as Restorative practices, Social and Emotional Learning programs, Positive Behavior and Supports with tiered interventions (see glossary), and other disciplinary strategies.
- A new discipline matrix identifying behavior/offenses and recommended intervention.
- Updated tobacco/vape product policy in line with Education Code section 48901



2020/2021 District-Wide Discipline Plan

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Guidelines and Responsibilities for Student Behavior

The Oroville Union High School District (OUHSD) Board of Trustees in collaboration with parents, teachers, students, and school administrators developed the following discipline plan to maintain a safe, secure, and an attractive learning environment for all students, staff, and the community. In order for the district to facilitate this objective, we expect the following:

1. Leave electronic devices turned off during class and at any other time directed by a district employee (EC 48901.5(a))
2. Comply with requests of teachers and staff members (EC 48908).
3. Behave as law-abiding citizens.
4. Students shall respect the individual rights of all students and staff.
5. Practice integrity in all areas of school life. Do not cheat or act dishonestly in the classroom or on the playing field.
6. Show respect for and pride in the school by helping to keep it clean and free of vandalism.
7. Behave in an appropriate way on campus and during class by avoiding horseplay or excessive displays of affection.
8. Students shall make a concentrated effort to maintain books, equipment, facilities, and property that are entrusted to them.
9. Remain on campus for your entire school day unless first cleared through the attendance office to leave. If planning to leave during the school day, secure an off-campus pass from the attendance office when you arrive at school in the morning.
10. Students shall assume a sense of pride, responsibility and **accountability** in the schools they attend.

Attendance Policy

Students are expected to attend all classes and to be on time unless properly excused. **Legitimate excused-absence reasons** include:

1. Illness
2. Visitation to a medical office, clinic, doctor or dentist
3. Funeral of an immediate family member
4. Quarantine of the home

Verifying Absences by Notes

A student absent from school is responsible for verifying the reason for his/her absence with either a note or a telephone call from a parent/guardian. Students are to submit their absence note to the attendance office before school, at break, during lunch or after school. **Students must clear the absence within three days (72 hours) or receive truancy (cut).** Only a parent, legal guardian, or person(s) listed on a student's contact list in AERIES can excuse a student's absence.

Students whose attendance rate is 83% or less may forfeit participation in extracurricular activities such as sporting events, dances, field trips, and other school-sponsored events as determined by school administration.

Illness

The district permits a parent/guardian to excuse his/her student's absence up to ten days without verification of illness from a medical professional. Students too ill to attend after reaching the ten day limit must submit verification of illness from a medical professional upon their return to school. **Anytime your student has a doctor's appointment and/or documentation requiring them to stay home from school, this documentation must be turned in immediately when your student returns to school. These absences will be recorded, verified, and not count toward the ten-day parent/guardian excused limit.** If your child is under the regular care of a physician for a serious or chronic condition, or they are directed to stay home by a medical professional before the ten days are reached, you should provide verification at that time. Absences for illnesses not verified after ten days will be marked unexcused and subject the student and/or parents to compulsory education law guidelines.

Tardies

Consequences for tardies will be at the discretion of the administration including detention, community service, or Structured Day.

On-Campus Illness

If a student becomes ill during school, he/she must report to the attendance office.

Off-Campus Passes

The attendance office will issue an off-campus pass when a student must leave school during the school day for a verifiable reason, such as a healthcare appointment, family emergency, etc. Regardless of a student's age, the attendance office has the right to verify the reason(s) or destination(s) requiring an off-campus pass. To obtain an off-campus pass, the parent/guardian may submit a note to the attendance office **before school begins**. Parents/guardians may also phone to request their student be issued an off-campus pass. Requests are to be submitted in advance to allow the attendance office to obtain verification and/or contact the student.

Cut or Truancy Policy

A student who is absent without permission or verification, skips class, or cuts class is truant. A truant student does not have the right to demand make-up work or turn in any tests, quizzes, reports, homework, class assignment, etc., due on the day or period he/she received a "Cut"/Truancy. Any student found off-campus, cutting, or on-campus out of class without a proper hall or off-campus pass may be assigned a detention, community service or Structured Day immediately. Parents are contacted when Structured Day is assigned.

Unexcused Absences

In order to provide a reasonable opportunity for the student or the student's parent/guardian to explain the absences, the student or parent/guardian have three (3) school days to explain the absence to the Attendance Office.

To implement this Board Policy, the Oroville Union High School District will follow these procedures:

- Send a letter or phone home to parent/guardian when a student has accumulated three (3) days of unexcused absences in the same classes in a year.
- Send a letter home to parent/guardian when a student has accumulated five (5) days of unexcused absences in the same classes in a year.

- Students who have accumulated ten (10) or more absences in the same period will receive a letter home advising parent/guardian the student has been deemed a habitual truant by the State of California. The parent/guardian will then be scheduled to meet with site administration and sign a truancy contract. If truancy continues, the student may be referred to the Student Attendance and Achievement Review Team (SAART).

Truancy - What does the law say?

California Law states: "Each person between the ages of 6 and 18 years not exempted under the provisions of this chapter or Chapter 3 (commencing with Section 48400) is subject to compulsory full-time education. Each person subject to full-time compulsory education not exempted under the provisions of Chapter 3 (commencing with Section 48400) shall attend the public full-time day school or continuation school or classes for the full time designated as the length of the school day by the governing board of the school district in which the residency of either the parent or legal guardian is located and each parent, guardian, or other person having control or charge of the pupil shall send the pupil to the public full time day school or continuation school or classes for the full time designated as the length of the school day by the governing board of the school district in which the residence of either parent or legal guardian is located. Unless otherwise provided for in this code, a pupil shall not be enrolled for less than the minimum school day established by law."

Pets/Animals on Campus

Animals, pets or otherwise, are not allowed on campus at any time unless the administration gives prior permission for a class project.

Visitors/Guests

No student guests are allowed on campus. College Connection and independent-study students may use the library or cafeteria after checking in at the attendance office. All visitors MUST check in at the attendance office before being granted permission to be on campus.

Tobacco/Vaping on Campus

Education Code section 48901 was amended in 2016 to prohibit smoking and tobacco products on campus and at school events, and defines "smoking" and "tobacco products" as they are defined in Business and Professions Code section 22950.5. The latter code section's definition of "smoking" includes "the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form," while its definition of "tobacco product" includes "[a]n electronic device that delivers nicotine or other vaporized liquids."

Completion of Work Missed by a Suspended Pupil

Teachers shall provide pupils with make-up assignments and tests missed during a suspension.

Graduation

Any senior who violates Education Codes 48900 a, b, c, f, or g after the first day of May through the graduation ceremony will not be able to take part in the graduation ceremony. Other 48900 violations may result in the same penalty at the discretion of the site administrators.

Guidelines for Dancing at School Dances

1. Dance moves shall not perform or simulate any sexual activity (for example, "grinding")
2. Administrators and chaperones have final say in the matter.
3. Any individual removed from the dance for violating these guidelines or school rules will not receive a refund of their money.
4. Any student not willing to follow the above guidelines should choose not to attend.
5. Any student attending and not following these guidelines will be removed from the dance and will not be allowed to participate in the next dance. In addition, your parent will be contacted before you are allowed to leave. If a student is defiant, the student may be subject to other disciplinary action including, but not limited to, school suspension.
6. Individual schools may require students to have a signed dance contract before being allowed to attend school dances.

Dress Code

Specific Clothing/Accessory Restrictions

1. Students should maintain a high degree of **cleanliness in personal hygiene and clothing**. California Code of Reg. Title 5, Section 302, Reg. 77.
2. Bib overalls: All straps must be fastened over the shoulder. Buttons on sides near the hips must be fastened.
3. All clothing must be worn right-side out and must have appropriate hems. Clothing that is deemed distracting is not allowed on campus. "Distracting" will be the call of your teachers, administrators and other school staff.
4. Shorts, skirts and dresses must be at appropriate length. Those that are deemed distracting are not allowed on campus.
5. "Distracting" will be the call of your teachers, administrators and other school staff.
6. Hats: School personnel have the authority to confiscate hats and other types of headgear that they deem objectionable, disrespectful, or gang-related. Students wearing hats in classroom is the call of the individual teacher.
7. Sunglasses may not be worn in classrooms.
8. Shoes or sandals must be worn at all times (no bare feet).

Prohibited Clothing and Accessories

1. Tops: sheer or see-through tops, braless outfits, tube tops, strapless garments, open back tops, camisoles, or open side tops for boys or girls. Excessive cleavage and midriff cannot be displayed. Clothing that is deemed distracting is not allowed on campus. "Distracting" will be the call of your teachers, administrators and other school staff.
2. Sagging or intentionally pulled down clothing and oversized pants without belt at the waist.
3. Bandanas or hairnets of any kind or color. Do-rags must be black or white only.
4. Clothing or accessories considered by school administration or law enforcement to denote gang affiliation are prohibited. This includes gang name or writing (script initialing) on clothing or body. Gang related tattoos must be covered. Since gang attire varies and can consist of more than two items of the same color, this will be the call of the administration.
5. Wearing the hood up on hooded sweatshirts is not allowed in any classroom.
6. Dangerous accessories such as chains, spiked collars, wristbands, jewelry or rings. The teachers, administrators, and other school staff will make the determination if an item is dangerous.

7. Clothing or accessories with sexually suggestive pictures or messages, or messages that promote or symbolize the use of alcohol, tobacco, drugs or violence. Racially divisive symbols are not allowed on clothing or accessories.

Violations of the Student Dress and Grooming Code

If a student is suspected of violating the dress and grooming code, the violation should be reported to the appropriate administrator. If the administrator or his/her designee determines that the student is in violation, the student shall be asked to remedy the violation by one of the following solutions:

1. Obtain acceptable clothing from the student's PE locker; from those items donated from parent volunteers; or purchase clothes from the student store.
2. Contact parent to bring acceptable clothing to the student (student will wait in administrator's office, and the parent must be forthcoming within a reasonable period of time).
3. Parent may contact the attendance office to obtain an off-campus pass to then allow student to go home and change into acceptable clothing.

If the violation cannot be remedied, the student will remain in the office for the remainder of the school day or until the situation can be remedied. Students habitually violating the dress and grooming code will be subjected to further disciplinary action as stated in the Oroville Union High School District Violations of Discipline Code.

Discipline

The District's goal is to ensure that it provides all of its students with schools that are safe and that have an environment that is conducive to learning. The District is committed to nondiscrimination in discipline and to treating all students fairly and equitably in the administration of discipline, without regard to race, color, or national origin. It is critical that students learn and are reinforced in appropriate behavior so that they are engaged in the District's education program, rather than its disciplinary system. Therefore, to the maximum extent possible and permitted by and consistent with the law, the District strives to adopt and implement student discipline policies that equitably implement research-based alternatives to exclusion; and use exclusionary discipline only as a last resort.

Referral of students from the classroom environment for misbehavior should be avoided. To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have been documented and have failed to bring about the proper conduct and it is permitted by law. In no circumstance should a student be suspended for tardiness or truancy. Schools shall follow the guidelines of discipline and suspensions in the Student Discipline and Intervention Matrix.

Classroom-based strategies include but are not limited to:

1. Explicit re-teaching of behavioral expectations
2. Separating students
3. Writing an apology letter
4. Assignment of additional tasks
5. Phone call to parent
6. Keeping students after class
7. Restorative conference with student(s) or class
8. Creation of a positive behavior contract

9. Conference with student
10. Conference with parent and the student

Parents should be notified if there is an escalating pattern of misbehavior that could lead to classroom or school removal. Students who exhibit a pattern of misbehavior should be provided more intensive support and interventions.

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians.
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling.
3. Convening of a study team, guidance team, resource panel, or other intervention-related team (PBIS) to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians.
4. When applicable, referral for a comprehensive psychosocial or psycho-educational assessment, including for purposes of creating an individualized education program or a Section 504 plan.
5. Enrollment in a program for teaching pro-social behavior or anger management.
6. Participation in a restorative justice program.
7. A positive behavior support approach with tiered interventions (see list at the end of this document) that occur during the school day on campus.
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably.
9. Participation in a program that is sensitive to the traumas experienced by a student, focuses on their behavioral health needs, and addresses those needs in a proactive manner.
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
11. Return to Excellence process that provides an opportunity to rebuild the teacher/student relationship after a behavioral infraction.

12. Structured Day modification of a student's schedule that allows the students to participate in the instructional day but with specific structures and constraints.
13. Reflection Room on-campus alternative to ISS that provides students with immediate and specific interventions in an attempt to develop resolutions that enable students to return back to the learning environment.
14. Detention after school hours as provided in the section below entitled "Detention After School".
15. Community service as provided in the section below entitled "Community Service".
16. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities.
17. Reassignment to an alternative educational environment.
18. Suspension and expulsion in accordance with law, Board policy, and administrative regulation.

For students who have been suspended, expelled, transferred, or who are returning from alternative disciplinary placements or periods of incarceration, staff shall employ individualized efforts and strategies that seek to reintegrate students within the school community, including counseling, tutoring, and other educational services.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

Corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment.

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day.

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs.

Students shall remain under the supervision of a certificated employee during the period of detention.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during non-school hours, on school grounds, or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs.

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension. (EC 48900.6)

Annual Notice to Parents/Guardians and Students

The annual Discipline Plan is posted on the district's website (www.ouhdsd.org) under the Parents/Students tab and is also included in the annual online student registration system.

Staff shall identify the predominant languages spoken by the District's Limited English Proficient parents/guardians (LEP) and English language learners (ELLs). For those languages, the District shall create written translations of all the district's discipline policies, practices, procedures, and discipline notices and related documents. For LEP parents/guardians and ELLs who speak other less common languages, the District shall also provide oral interpretation of these documents upon request.

Student Discipline Matrix

Rev 6/12/20

Behavior / Offense	Recommended Intervention	Out of School Suspension # Days	Social Probation	Referral for Expulsion	Notice to Police
* LEVEL 1 *					
Dress Code Violation (Including PE) 49* or *50	One or more appropriate Tier I interventions	No		No	No
Technology violation (i.e. using cell phone/Chromebooks in class without permission) 24*					
Use of Profanity or vulgarity (not directed towards adults), Abusing Language or Materials 10*					
Misconduct on School Transportation 37*					
Cheating 81* or 45*					
Failure to follow directions (all grades)/ Disrespectful Behavior 34 *or 36*					
Cutting class or repeatedly truant 25*					
Offensive Social Behavior/Unsafe Behavior/Threats/Verbal Abuse 42*					
Repeated failure to follow directions 34 * or *36					
Possession of tobacco/vape product 9*					
*** LEVEL II *** If Not Suspending, use Non-Suspendable Offenses Alpha Numeric Codes					
Repeated failure to follow directions (4-12) EC 48900 (k) 12*	Optional 1 day with documented interventions.				
Trespassing EC 48900 (k) 78*					
Offensive Social Behavior/Unsafe Behavior/Threats/ Verbal Abuse (teasing, name calling, excluding, giving dirty looks, gossiping) EC 48900 (q) 22* or *18					
Sexual Harassment Level 1 (verbal, written, or electronic comments that are sexually offensive or degrading) EC 48900.2 20*					
Attempt to Fight EC 48900 (a1) 1*					
Use of profanity toward district personnel EC 48900 (i) 10*					
Possession of firecrackers/fireworks (non-projectile) EC 48900(b) 3*					
Vandalism (under \$100) EC 48900 (f) 7*					
Using tobacco/vape device (EC 48900 (h) 9*					

Behavior / Offense	*** LEVEL III ***	*** If Not Suspending use Non-Suspendable Offenses Alpha Numeric Codes	Recommended Intervention	Suspension # Days	Social Probation	Referral for Expulsion	Notice to Police
Failure to follow directions when it causes an unsafe situation EC 48900 (k) 12*				Case-by-case basis depending on safety issue or mitigating factors			
Bullying/Harassment Level 2 (bullying based on race, disability, sexuality, and other protected classes, or pushing, poking, tripping, shoving or making threats) EC 48900 (r) 61* or 22*				Optional 1-2 days			
Stole or attempted to steal school or private property (not directly from a person but from an unattended location such as a backpack) (\$300 or more) EC 48900 (g) 8*							
Possessed, sold or attempted to sell drug paraphernalia EC 48900 (j) 11*							
Possession of a weapon i.e. knife (Non-Brandishing) 48900 (b) 3*					X		
Caused, attempted to cause, or threatened to cause physical injury to another person (not involving threats with weapons) EC 48900 (a)(1) 1*			Parent Consultation and one or more appropriate Tier II or Tier III interventions plus referral for Counseling				
Scuffle Level 1 Mutual combat resulting in minor injuries such as cuts, scrapes or instigating a physical altercation EC 48900 (a)(2) 1* or 2*							
Sexual Harassment Level 2 (touching that is uncomfortable, embarrassing, and/or offensive but does not arise to the level of sexual battery) EC 48900.2 20*				Optional 1-3 days	X		No
Intoxication EC 48900 (c) 4*							
Aid or abet the infliction or attempted infliction of physical injury EC 48900 (t) 19*						No	No
Intentional destruction of school property including graffiti or tagging EC 48900 (f) 7*				Optional 3 - 5 days			
Knowingly received stolen school or private property EC 48900 (l) *13				Optional 1 -3 days			

Behavior / Offense		Recommended Intervention	Suspension # Days	Social Probation	Referral for Expulsion	Notice to Police
If Suspending use Suspendable Offenses 48900 Codes		*** LEVEL IV *** If Not Suspending use Non-Suspendable Offenses Alpha Numeric Codes				
Tampering w/ School Safety & Security Equipment / False activation of fire alarm EC 48900 (f) 7*			Optional 3-5 days		No	Notify Fire Department
Fighting Level 2 One-sided fighting resulting in minor injuries such as cuts, scrapes EC 48900 (a)(1) or 48900 (a)(2) 2*			Optional 3-5 days	X		
Engaging in sexual behavior on campus EC 48900 (i) 10*						
Bullying Level 3 Severe or pervasive conduct, including online conduct, that has a substantially detrimental effect on physical or mental health EC 48900 (r) Offensive Social Behavior/Unsafe Behavior 61*		Parent conference plus one or more appropriate Tier III interventions		X	Permitted if secondary factors present	If force used was likely to cause great bodily injury or a deadly weapon was involved
Sexual Harassment Level 3 Severe or pervasive conduct of a sexual nature. Indecent exposure of self or others EC 48900 .2 20*						No (Note: Sexual battery must be reported to police)
Possessing and/or using marijuana (with no intent to sell) EC 48900 (c) 4*						
Possession of an imitation firearm such as a BB gun EC 48900 (m) 14*			Optional: 3-5 days	X	Not permitted for 1st offense of less than 1 ounce of marijuana; expulsions permitted for repeated offenses if interventions have failed or student poses a danger	No
Hazing EC 48900 (q) 18*		Parent conference plus one or more appropriate Tier III interventions	Case-by-case basis depending on safety threat or mitigating factors (i.e. removal of safety tip or modifying to increase deception)		Case-by-case basis depending on safety threat or mitigating factor	Yes

Behavior / Offense	Recommended Intervention	Suspension # Days	Social Probation	Referral for Expulsion	Notice to Police
*** LEVEL IV *** If Not Suspending use Non-Suspendable Offenses Alpha Numeric Codes					
Terrorist Threats EC 48900.7 23*					
Committed harassment, threats or intimidation against a student witness (including gang related behavior) EC 48900 (o) 16*					
Unlawfully offered, arranged or negotiated to sell any controlled substance listed in Ch.2 of Health and Safety Code; an alcoholic beverage or intoxicant of any kind and then either sold, delivered, or otherwise furnished to any person EC 48900 (d) 4*					Depends on nature of threats
Verbally threatening to cause physical injury with a weapon EC 48900 (a)(1) 1*		Optional, up to 5 days	X	Expulsion discretionary	X
Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, 289 of the P.C. or committed a sexual battery as defined in Section 243.4 of the P.C. EC 48900 (n) 15*			X		No, unless in possession of a weapon at the time of the threat
Committed or attempted to commit robbery or extortion EC 48922 (e) 6*	Parent conference plus one or more appropriate Tier III interventions	Mandatory, 5 days		X	Sexual assault / battery must be reported to police
Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription SOMA EC 48900 (p) 17*	Expected, 5 days if referring for expulsion			X	X
Arson EC 48900 (f) 17*		Optional 3 to 5 days			

Behavior / Offense	Recommended Intervention	Suspension # Days	Social Probation	Referral for Expulsion	Notice to Police
LEVEL V (Expulsion "Expected")					
Caused serious physical injury to another person except in self-defense (or fighting Level 3) EC 48915 (a)(1)(A) 62*				Expected unless administrator determines that expulsion should not be	Yes
Possession of a knife, taser, stun gun, or other dangerous object (brandishing a knife and possession of a firearm/explosive listed separately) EC 48915 (a)(1)(B) 63*				recommended under the circumstances or an alternative means of correction would address the conduct	
Possessing, selling/attempting to sell and/or using a controlled substance other than marijuana EC 48915 (a)(1)(C) 64*	One or more appropriate Tier IV interventions and Re-entry Plan	Expected, 5 days if referring for expulsion			If force used was likely to cause great bodily injury or a deadly weapon was involved
Committed robbery (taking property directly from someone) or extortion EC 48915 (a)(1)(D) 65*					
Committed or threatening an assault or battery on a school employee EC 48915 (a)(1)(E) 58*					Yes
District ONLY LEVEL VI (Mandatory Recommendation for Expulsion) District ONLY					
Possessing, selling, or furnishing a firearm EC 48915 (c)(1) 60*					
Brandishing a knife EC 48915 (c)(2) 66*					
Selling a controlled substance (see note 1 below) EC 48915 (c)(3) 67*	One or more appropriate Tier IV interventions and Re-entry Plan	Mandatory, 5 days		Mandatory	Yes
Committed or attempted sexual assault or battery EC 48915 (c)(4) 59*					
Possession of an explosive EC 48915 (c)(5) 68*					
After each suspension a student shall meet with a counselor, administrator, PBIS Team, or Instructional Support Team.					
* Suspendable Offenses use 48900 Codes					
* Non-Suspendable Offenses use Alpha Numeric Codes					

Tiered Interventions

PBIS (positive behavior interventions and supports) is an architecture for addressing behavior through the prevention-oriented structuring of research-based interventions and supports in a hierarchical and progressive manner for the purpose of improved behavioral and academic outcomes.

Tier I Interventions

Breaks

- Break, moving position in class
- Have student take frequent breaks or activity
- Send student on errand
- Snack break
- Take a break

Consequences

- Avoid power struggles
- Call parent or note home
- Card Flip
- Clear, consistent, and predictable consequences
- Do unfinished work during recess or unstructured time
- Have student say a nice thing to the student they called a name
- Logical consequence
- Natural consequences
- Office referral
- Reflection sheet
- Remove from room
- Speak in calm and neutral tone
- Take away privileges
- Take away unstructured or free time

Praise

- The Praise Game
- Acknowledging positive behavior
- Praise student frequently
- Praise when cooperative and well behaved
- Praise when good attitude and involvement occur
- Praise when on task

Rewards

- Rewards, Simple Reward Systems, & Incentives
- Call parent or positive note home

Other

- Alternate Seating In Own Space
- Alternative modes of completing assignments
- Assign a buddy or partner
- Assign a classroom job
- Break down assignment
- Break down directions
- Call on student frequently
- Clear and concise directions
- Color coded folders
- Count to 10
- Daily planner
- Deep breathing
- Draw a picture or write in a journal
- Encourage interaction with a more self-confident student
- Engage student
- Explain assignment
- Explain directions
- Frequent eye contact
- Frequent home contact
- Give choices
- Have student repeat directions back
- Headphones
- Helping Students With Home Work
- Help student start assignment
- Ignore
- Individual work space
- Listen to music
- Model appropriate language
- More structured routine
- Move to new location in the classroom
- Non-verbal cues
- Organize materials daily
- Pause before giving a direction
- Provide a container for the student's belongings
- Proximity to students
- Reassurance
- Redirection
- Reduce assignment
- Reflective listening
- Review PBIS expectations and rules

Other (Cont.)

- Speak in calm and neutral tone
- Speak with student in hallway
- Stand while working
- Start Commands
- Stop, Walk, Talk
- Stress ball or fidget
- Talk one on one with student
-
-
- Touch base with student
- Touch student on shoulder
- Turn desk around
- Use calm neutral tone
- Use seating disk
- Use timer
- VELCRO® brand hook and loop fasteners on/under the desk
- Visual schedule

Universal interventions

- **75%-85%**
- **All settings, all students**
- **Preventative, proactive**

Tier 2 Interventions

- Alternatives To Suspension
- Behavior Contract
- Behavior Intervention Plan (BIP)
- Structured Breaks
- Check In Check Out (CICO)
- Classroom Management Support
- Counselor Referral
- Daily Behavior Form
- Forced Choice Reinforcement Survey
- Functional Behavior Assessment (FBA)
- Individual & Visual Schedules
- Mentoring
- Non-Verbal Cues & Signals
- Organizational Tools
- Peer Tutoring
- Response To Intervention (RTI)
- Reward System
- Self-Monitoring
- Sensory Tools
- Social Stories
- Teach Conflict Resolution Skills
- Teach Coping Skills

Tier 2 Interventions (Cont.)

- Talk Ticket
- Talk to parent
- Teach conflict resolution skills
- Teach coping skills
- Teach organizational skills
- Teach relationship skills
- Teach relaxation techniques
- Teach social skills
- Teach substitute words
- Teach Relationship Skills
- Teach Relaxation Techniques
- Teach Social Skills
- The Praise Game

Targeted Group Interventions

- **10%-15%**
- **Some students (at-risk)**
- **Culturally responsive environments**

Tier 3 Interventions

- Alternatives To Suspension
- Behavior Contract
- Behavior Intervention Plan (BIP)
- Behavior Meetings
- Structured Breaks
- Check In Check Out (CICO)
- Collaboration With Student's Physician and/or Mental Health Provider
- Counselor Referral
- Daily Behavior Form
- Forced Choice Reinforcement Survey
- Functional Behavior Assessment (FBA)
- Individual & Visual Schedules
- Mentoring
- Non-Verbal Cues & Signals
- No Passing Time
- Organizational Tools
- Peer Tutoring
- Response To Intervention (RTI)
- Reward System
- Seclusion & Restraint
- Self-Monitoring
- Sensory Tools
- Sexuality, Sexually Inappropriate, Sexualized Behaviors
- Social Stories

Tier 3 Interventions (Cont.)

- Teach Conflict Resolution Skills
Teach Coping Skills
- Teach Relationship Skills
- Teach Relaxation Techniques
- Teach Social Skills
- The Praise Game
- Time Out (Structured Time Out)

Intensive, individual, interventions

- 5%-10%
- Individual students
- Assessment based
- Intense, durable procedures



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent 
Date: July 31, 2020
Subject: Request Approval for Independent Contractor Contract

One of the requirements of the stipulated agreement with the Department of Justice is that OUHSD contract with a mutually agreed upon monitor.

The Superintendent is requesting Board approval to contract with Dr. Ramiro Rubalcaba for the 2020-2021 school year.

The cost of this agreement will not exceed \$30,000 and will be funded out of the general fund.

CONSULTANT AGREEMENT

This Agreement is made and entered into this 31st day of July, 2020 by and between **Ramiro Rubalcaba**, ("Consultant"), whose address is 1787 Athens Court, Claremont, California, 91711 and the Oroville Union High School District, whose address is 2211 Washington Ave., Oroville, CA 95966 ("OUHSD"), and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE CONSULTANT AND DURATION OF THE AGREEMENT

Ramiro Rubalcaba (Consultant) will provide up to ten (10) days of site visits and technical support that includes but is not limited to document review, coaching, professional development, qualitative and quantitative data analysis and other consulting services on School Climate, Culture, and Equity Improvement for the Oroville Union High School District (OUHSD) for the 2020-2021 school year, July 01, 2020-June 30, 2021. The visits, venues and times are to be mutually agreed upon by OUHSD and Ramiro Rubalcaba.

2.0 COMPENSATION

OUHSD agrees to pay Consultant \$2,000 per day for site visits and an hourly rate of \$250 for other consulting services as stated above. The cost of the services is inclusive of travel expenses and is not to exceed a total sum of \$30,000 for the duration of this agreement. Payment will be in the form of a check to be made payable to Ramiro Rubalcaba within sixty (60) days after the services are provided. Ramiro Rubalcaba is responsible for making his own travel arrangements.

3.0 RELATIONSHIP BETWEEN PARTIES

- 3.1 The Consultant, Ramiro Rubalcaba shall be an independent contractor during the period of performance under this Agreement and not an employee or agent of OUHSD. As an independent contractor, the Consultant shall be responsible for the payment of any taxes due on any monies received by him.
- 3.2 The Consultant will conform to and comply with all of the OUHSD rules and regulations and also all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in providing the services.
- 3.3 The Consultant and OUHSD agree to mutually indemnify and hold harmless the Consultant and OUHSD, its governing board, officers, agents and employees against any injury, loss, damage or other liability arising from the services performed by Consultant or from any breach of this Agreement.

4.0 CANCELLATION

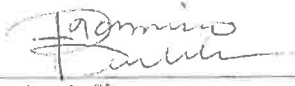
In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of OUHSD or the Consultant, both OUHSD and the Consultant shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above, except that OUHSD shall reimburse the Consultant of any expenses that are non-refundable or pay the fees associated with rescheduling the event. Both the Consultant and OUHSD shall provide at least a thirty (30) days notice of cancellation.

5.0 MISCELLANEOUS

- 4.1 This Agreement may be amended at any time by written amendments duly executed by the Consultant and OUHSD.
- 4.2 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement:

CONSULTANT

 07/31/2020
Consultant's Signature _____ Date _____
Printed Name: Ramiro Rubalcaba
Title: Monitor/Consultant
Consultant/ Speaker's
Federal Identification # or Social Security # 565-43-6260

OROVILLE UNION HIGH SCHOOL DISTRICT

OUHSD Representative _____ Date _____
Printed Name: _____
Title: _____
Date approved by Board if applicable: _____

OROVILLE UNION HIGH SCHOOL DISTRICT

Job Description

JOB TITLE: DIRECTOR-FACILITIES, INFORMATION TECHNOLOGY, AND TRANSPORTATION

SALARY LEVEL:	Confidential/Sup Schedule	DIVISION:	Confidential/Supervisory
DEPARTMENT:	Superintendent	LOCATION:	District Office
REPORTS TO	Asst. Supt./CBO		
APPROVED BY:	Board of Trustees	DATE:	

SUMMARY: Under the general direction of the Assistant Superintendent/CBO, oversees the facilities, maintenance, grounds, operations, transportation, technology and telecommunications functions of the District.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other related duties may be assigned.*

- Plans, organizes, coordinates and supervises the cleaning, maintenance repair, remodeling, transportation, technology, and telecommunications functions of the District.
- Determines operational policies, guidelines, priorities, and the scheduling and control of various ongoing and major projects.
- Plans, organizes, develops and implements operational procedures to ensure adherence to a cost effective and cost beneficial operational mode, and to ensure that appropriate quality control and performance standards are maintained.
- Plans, organizes and supervises mid and long range facility, grounds and equipment preventative maintenance programs, including implementation and maintenance of a systematized technology data management, storage and retrieval system.
- Plans, organizes and supervises a program of inspection and review of facilities and equipment, to ensure that potential safety hazards are corrected and prevented.
- Reviews, approves, requisitions and facilitates ordering for maintenance, operations, transportation and telecommunications supplies, materials and equipment.
- Plans, organizes, develops and maintains inventory control and expenditure control procedures.
- Participates and gives input in the budget planning process, including the determination of maintenance, custodial, transportation, and telecommunications operations materials, supplies, equipment and service needs.
- Monitors contractors providing related services to ensure adherence to project specifications, timelines and appropriate standards of performance.
- Counsels and advises District personnel and members of the education community regarding maintenance, operations, transportation and telecommunications operations related problems and concerns, including resolution of complaints and grievance issues.
- Assists personnel in resolving technical and unusual and usual maintenance, operations, transportation, and telecommunications operations related problems and concerns.

OROVILLE UNION HIGH SCHOOL DISTRICT
DIRECTOR-FACILITIES, INFORMATION TECHNOLOGY, TRANSPORTATION
PAGE 2

- Plans, coordinates and supervises the review, examination and testing of a variety of products and equipment, in determining product standards, and in the development of product bid specifications.
- Plans, develops and conducts personnel orientation and in-service training programs; evaluates the performance of maintenance, operations, transportation, and technology personnel.
- Assists in the conduct of various personnel management processes, including the recruitment and selection of maintenance, operations, transportation, and technology personnel.
- Administers the establishment of all bus routes, field and extra-curricular trips; all bus drivers, and records related to transportation to ensure safe and efficient operations.
- Ensures highest levels of safety and efficiency of student transportation, proper maintenance and repair of bus and passenger vehicle fleet; best practices and ongoing safety certifications with the California Highway Patrol.
- As the Superintendent's designee, visually inspects and approves all bus stops.
- Conducts accident investigations (e.g. reviews events, prepares and submits accident reports, etc.) for the purpose of complying with legal requirements and insurance carrier procedures.
- Serves as a liaison with California Highway Patrol
- Coordinates the District's participation in the E-rate program
- Attends and participates in board meetings as required.
- Answers emergency calls and monitors District radios at all times and takes appropriate actions to protect and preserve property.
- Other related duties as assigned.

KNOWLEDGE OF:

- Principles, methods, techniques and strategies pertaining to comprehensive maintenance, operations, transportation and technology programs
- Practices, procedures and trends of management, organization and supervision
- Equipment, materials and supplies commonly utilized in the cleaning and maintenance of school facilities, grounds, offices and equipment
- Current equipment, software, trends, and practices utilized to monitor an efficient and effective educational technology system.
- Legal mandates, policies, regulations and operational procedures pertaining to the maintenance, repair, construction, and cleaning of agency facilities and equipment
- Practices, procedures, techniques and strategies for determining operational effectiveness.
- Safe and sanitary working methods and procedures.
- Basic principles, methods, trends, procedures and techniques of a comprehensive pupil transportation program
- Legal mandates, policies, regulations and guidelines of a comprehensive pupil transportation and safety program
- State and Federal guidelines related to school transportation and vehicle maintenance.

ABILITY TO:

- Effectively and efficiently plan, organize and supervise the functions and activities of comprehensive maintenance, operations, transportation, technology and telecommunications programs
- Plan, organize, assign, supervise, and evaluate the functions and activities of maintenance, operations, transportation, and technology operational personnel
- Accurately estimate time and material costs
- Establish and maintain an effective technology data management, storage and retrieval system
- Prepare, interpret and work from plans, specifications, schematics, diagrams and drawings.
- Communicate effectively in oral and written form
- Understand and carry out oral and written directions with minimal accountability controls
- Establish and maintain effective organizational relationships
- Analyze and assess needs and offer recommendations relating to maintenance, operations, transportation and technology operations.

PHYSICAL DEMANDS:

- The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to sit use hands to manipulate, handle or feel objects, tools or controls, stand for extended periods, talk and hear. The employee will be required to ascend and descend stairs, ladders, stairs, scaffolding and ramps. The employee is occasionally required to climb or balance, stoop, kneel, or crouch.
- The employee must occasionally lift and/or move up to 75 pounds. If lifting more than 75 pounds, a partner must be used. Specific vision abilities required by this job include close vision, distance vision, color vision and the ability to adjust focus

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and skill is qualifying. A typical way to obtain the required knowledge and skill would be:

Experience:

- Four years of responsible experience in the construction, maintenance and repair of large buildings, grounds and equipment, including two years in a supervisory capacity.
- Two years transportation industry experience is preferred.

Education:

- Equivalent to the completion of an Associate of Arts or higher degree, supplemented by advanced training or coursework in organization, supervision and operational management.

LICENSE REQUIREMENT

- California Commercial Driver's Class B License with special School Bus Certificate (which requires a current Medical Certificate) or the ability to obtain within the first six months of employment.
- Ability to obtain appropriate certificates (i.e., asbestos, lead, etc.)
- California Department of Motor Vehicles printout of the employee's driving record required.

OROVILLE UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL/SUPERVISORY UNIT SALARY SCHEDULE
FISCAL YEAR 2020/21

Position (Monthly Salary)	Paid Days	A	B	C	D	E	7th	10th	13th	16th	19th	22nd	25th	28th	31st
Director of Facilities, Information Technology and Transportation*	260	6,859	7,202	7,562	7,940	8,337	8,587	8,845	9,110	9,383	9,665	9,955	10,253	10,561	10,878
Executive Assistant	260	4,435	4,656	4,889	5,133	5,390	5,552	5,719	5,891	6,067	6,248	6,437	6,630	6,829	7,032
Senior Personnel Technician	260	4,271	4,483	4,709	4,943	5,191	5,347	5,506	5,672	5,843	6,017	6,197	6,384	6,575	6,772
Senior Budget & Accounting Technician															
Payroll Technician															
Acct Payable & Purchasing Technician	260	3,580	3,759	3,945	4,144	4,349	4,479	4,613	4,753	4,894	5,042	5,193	5,349	5,509	5,674
Budget & Accounting Technician															
Receptionist/CBO Secretary	240	2,787	2,930	3,074	3,230	3,388	3,491	3,596	3,704	3,815	3,929	4,047	4,168	4,294	4,423
Position (Hourly Rate)	Paid Days	A	B	C	D	E	7th	10th	13th	16th	19th	22nd	25th	28th	31st
Food Service Director	240	27.96	29.26	30.73	32.29	33.87	34.88	35.94	37.02	38.14	39.27	40.45	41.66	42.91	44.20
Educational Services Technician	240	16.43	17.26	18.13	19.04	19.99	20.58	21.21	21.84	22.50	23.17	23.86	24.59	25.31	26.07

*Director of Facilities, Information Technology, and Transportation receives 20 Vacation days per year
Hourly equivalent rates are computed on the basis of a 40 hour week and 173.33 hours per month

Effective: July 1, 2020

Approved: June 17, 2020