



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Wednesday, September 23, 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, September 23, 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

President asks staff to introduce item
President opens item for public discussion
President closes item for public discussion
Board discussion

1. 2020/2021 Sufficient Instructional Materials (Simas)

Pursuant to Education Code sections 60119 and 60422(b), a public hearing is presented to provide the community with the information that sufficient textbooks and instructional materials in all subjects consistent with the cycles and content of the curriculum frameworks were distributed to all students in 2020/2021. The Principals have verified that they either have sufficient materials or that additional materials have been ordered. A resolution pertaining to this item will be acted upon later this evening.

2. Learning Continuity and Attendance Plan (Simas)

SB98 suspended the Local Control Accountability Plan Annual Update for 2020-2021 and established Ed. Code 43509. This addition to the code requires that all LEA's develop a Learning Continuity and Attendance Plan to mitigate difficulties caused by the COVID-19 pandemic. OUHSD has developed the Learning Continuity and Attendance Plan with stakeholder input. Ed. Code 43509 requires that a public hearing be presented to provide the community with information on the Learning Continuity and Attendance Plan. A resolution pertaining to this item will be acted upon as required by law at a special governing board meeting on September 30, 2020.

3. College and Career Access Pathways Partnership Agreement with Butte College (Willenberg)

This Partnership Agreement would allow the District to offer dual enrollment classes during the 20/21 school year. The classes that qualify are Intro to Animal Science (our Animal Science class) and Tractors and Crawlers (our Farm Management class). A Partnership Agreement pertaining to this item will be acted upon later this evening.

STUDENT REPRESENTATIVES REPORTS (None)

REGULAR BOARD AGENDA FOR SEPTEMBER 23, 2020

RECOGNITIONS AND PRESENTATIONS

4. Recognition of Retiree

Roberta Gibson (24 years) will be recognized for her retirement.

5. Presentation on Google Classroom, Kami and Screencastify

Keely Frazier, Brian Guthrie and Alisha Weliver will give a presentation on some of the programs being used for distance learning.

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.

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

6. Board Comments

7. Superintendent

8. Administration

9. Extending Distance Learning Through the Second Quarter

OLD BUSINESS (None)

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

- 10. Minutes from the August 19, 2020 Board Meeting**
- 11. Check Registers Dated 8/11, 8/13, 8/18, 8/20, 8/27, 9/1, 9/3 and 9/8**
- 12. Monthly Financial Report**
- 13. Donations to the Hall of Fame**
- 14. 20/21 Partnership Agreement with the Butte-Glenn Community College District for Dual Enrollment**
- 15. 20/21 Amended Contract with the County of Butte for Reduced SRD Services**
- 16. 20/21 Transportation Agreement with OCESD**
- 17. 20/21 Spring Consolidated Application**
- 18. Disposal of Equipment**
- 19. Blanket Health and/or Geography Graduation Waivers for New Upperclassmen**
- 20. First Reading of Board Policies and Administrative Regulations**
 - BP 0470 (COVID-19 Mitigation Plan)
 - AR 3514.2 (Integrated Pest Management)
 - BP/E 3515.21 (Unmanned Aircraft Systems (Drones))
 - BP/AR 5141.21 (Administering Medication and Monitoring Health Conditions)
 - BP/AR 5141.22 (Infectious Diseases)
 - AR 5142.25 (Tuberculosis Testing)

REGULAR BOARD AGENDA FOR SEPTEMBER 23, 2020

CONSENT CALENDAR (Cont.)

- BP/AR 5144.1 (Suspension and Expulsion/Due Process)
- AR 5145.13 (Response to Immigration Enforcement)
- BP/AR 5145.3 (Nondiscrimination/Harassment)
- BP 6146.4 (Differentiated Graduation and Competency Standards for Students with Disabilities)
- BP/AR 6159 (Individualized Education Program)
- BP/AR 6159.1 (Procedural Safeguards for Special Education)
- BP/AR 6159.2 (Nonpublic, Nonsectarian School and Agency Services for Special Education)
- BP/AR 7140 (Architectural and Engineering Services)

NEW BUSINESS

21. Granting of Hardship Leave for Employees Affected by the North Complex West Zone Fires (Willenberg)

Education Code allows Governing Boards of school districts to grant leaves of absence to employees. The District is seeking approval to allow all employees who were displaced by or lost their home in the North Complex West Zone Fire to apply for up to ten (10) days of hardship leave to handle personal business. If approved, the District will develop a form that will be filled out and submitted to the Superintendent for approval. **Recommend approval**

22. Variable Term Waivers (Willenberg)

Brendan Close and Regina Stafford are being employed under Variable Term Waivers for Specially Designed Academic Instruction Delivered in English (SDAIE) in order to serve English Language Learner students enrolled in their high school Agriculture courses, grades 9-12. These Variable Term Waivers will be used in conjunction with their Preliminary Designated Subjects Career Technical Education credentials in Agriculture and Natural Resources. This is a correction to the agenda item from the previous Board meeting. **Recommend approval of amended Resolution #4-19/20 and #5-19/20**

Enclosure

22. Agreement with Leaving the Village LLC (Willenberg)

The District is seeking approval of an agreement with Leaving the Village LLC to provide two days of training to instructional staff on Culturally Responsive Positive Behavioral Interventions and Supports (CR-PBIS) and Restorative Justice. The cost of the agreement is \$27,000 and will be funded by Title I. **Recommend approval**

Enclosure

23. Resolution Regarding Sufficient Instructional Materials for 20/21 (Simas)

The required Public Hearing on this item was held earlier in this evening and resolution is now being presented for adoption. **Recommend adoption of Resolution #5-20/21**

Enclosure

24. Distance Learning Attendance Plan and Weekly Engagement Plan (Willenberg)

Districts are required to develop a plan for recording daily in attendance while in distance learning mode as well as a plan for weekly engagement. **Recommend approval**

Enclosure

REGULAR BOARD AGENDA FOR SEPTEMBER 23, 2020

25. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

Oscar Rubio
Long Term Substitute
\$175 per day
Effective 8/17/2020

Josh Berry
Long Term Substitute
\$175 per day
Effective 8/28/2020

Garrett Louis
Teacher
Unit move from Step/Class 2/II \$53,663 to
2/III \$55,516
Effective 8/10/2020

Lisa Avila
Long Term Substitute
\$175 per day
Effective 9/14/2020

6th Period Options through 12/17/20 with possibility of continuance to 6/3/21

LPHS

Art 1–4th period–Rita Torres
Effective 9/1/2020
Welding–3rd period–West Upton
Effective 9/1/2020
English–6th period–Lisa Ross
Effective 9/2/2020
Spanish II–1st period–Zach Drysdale
Effective 9/2/2020
Music Appreciation–5th period–Michael Walker
Effective 9/2/2020

Classified

Cynthia Griswold
Bus Driver
Correction to effective date of unpaid leave of
absence
Effective 8/19/2020

Susan Swartz
Courier
Request for FMLA/CFRA Medical Leave
Effective 9/1/2020–10/13/2020

2020/21 Maintenance Substitute

Dennis Below

26. Items for Next Agenda

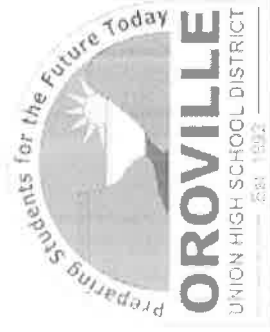
CLOSED SESSION

- **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 special board meeting scheduled for Wednesday, **September 30, 2020**, at 5:00 p.m. via Zoom.



Oroville Union High School District

Learning Continuity and Attendance Plan

2020–21

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oroville Union High School District	Dr. Corey Willenberg Superintendent	cwillenb@ouhdsd.net (530)-538-2300, ext. 1107

I. General Information

During the past three years, Oroville and the surrounding area has experienced three school closures due to natural disasters.

In February, 2017, heavy rainfall and flooding threatened the Oroville Dam spillways and forced the evacuation of the Oroville city area. 180,000 area residents throughout North State counties were evacuated at that time. School closures were mandated at that time.

On November 4, 2018, destructive wildfires ravaged the communities of Paradise and Concow, killing 86 people and destroying 95% of the structures in those towns. Approximately 20 families from the affected communities moved to the Oroville area and students enrolled in OUHSD schools. OUHSD counselors, social workers and staff supported displaced families during both of the above-mentioned disasters by providing food, clothing, shelter, and social emotional support at evacuation centers and in our schools.

On March 13, 2020, the state and county announced that Butte County schools would need to close on-site instruction and shift to a distance-learning format due to concerns related to the COVID-19 pandemic. OUHSD teachers and staff shifted to a distance learning format using Google Classroom for online teaching and providing paper resources to help students continue their academic growth. Our district adopted a "do no harm" approach to second semester grades, and we found that academic rigor and student attendance suffered.

OUHSD began plans during the summer of 2020 to prepare to reopen our schools for on-site instruction with CDE-required safety protocols in place. OUHSD planned to adopt a schedule that would allow for fewer students on campus on a given day and for additional deep cleaning between classes. On July 22, the State of California placed Butte County on the Monitoring list and, shortly after that time, OUHSD learned that schools would be ordered by the County Department of Public Health to open in a distance-learning format. As a result, OUHSD quickly shifted direction. OUHSD assembled a group of teachers to prepare and deliver professional development to teachers and para-educators on technological platforms to support distance learning. The OUHSD professional development team provided training on Zoom, Google Meet, and Google Classroom in addition to software such as Screencastify and Kami. OUHSD also provided professional development on transforming school culture and culturally and linguistically responsive teaching and learning in order to help to provide instructional staff with skills, tools, and the mindset to support all of our students experiencing increased social emotional needs brought on by the uncertainty of the pandemic.

On the extremely short time frame brought on by our district's sudden school closures, OUHSD developed and adopted a distance-learning schedule that includes an Advisory period for all students. The intent of this period is to provide support to all students, to help them remain engaged, and to help students to develop social emotional skills to deal with anxiety and stress caused by COVID-19.

OUHSD also developed a plan to improve upon our distance learning model from the spring of 2020. In a truncated time frame, we have offered professional development to enhance distance-learning and developed a process to distribute Chromebooks and mobile hot spots to students most in need of assistance with internet connectivity at home. OUHSD's intent in developing this plan was to support students and families living in the remote areas of our district who experience challenges with poor internet access. Additionally, OUHSD food service developed and initiated a plan to provide meals to district students daily in order to mitigate potential food insecurity that students may face.

II. Stakeholder Engagement

OUHSD emailed the draft Learning Continuity Plan to students, parents, site administrators, classified and certificated bargaining unit negotiating teams. In addition, OUHSD provided the draft plan to the Superintendent's Parent Advisory Committee and presented the plan in Zoom meetings to the District English Language Advisory Committee. A Zoom meeting link was emailed to stakeholders so that they could participate in the Zoom meetings. In addition, a flyer containing Zoom meeting links was created to advertise the meetings. This flyer was distributed to the African American Family and Cultural Center and to the Superintendent's Advisory Committee. These stakeholders were provided with a link to a Google form that collected feedback and suggestions provided by the different groups and were also asked to

email their suggestions to the Director of Education. Two open Zoom meetings were also held to discuss the plan and give input prior to presentation to the Governing Board. Stakeholder input was considered, discussed and/or added where possible.

In addition, OUHSD has regularly sought stakeholder engagement on a variety of school plans and improvement efforts. Although the current COVID situation has severely hindered our ability to hold meetings in-person, we have used a variety of strategies to solicit input into our Learning Continuity Plan from all stakeholders. In addition, we used the following strategies to gather input from specific stakeholder groups:

1) Students

- a) In spring, 2020, we communicated with students to get feedback on the distance learning experiences via survey and phone calls from teachers.
- b) Students have participated in Zoom board meetings to give their input on distance learning

2) Parents and families

- a) Throughout the spring and summer, parents were invited to share thoughts and concerns about COVID-era schooling via email and phone calls
- b) Parent input specific to online and distance-learning models of instruction was gathered through a series of surveys sent to parents in spring and summer of 2020.
- c) We will present the Learning Continuity Plan to our Superintendent's Advisory Committee (SAC) and District English Learner Parent Advisory Committee prior to September 16, 2020, for review and comment. As required, our superintendent will respond to all these comments in writing.
- d) Parents have been active participants in Zoom board meetings, as mentioned above.

3) Teachers and Staff

- a) Certificated and Classified bargaining units have met with district leadership and discussed the distance learning schedule and reopening logistics.
- b) Certificated and Classified staff were surveyed in mid July for they input on distance learning and returning to onsite instruction, including staff members' thoughts about maintaining healthy work environments on our campuses.

4) Stakeholders who speak languages other than English

- a) Our DELAC provides a forum for parents who speak languages other than English. The OUHSD Learning Continuity Plan will be presented to this body prior to September 16, 2020.
- b) Bilingual administrators and paraprofessional staff strive to keep Spanish and Hmong speaking stakeholders informed by translating notifications and other communication for the families

5) Stakeholders without access to the Internet:

- a) OUHSD has regularly used the automatic dialer system to communicate information via phone regarding school closures and learning models adopted
- b) The OUHSD Information Technology department has provided over 325 mobile hot spots to families in need of internet connectivity and provide technical support for all families who need assistance

- c) OUHSD social workers remain in contact via telephone with our most vulnerable stakeholders (students who are homeless, foster, or of low socioeconomic status) to provide assistance with their needs
 - d) OUHSD teachers have made telephone calls to students and parents since school closures in March, 2020 to offer support and check in on the well-being of our families
- We considered all stakeholder input before finalizing our Learning Continuity Plan. Stakeholder input was shared with our Governing Board regarding distance learning and reopening plans and schedules for the 2020-2021 school year before our schedule and calendar was adopted.

Description of options provided for remote participation in public meetings and public hearings.

OUHSD Governing Board meetings have been shifted to a Zoom format as a result of district closures due to COVID-19. During the Learning Continuity Plan development process, Zoom meetings were provided

Summary of the feedback provided by specific stakeholder groups.

Beginning in March, 2020, a series of surveys were sent to OUHSD parents, students, and staff to gather feedback about models of instruction for the 2020-21 school year. Feedback from the parent surveys, detailed below, illuminated a variety of concerns, ranging from social-emotional concerns to instructional models. Key trends identified from the parent surveys included

- a) Concerns about children's safety in returning to school: while 60.5% of parents surveyed preferred the traditional (pre-COVID) model of instruction, and were comfortable with in-person instruction that included Department of Health-recommended safety measures, another 32% preferred either a hybrid model, independent study, or distance learning.
- b) Concerns about academic progress during distance learning based on students' experience school closures that began in March, 2020.
- c) Concerns about social/emotional health related to loss of student social interaction with their peers
- d) Concerns about the loss of athletics and extracurricular activities during closures were also expressed
- e) Concerns about not knowing how to assist students with distance learning assignments
- f) Concerns about the academic and social progress of students with disabilities were raised when our Special Education case managers and paraprofessionals contacted their families via phone

General themes that emerged from staff feedback, gathered through the weekly Zoom meetings, written comments on Board meetings and websites, and emails to the superintendent and district staff, included

- a) Concerns about their own comfort levels related to personal safety and well-being if students returned to school
- b) Concerns about further learning loss if OUHSD was forced to move to a distance-learning instructional format
- d) Concerns about meeting the academic and social emotional needs of struggling students
- e) Concerns about childcare, and managing their own children's distance-learning experience

Among parents and teachers both, there are groups who feel strongly that students should go back into the classroom now, and those who feel strongly that it is not safe for students or teachers until the infection rate goes down in Butte County. In order to address stakeholders' stated needs, OUHSD offered parents and students the option of distance learning until October 9, 2020 or until state and county guidance allow for school reopening or a placement in the independent study program for the entire school year. As mentioned previously, many parents opted for the independent study program, which grew to over 300 students. OUHSD has increased staffing to accommodate the larger student population in that program, and staff were offered the opportunity to voluntarily transfer to independent study.

OUHSD is currently considering the new guidance from the state regarding on-site instruction in small cohorts for students with disabilities, English Language Learners, and our most vulnerable populations, including homeless and foster students.

Aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.

Nearly all aspects of the Learning Continuity Plan were influenced by stakeholder input. Specifically,

- a) The OUHSD in-person instructional model was developed in response to concerns about safety when we return to the classroom: by seeing only half their students at a time, it will be easier to maintain social distance
- b) Our distance-learning program was selected in response to feedback from parents and students that the academic program in the spring was not consistent and not always rigorous. Adopting and purchasing digital curricula for teachers was done with the intent of ensuring a standard and consistent education across the district, and mitigate further learning loss
- c) The OUHSD Center for Independent Studies was expanded to over 300 students so that parents and students could have access to paper instructional resources and gain stability in their instructional program for the entire school year. This option affords students the ability to remain on an independent study program rather than returning to on-site instruction and then, potentially having to shift again to distance learning if COVID-19 cases were to surge again.
- d) Parent and staff input about access to technology guided the aspects of our planning related to device accessibility, connectivity, and distance-learning professional development. When the Cares Act dollars were distributed, our district immediately began purchasing the necessary items needed for our online instruction and our hybrid schedule that includes synchronous and asynchronous instruction was developed to allow for social distancing when we reopen on-site instruction. Items purchases included curriculum, technology, and various additional resources to provide quality, consistent instruction and mitigate learning loss.

III. Continuity of Learning

In-Person Instructional Offerings

Butte County experienced its highest number of new COVID-19 cases on August 27, 2020 and remains in the purple band of the state's monitoring system. Our current situation precludes OUHSD from conducting on-site instruction for all students except for individual weekly meetings in our Center for Independent Studies; however, OUHSD is continuing to consider how to bring students most susceptible to learning loss back for on-site instruction as soon as our situation permits. OUHSD acknowledges that providing as much in-person instruction as can safely be delivered is an important means of addressing learning loss, especially for those students and families who are disproportionately impacted by school closures. OUHSD will give first consideration for the above-mentioned cohorts of students to receive transportation to school, with consideration given to the need for social distancing, enhanced cleaning and disinfecting, and personal protective equipment. OUHSD will also offer additional support time outside the school day in the form of small cohort tutoring and teacher office hours.

OUHSD adopted and implemented a schedule for in person and distance learning so that our students could more easily transition to on-site learning when our schools reopen. This schedule is designed to allow for maximum social distancing on our campus in order to provide our students, staff, and families with safe school environments. The schedule is a hybrid schedule allowing for synchronous and asynchronous instruction. In order to address the increased social emotional learning needs of our students, OUHSD implemented an Advisory period that is synchronous daily and that we plan to continue during onsite instruction. Our intent is to maintain a similar schedule throughout the school year, whether we provide onsite instruction or distance learning to our students. Teacher collaboration time is built into Fridays. Teachers also hold office hours from 1:15 p.m. to 3:15 p.m. on Mondays through Thursdays, and on Fridays between 10:15 and 3:15. The schedule also allows for servicing IEP's and 504 Plans for students with disabilities. A copy of the schedule can be found here:

<https://www.ouhsd.org/cms/lib/CA02222577/Centricity/Domain/8/DL%20Schedule.pdf>

OUHSD has developed plans and protocols to ensure student and staff safety, including the following:

1. Sanitation

- a) Hand Sanitizer dispensers placed in each classroom and in common areas of school grounds
- b) Daily disinfecting of high-volume touch points throughout campus
- c) Training for all staff on cleaning protocols to ensure maximum protection from the virus
- d) Enhanced disinfection and sanitation of buses

2. Personal Protective Equipment (PPE)

- a) Require protective facial coverings (masks or face shields) for all staff and students (as outlined in state and county guidance)
- b) Require PPE for food service workers and custodial workers

3. Health Screening

- a) Signage will remind the school community not to enter school grounds if they experiencing any symptoms of illness
- b) Families are recommended to take temperatures daily before sending children to school.
- c) Anyone with a fever of 100.4 degrees or higher may not go to a school site
- d) Students and adults should screen themselves daily for respiratory symptoms such as cough or shortness of breath, and not go onto a

school site if experiencing these symptoms.

4) Social Distancing

a) Social distancing signage will be displayed at all sites

b) Physical barriers may be installed in high traffic areas on campus where social distancing is not possible, such as front offices and cafeterias

c) Classroom equipment and furniture will be arranged for social distancing to the greatest extent possible

d) A modified instructional schedule will be implemented to reduce the number of students and staff on campus at any given time and to allow for increased social emotional learning.

e) Social distancing and other safety protocols will be required on OUHSD buses and vans

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

	Total Funds	Contributing
Personal Protective Equipment	\$8,000	No
Health Materials	\$4,000	No
Disinfecting Materials	\$10,000	No
Additional Hand Sanitizing Stations	\$9,000	No
		Yes
Plexiglass dividers		No

IV. Distance Learning Program

Continuity of Instruction

OUHSD will address the need for continuity of instruction by: 1) Focusing on our commitment to instructional rigor; 2) Prioritize depth of learning rather than coverage of content; 3) Prioritizing essential standards and learning; 4) Working to maintain the inclusion and engagement of every student; 5) Using formative assessments to identify gaps in student learning and adjusting instruction in order to address those gaps. The digital instructional resources and the newly adopted schedule will help to ensure a safe transition back to on-site instruction and ensure continuity of instruction and mitigation of learning loss. The current distance learning schedule will also allow for social distancing in our classes since the schedule divides students into A and B groups and assigns each group different attendance days. This means that only half of a school's total student population is on campus on a given day and each class will only have half of the typical number of students in attendance at a time. The schedule will also allow for increased and enhanced cleaning, sanitizing, and disinfecting each afternoon. Even after a return to in-person instruction, the OUHSD schedule will continue to provide both synchronous and asynchronous instruction, a fact which will also make the transition from distance learning to on-site instruction (and, in the worst case scenario, back to distance learning) an easier adjustment for students and their families.

Curriculum:

OUHSD students will have access to a variety of digital curricular resources many of which are similar to our existing paper resources and were purchased specifically to help mitigate learning loss during the uncertainty of the pandemic:

Odysseyware (Credit Recovery and Prospect High School)
College Preparatory Math (CPM).
Pearson MyPerspectives for English
Teachers Curriculum Institute (TCi) for Social Studies
McGraw Hill for Government and Economics
Electude and ICEV for Career and Technical Education classes
AP Calculus through Cengage Learning
Pearson MyPerspectives ELD resources
English 3D digital resources for English Language Learners
Rosetta Stone licenses for English Language Learners
AP European History through Cengage Learning
AP US History through Cengage Learning
RazKids for Special Education Classes
SANDI Assessment Platform for Special Education Classes

IXL Math for Special Education Classes
Read 180 for Reading Interventions
PLT4M for Physical Education classes

OUHSD will continue to purchase digital resources as they become available or are located.

OUHSD students will use Google Classroom including apps in the Google Suite to access their primary instructional materials during distance learning. Students are scheduled into courses that applicable and related to their courses of study and their academic goals as decided during discussions with OUHSD academic counselors. Parents can monitor students' attendance and academic progress with AERIES Parent Portal.

Scheduling:

At Las Plumas High School, Oroville High School, and Prospect High School, students will attend Advisory for 25 minutes of synchronous instruction daily. In addition to providing social emotional learning and support, Advisory is intended to provide daily live contact between teachers and students. Group A students attend period 1, 2, and 3 on Monday mornings and periods 4, 5, and 6 on Wednesday mornings. Group B students attend periods 1, 2, and 3 on Tuesday mornings and periods 4, 5, and 6 on Thursday mornings. Synchronous instruction days total 205 minutes per day including the 25 minute Advisory period. In the afternoons Mondays through Thursdays, students can attend teacher office hours for additional support. Friday mornings are for teacher collaboration and professional development and Advisory in the morning. Friday afternoons are for virtual office hours, IEP's and 504 Plan meetings. Teachers may also lesson plan during the afternoon on Fridays. Students are expected to engage in asynchronous learning that adds up to 35 minutes on synchronous days and 205 minutes on asynchronous days.

Special Education:

Students with disabilities will be provided access to a continuum of services as identified in their Individual Education Plan (IEP). Students with disabilities will have access to the general education environment during synchronous and asynchronous schedules within the general education learning models and as identified in their secondary schedules. Online learning platforms and instructional interventions are implemented to meet student IEP goals and objectives. Psycho-educational assessments will be administered individually and onsite with safety protocols such as use of personal protective equipment, Plexiglas barriers, hand-washing and sanitizing, and physical distancing. Professional Development sessions were provided to special education providers covering online instructional methods, instruction, and curriculum. Special education teachers will continue to have a case management period to manage their caseloads and provide additional support to students. Where appropriate, some students are provided with a tutorial support period when indicated in their IEP's. In addition, paraprofessionals provide additional support to students with disabilities via Zoom or telephone.

Access to Devices and Connectivity

During school closures that began in March, 2020, OUHSD recognized the importance of access to devices and connectivity. In March, 2020, OUHSD teachers surveyed our families to identify who struggled with connectivity and began planning to provide Chromebooks and mobile hot spots to those families. OUHSD purchased and prepared enough Chromebooks so that each student who needed one could receive one. To date, OUHSD has scheduled multiple Chromebook pickup dates at our school sites and we have distributed 1670 of these devices. In May and July, OUHSD surveyed parents about their experience with distance learning and their suggestions for how to improve instruction in this format. This feedback was used in planning for the likelihood of returning to school on a distance learning format. At the beginning of the current school year, OUHSD teachers surveyed their students in Advisory to determine which students needed additional technical support or had missed OUHSD summer communications about Chromebook and hot spot distribution. OUHSD has offered hot spots to families with poor connectivity either because of financial hardships or because of the location of their homes. We have also provided information about low-cost internet programs in our area.

To further assist with access to distance learning resources, the OUHSD IT department has created a technology support email for students and parents who need assistance with technology. Two I.T. staff members are working to assist our students with their technology questions. Because some of our families live in extremely remote areas of our county, OUHSD purchased 400 hot spots and has delivered 325 of them so far. OUHSD intends to purchase additional hot spots for students as the need grows and as the hot spots become available for delivery.

OUHSD social workers are also assisting students who have questions about how to get help with their technology or other needs.

Pupil Participation and Progress

The attendance expectation from the California Department of Education is that teachers will connect with students in daily, live interaction. To meet this requirement, students at LPHS, OHS, and PHS log into their Advisory class daily via Zoom or Google Meet after first period. Teachers take roll, engage with students, and present lessons related to success in school and social emotional wellness. Teachers track synchronous class instruction in AERIES as students log into Zoom or Google Meet class sessions on synchronous instruction days. During synchronous instruction, teachers present lessons, direct instructional activities, and explain the work to be accomplished on asynchronous days. Teachers assess student progress by monitoring work completed and identifying students who need additional support, intervention, reteaching, or acceleration to be offered during asynchronous time in the afternoon. Teachers will use breakout rooms on Zoom to facilitate smaller groups of students working together in a virtual environment.

To track attendance in our student information system, teachers and staff will indicate the following:

A--Absent: Student did not attend any synchronous or asynchronous activity in your class that day

B--Present Synchronous: Student attended Synchronous Instruction in your class that day

C--Present Asynchronous: Student fulfilled Asynchronous Instruction for your class that day

D--Present Contact with Student and/or Parent: Staff and Student/Parent connected outside of scheduled class time that day

E--Present, Connectivity issues: Student/Parent contacted staff to let them know about connectivity issues

F--Present, Not Engaged: The student 'checked in' but was not engaged on that day

Certificated staff will determine and track the time value of student work

Students at our Center for Independent Study receive paper study packets and meet once per week with their teacher to review their work and assess their progress. Many students opted for Independent Study because of their preference for paper packet work. Teachers monitor student performance each week and communicate with students and parents via phone, email and Zoom to make sure that students stay on pace.

Distance Learning Professional Development

OUHSD delayed the start of the school year by adopting a new calendar with a start date of August 17, 2020. This delay afforded our district the opportunity to offer the following professional development:

Transforming School Culture with Dr. Anthony Muhammad (July 30 and July 31)
Zoom, Google Meet, Google Classroom (August 6 and August 7; AAugust 11, 12, and 13)
Kami and Screencastify (August 12 and August 13)

Culturally Responsive Teaching and Learning with Dr. Sharroky Hollie (August 10)

Open Zoom meeting for staff technical support (August 14, 21, 18)

District Math meeting to address learning loss in distance learning

Quizlet (to be determined)

Pear Deck (August 6 and August 7)

Rosetta Stone (webinar trainings)

EdPuzzle (to be determined)

FlipGrid (to be determined)
Orange Slice (to be determined)

OUHSD will continue to offer additional distance learning professional development based on the needs of our students and a needs assessment of our staff.

Staff Roles and Responsibilities

Shifts in roles and responsibilities among classified staff have occurred due to the COVID-19 pandemic. Some teachers at our comprehensive and continuation schools have shifted to our Center for Independent Study to accommodate the growing number of requests for that program. Some para educators have temporarily shifted school sites due to a decrease in the need for paraprofessional support in some classrooms. Some paraprofessionals are no engaged in offering additional support to students online or via phone. Paras assigned as independence facilitators are attending synchronous classes with their students so that they are able to better support them during tutoring sessions outside of class. Paraprofessionals have received professional development in digital instructional resources and software and also provide technical support to their students.

Supports for Pupils with Unique Needs

English Learners will receive synchronous Designated English Language Development (ELD) instruction during their English Language Development classes using English 3D and Pearson MyPerspectives English Learning resources. English Learners with highest needs will be provided access to Rosetta Stone software for additional support with English Language acquisition. Integrated ELD will be provided during the synchronous instruction by SDAIE-trained teachers in every class. During Zoom meetings, teachers will use strategies so all English learners can access the curriculum. Special Education services will be provided to all students with an Individualized Learning Plan (IEP). The majority of these services will be taking place in the afternoons and during case management periods. OUHSD social workers and our Foster Youth Liaison will support the needs of our foster youth and homeless students. Additionally, OUHSD Education Services staff and our Food Service Department provides support to homeless and foster youth. All OUHSD students, including foster and homeless youth, will have access to daily school meals that they can pick up and take home. OUHSD is considering a plan to provide small cohort instruction for students with disabilities, English Language Learners, and homeless and foster youth, and will implement this plan when county and state requirements permit.

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

	Total Funds	Contributing
Laptops, webcams and projection devices for teachers and support staff	\$251,000	Yes

	Total Funds	Contributing
Development of Advisory social-emotional curriculum		Yes
Training for teachers and paraprofessionals	\$125,000	Yes
Collaboration for teachers to plan and develop lessons	\$156,000	Yes
Digital curriculum resources	\$145,000	Yes
Purchase of video conferencing, screen recording and digital classroom licenses	\$22,000	Yes
Chromebooks for all students	\$169,000	Yes
Expansion of traditional independent study program	\$926,000	Yes
400 T-Mobile Hotspots	\$73,000	Yes
		Yes
		Yes
		Yes
		Yes

	Total Funds	Contributing
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes

V. Pupil Learning Loss

OUHSD is expecting learning loss, but we believe that the steps we have taken to shift to digital curriculum, to train teachers and staff on online instructional strategies, and to focus on connecting with our students and families to keep them engaged will help to minimize that learning loss. We will also work to mitigate learning loss by carefully assessing where each student is academically compared with his or her peers and with district benchmarks in English, Social Studies, Mathematics, and Science. These district assessments will be administered quarterly in English, Social Studies, and Math. English Learners will be assessed using the ELPAC initial and summative tests during the regular (once yearly) testing windows. In addition, OUHSD will use the Measures of Academic Progress (MAP) assessments to determine students' academic progress as compared to students in their grade level nationwide. The MAP assessments will be used during the second semester in English and Math. OUHSD will support students based on data gathered in these assessments. Student performance will be measured regularly, using the assessments that are a part of the curricula and using formative assessments. Teachers will analyze the data from these assessments and determine which students need additional support or enrichment, just as teachers used assessment data to inform their instruction previous to COVID-19 school closures. Teachers will also have a block of time each afternoon to provide support and enrichment to students. Teachers will also use assessment results to structure their asynchronous instructional time to individual student needs, with attention given to English Language Development, English Language Arts, and mathematics.

Pupil Learning Loss Strategies

Asynchronous learning time is designed to provide interventions and one-on-one or small group time to mitigate learning loss. Both teachers and paraprofessionals will be working in this capacity during the asynchronous time. Designated ELD instruction will be delivered during synchronous time with additional support available during integrated time. Asynchronous time will afford additional opportunities for English learners, foster and homeless youth, and students with disabilities. Our Foster Youth Liaison will be an on-going support to ensure that our foster youth and homeless have an advocate who is looking after their academic and social-emotional needs. Students with exceptional needs will be supported as designated on their IEPs during asynchronous learning time as well. Low-income pupils and families will be supported in accessing the internet to take part in distance-learning, through mobile hot spots and low cost internet services described earlier. Social workers and counselors will support low-income and other pupils and families with connectivity and other issues.

Effectiveness of Implemented Pupil Learning Loss Strategies

Staff providing interventions and small-group instruction will measure the effectiveness of these services by assessing student academic progress. The metrics to be used will include:

IEP goals and objectives

Formative and summative assessments delivered by staff
 Quarterly District benchmarks in English, Social Studies, Science, and Math using IO Assessment where possible
 Quarterly and semester progress reports

These assessment results will be reported through Google Classroom and AERIES. Parents and students will be able to see these results in real time by using AERIES portal accounts.

In addition, OUHSD will measure the effectiveness of the services offered by tracking student attendance data, by gathering information from TOSA's on why students miss school, and by comparing the number of D's and F's this year with the data from previous years. Strong student attendance data, grade data, and daily engagement data will show that our efforts to support students have helped to mitigate learning loss.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

	Total Funds	Contributing
Synchronous instructional supports offered by teachers and paraprofessionals		Yes
Asynchronous (afternoon) instructional supports provided by teachers and paraprofessionals		Yes
Teacher phone and Zoom check ins		Yes
Development and implementation of a tiered system of interventions for student engagement and participation issues		Yes
Benchmark assessments in English, Social Studies, Science, and Math with IO assessment where possible.		Yes
TOSA and school resource officer home visits for students at risk of losing contact with school staff.		Yes

	Total Funds	Contributing
OUHSD social worker and counselor contact with homeless and foster youth to support engagement and participation		Yes
ELPAC initial and summative assessment for English Learners		Yes
Measures of Academic Progress (MAP) Assessment in English and Math will be administered once during second semester		

VI. Mental Health and Social and Emotional Well-Being

OUHSD is committed to improving social emotional learning to promote mental health and support our students and their families with the trauma induced by the recent and frequent natural disasters mentioned earlier and by the current pandemic. OUHSD teachers, counselors, social workers, and administrators have implemented our new advisory period as a way to provide for the social emotional well being of our students. While the advisory work group is currently developing social emotional instructional resource, we are also assembling and evaluating social emotional learning curriculum and OUHSD will purchase the agreed-upon materials as soon as possible. Advisory teachers are currently offering their students instruction on mindfulness, online and in-person study skills, digital citizenship, mindset, and health habits. In addition, our teachers have had students engage in a daily check in and have surveyed students on their needs related to technology or personal matters. Social Workers utilize the Care Solace platform to coordinate mental health services for students, families, and staff. Social workers are also coordinating social emotional services for staff through our Employee Assistance Program. Social workers and the district Homeless/Foster Youth Liaison also provide support for students in need. OUHSD will continue to find ways to support the mental health of our students, families, and staff and to support our most vulnerable stakeholders.

VII. Pupil and Family Engagement and Outreach

Since the beginning of the 2020-21 school year, teachers have kept track of students who are not attending or participating. Teachers have maintained communication with our students who need additional support with staying engaged. OUHSD social workers, TOSA's, and counselors have also maintained communication with teachers to stay informed about students who are not engaged or participating. OUHSD TOSA's and school resource officers have conducted home visits to make contact with struggling students and will continue to do so. Hmong and Spanish-speaking administrators and staff are also involved in reaching out to students and their parents in order to facilitate communication and offer support. For additional outreach to students, our Foster Youth/Homeless Liaison will play a pivotal role. OUHSD will monitor attendance carefully during synchronous and asynchronous instruction and in the Independent Study program to ensure continued student participation and engagement. OUHSD has developed a tiered intervention process to systematize responses to student attendance, engagement, and participation. Teachers and social workers will maintain contact with families via Zoom, Google Meet, and telephone. Teachers on Special Assignment (TOSA's) and school resource officers will conduct home visits when families cannot be contacted via other means for 3 days or more. OUHSD will assess the effectiveness of these strategies by monitoring student attendance, participation, and engagement on a monthly basis. School site administrators, counselors, and social workers will also monitor individual student attendance and intervene when students and families need assistance.

The first week of advisory was dedicated to having students get to know each other and their teachers. Students also have completed a daily check in sheet to allow teachers and staff monitor the status of students' physical, social, and emotional well being. During the first two weeks of the school year, teachers and other staff provided technology support to make sure that students can use their district-provided Chromebooks to connect to the internet and access each of their Google Classrooms.

The Oroville Union High School District will continue to provide engagement and outreach to students who are absent from distance learning. OUHSD will use our tiered re-engagement strategies for pupils who are absent from distance learning. Teachers are keeping daily attendance in their classes. When teachers see that students are not attending, the following support tiers will be put in to place:

Tier 1 (1 or 2 missed interactions during the week): Teacher will contact student/family via phone, video conferencing, text, or email

Tier 2 Personalized Intervention -- (3 missed interactions during the week): Site attendance staff notifies parents of absences, confirms contact information, calls contacts listed in AERIES)

Tier 2 Early Intervention -- (4 or more missed interactions during the week, or 5 missed interactions during a month): Teacher on Special Assignment (TOSA) checks all contacts, including friends, neighbors, social media; TOSA identifies barriers to engagement and facilitates

resolutions; TOSA determines the SEL or other needs of the student; TOSA sends letter or postcard home; TOSA refers the student for further supports and services (from counselors, Foster/Homeless Youth Liaison, or social workers)

Tier 3 Intensive Support -- (5 missed interactions per week or 12 or more missed per month): Assistant Principal/TOSA/Supervisor of Attendance contacts student across all modalities; AP/TOSA/School resource office conduct home visit; Attendance Staff sends Chronic Absentee letter; Student is invited to SAART; Referral to police for a welfare check

VIII. School Nutrition

OUHSD Nutrition Services will be serving sack meals for breakfast and lunch to all students free, reduced, and paid. This model will allow us to accommodate both in-person instruction and distance learning. OUHSD recently learned that we are able to continue with the Summer Feeding model that was put in place after school closures in March, 2020. This means that students will not need to be identified in order to receive meals. OUHSD will serve nutritious food to any student under the age of 18.

Meals will be served daily at each of OUHSD school site from 12:30 p.m. to 1:30 p.m. Also, OUHSD bus drivers will also be delivering meals to hubs throughout the community to our students so that students in remote areas receive their meals as well. Parents may also pick up their children's meals but they must have the student's ID number. The community hubs where meals will be delivered are as follows:

Axiom Center	12:40 - 12:55
Bangor Park	1:30 – 1:45
Berry Creek School	12:45 – 1:00
Honcut School	12:40 – 12:55
Live Spot	12:20 - 12:35
Palermo School	1:20 – 1:35
Wagon Wheel Market	1:30 – 1:45

OUHSD will also evaluate whether delivery of meals to individual student homes is feasible on a limited basis.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
N/A	N/A		

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
24.12%	\$4,750,008

Required Descriptions

This Learning Continuity Plan describes how the Oroville Union High School District will specifically support and meet the needs of our unduplicated students (such as foster and homeless youth, English learners, low-socioeconomic students) in addition to all other students. All actions in the plan are principally directed and required to serve our students most in need. The natural disasters during the past three years have helped OUHSD to take steps such as hiring an additional social worker and increasing staffing of psychologists in special education to bolster our support system for our most at risk students. OUHSD added Teachers on Special Assignment at the beginning of the last school year to help with school connectedness and student attendance. These resources brought on by the emergency situations our region has faced will help us to support all students during the COVID-19 pandemic. Our district has continued to consider ways to support the needs of all students who may have lost learning and have been lacking the support school

provided prior to the pandemic. We have purchased online curriculum, intervention materials, Special Education curriculum, headphones, and English Language Development (ELD) curriculum in addition to Chromebooks and mobile hot spots to resolve connectivity issues and taken these actions specifically to address the needs of these student groups.

Actions Related to Technology Access for Low Income, Foster Youth, and Homeless Students

We have continued to focus on all actions related to technology access as they contribute to the increased or improved service requirement. It was evident that we had some students from low-income families struggle to access instruction last spring. OUHSD has provided these students with access to digital learning devices and internet connectivity through the distribution of hot spots. We do believe this will be a large part of mitigating learning loss as well as allowing for daily interaction with teachers and staff, thus keeping students engaged in learning and school.

Actions Related to Mental Health and Social-Emotional Well-being

We have continued to focus on all actions related to our supports for mental health and the social-emotional well-being of our foster youth, English learners, low-income students, and all students. Since Butte County has had so much trauma and change in the community these past two years, we are highly aware that our under-served children need our continued supports. Our Foster Youth/Homeless Liaison and our social workers, counseling staff, and TOSA's have already been working to make connections with families in need since the Camp Fire that devastated Concow, a community in the OUHSD service area. Our mental health staff and teachers will continue to reach out to families as well to offer supports in the community or through the schools. Additionally, we have implemented our advisory program and are developing and purchasing social emotional resources to be utilized there for the benefit of our students.

How services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

It is our goal to have the actions above result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services that OUHSD provides to all students. To improve services means to grow services in quantity. With the Learning Loss Mitigation funds, we are making every effort to meet or exceed the percentage of increasing or improving services.

While all students may receive some of the services, the actions and services provided are principally directed at increasing or improving services and outcomes for the neediest students. Based on annual reviews of programs, we believe no action provides a disproportionate increase or improvement in services for the 27.14% of students not included in the foster youth, English Learners, or low-income student groups. Leading indicators are monitored and reported internally with unduplicated student groups to ensure the focus and determination of effectiveness remains centered on outcomes for these students.

Some specific examples from this plan include:

- Purchase of digital and other curriculum targeted at supporting unduplicated students, but beneficial to all students
- Connection to social emotional resources by counselors, social workers, Advisory teachers, and outside agencies

- Delivery of meals to hubs in remote areas of our district
- Increased targeted support to English Learners and students with disabilities during teacher office hours
- Distribution of Chromebooks and mobile hot spots to reduce the effects of connectivity problems
- Support for technology issues in Hmong and Spanish
- Support with attendance, engagement, and participation in Hmong and Spanish
- Planning underway to implement cohort instruction for unduplicated students when permitted by state and county health departments
- 4 additional contract days for teachers for professional development and collaboration related to supporting unduplicated students
- Measures of Academic Progress (MAP) assessment platform to determine student progress in Math and English and used to identify students in need of interventions in those subjects
- MAP results as a component of the English Learner reclassification process
- Funding of the District English Learner Coordinator period
- Funding of the designated support classes for English Learners
- Expanded library hours to provide students with wifi and internet connectivity and library access (when onsite instruction is permitted)



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT**

APPENDIX

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between **Butte-Glenn Community College District** ("College") and **Oroville Union High School District** ("School District"); and

WHEREAS, the College and the School District agree to record College and School District specific components of the CCAP Agreement using the CCAP Agreement Appendix to specify additional detail regarding, but not limited to: the total number of high school students to be served; the total number of full-time equivalent students projected to be claimed by the College for those students; the scope, nature, time, location and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. (Ed. Code, § 76004, subd. (c)(1))

NOW THEREFORE, the College and School District agree as follows:

1. CCAP AGREEMENT

- 1.1. The College and School District entered into the CCAP Agreement on **July 1, 2018**, pursuant to action of the governing boards of the College and School District.

1.1.1. COLLEGE BOARD MEETINGS

Public Comment and Approval Board Meeting Date:	Agreement: 5/16/18	Appendix: 9/16/20
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1.1.2. SCHOOL DISTRICT BOARD MEETINGS

Public Comment and Approval Board Meeting Date:	Agreement: 5/9/18	Appendix: 9/16/20
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2. POINTS OF CONTACT

- 2.1. College and School District points of contact for this CCAP Agreement: (Ed. Code, § 76004 (c)(2))

COLLEGE

Name:	Tanna Neilsen	Title:	Program Administrator
Telephone:	(530)893-7586	Email:	neilsenta@butte.edu

SCHOOL DISTRICT

Name:	Paula Blaney	Title:	Executive Assistant
Telephone:	538-2300 x1107	Email:	pblaney@ouhsd.net

3. STUDENT SELECTION

- 3.1. College and School District shall adhere to the terms outlined in Section 3, Student Eligibility, Admission, Registration and Enrollment of the CCAP Agreement to select eligible students.

Required: Describe the criteria used to assess the ability of pupils to benefit from the courses(s) offered: (Ed. Code, § 76004 (c)(1))

SCHOOL DISTRICT counselors and pathway instructors select students based on academic readiness and alignment of course content to students' education and career goals.

4. **CCAP AGREEMENT EDUCATION PROGRAM(S) AND COURSE(S).** The College has identified the following: program year; educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR:	2020/21	EDUCATIONAL PROGRAM:	
SCHOOL DISTRICT:	Oroville Union High School District	HIGH SCHOOL:	Las Plumas High

ESTIMATED NUMBER OF STUDENTS TO BE SERVED: 60	TOTAL PROJECTED FTES: 6
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COURSE NAME	COURSE NUMBER	TERM	# OF SECTIONS	TIME	DAYS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Intro to Animal Science	AGS 40	FA20	1	7 - 3	M - F	Andree' Earley	☐ CC ☒ HS	☐ CC ☒ HS
Intro to Animal Science	AGS 40	FA20	1	7 - 3	M - F	Laura LaFayette	☐ CC ☒ HS	☐ CC ☒ HS
Tractors & Crawlers	AET 30	FA20	1	7 - 3	M - F	Brendan Close	☐ CC ☒ HS	☐ CC ☒ HS
							☐ CC ☐ HS	☐ CC ☐ HS

Required: Attach the course description for each course listed above. Each course description should include information regarding the nature and scope of the course.

5. **BOOKS AND INSTRUCTIONAL MATERIALS.** The total cost of books and instructional materials for School District students participating as part of this CCAP agreement will be borne by School District.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
N/A				

6. **REIMBURSEMENT.**

- 6.1. Use of School District Instructor. For those courses in which a School District instructor is responsible for the instructional services for a course offered as part of this CCAP Agreement, the College will reimburse School District as follows: **\$400.00 per completed section**
- 6.2. Invoicing Procedures. Within 30 days after the end of each academic term, the School District shall provide an invoice to the College for reimbursement implied in this CCAP Agreement Appendix. The invoice must specify the course name, course number, term, instructor and the number of students served.

7. **FACILITIES USE.**

- 7.1. College and School District shall adhere to the terms outlined in Section 13, Facilities, of this CCAP Agreement.

- 7.2. School District as part of Section 13.1 of this CCAP Agreement, shall extend access and use of the following School District facilities:

BUILDING	CLASSROOM	DAYS	HOURS
LPHS	2001	M – F	7 - 3
LPHS	2001	M – F	7 - 3
LPHS	2010	M – F	7 - 3

8. APPENDIX APPROVAL

- 8.1. The College and School District shall ensure that the governing board of each district, at an open public meeting of that board, shall present this CCAP Appendix, take comments from the public, and approve or disapprove this CCAP Appendix. (Ed. Code, § 76004, subd. (b))
- 8.2. Upon approval of this Appendix by the governing boards of both the College and School District, the College will provide a copy of this Appendix to the Chancellor's Office of the California Community Colleges prior to the start of the course. (Ed. Code, § 76004, subd. (c)(3))

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to the CCAP Agreement have executed this CCAP Agreement Appendix by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

By: _____
(Signature of person authorized to execute Appendix on behalf of College.)

Name: _____

Title: Vice President for Administration

Date: _____

OROVILLE UNION HIGH SCHOOL DISTRICT

By: _____
(Signature of person authorized to execute Appendix on behalf of School District.)

Name: _____

Title: Superintendent

Date: _____

TO BE COMPLETED BY COLLEGE ONLY

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

Initiating Department:	School Relations	Preparer's Name & ID:	TANNA NEILSEN / 3180821	Phone:	7586
Vendor Name:	OROVILLE UNION HIGH SCHOOL DISTRICT		Vendor ID:		
PO Description (Max. 25 characters):	CCAP AGREEMENT APPENDIX 2020-21				
Budget Code:	TBD	PO Amount:	\$1,200		
Contract Monitor Name (Person Who Approves Invoices):	TANNA NEILSEN			Phone:	7586
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:			

BUTTE COLLEGE

COURSE OUTLINE

I. CATALOG DESCRIPTION

AGS 40 - Introduction to Animal Science

3 Unit(s)

Prerequisite(s): NONE

Recommended Prep: Reading Level III; English Level III; Math Level II

Transfer Status: CSU/UC

34 hours Lecture

51 hours Lab

This course is a scientific approach to the livestock industry encompassing aspects of animal anatomy, physiology, nutrition, genetics and epidemiology. There will be special emphasis on the origin, characteristics, adaptation and contributions of farm animals to the global agriculture industry. Analysis of the economic trends and career opportunities in animal agriculture will be covered.

II. OBJECTIVES

Upon successful completion of this course, the student will be able to:

- A. Identify animal contributions to the development of human civilizations.
- B. Describe economically significant breeds of animals and their unique adaptations.
- C. Describe the function of the major body systems.
- D. Identify reproductive cycles and biotechnological principles of animal reproduction.
- E. Analyze genetic change through artificial/natural selection.
- F. Discuss nutritional needs for various body functions.
- G. Describe animal behavior as it relates to animal domestication, health and performance.
- H. Explain basic strategies for disease control, prevention and management.
- I. Utilize the scientific method to collect data, calculate production parameters and make scientifically-based management decisions.
- J. Identify and discuss current issues affecting animal agriculture.

III. COURSE CONTENT

A. Unit Titles/Suggested Time Schedule

	Lecture	
<u>Topics</u>		<u>Hours</u>
1. Introduction to animal agriculture		4.00
a. Career opportunities		
b. Importance of domestic animals to the world and to the United States		
c. Economic importance of animal agriculture		
d. Animal contributions to human needs		
e. Ethnic and cultural contributions to animal domestication		
2. Unique adaptations of various species		4.00
a. Natural selection vs artificial selection		
b. Meat animal use and production		
c. Fiber production		
d. Dairy production		
e. Recreational and companionship use of animals		
3. Anatomy and physiology		3.00
a. Identification of external anatomy for various species		
b. Analysis of body systems -- reproductive, respiratory, digestive, immune, circulatory		

4. Animal reproduction	3.00
a. Animal breeding systems	
b. Reproductive management and technology	
c. Fertility assessment	
5. Genetics	3.00
a. Introduction and review of genetic principles	
b. Gene modification and genetic interactions	
c. Genetic improvement and variation	
d. Inheritance and population genetics	
6. Nutrition	3.00
a. Classes of nutrients	
b. Feed identification and composition	
c. Livestock feeding management practices	
7. Animal behavior (ethology)	3.00
a. Behavioral characteristics	
b. Animal handling and safety	
c. Conditioning	
8. Animal health	3.00
a. Biosecurity	
b. Vital Signs	
c. Indications of health vs disease	
d. Common diseases	
9. The scientific method	3.00
a. Research in animal agriculture	
b. Developing a research model	
c. Humane treatment of research animals	
10. Issues affecting animal agriculture	5.00
a. Animal welfare issues	
b. Advances in biotechnology	
c. Governmental and environmental concerns	
d. Food safety	
e. Public policy and consumer awareness	
Total Hours	34.00

Lab

<u>Topics</u>	<u>Hours</u>
1. Beef and Dairy	3.00
2. Sheep and Swine	3.00
3. Meats lab, safety and processes	3.00
4. Grocery store - meat, cheese, butter, ice cream	3.00
5. Purebred Beef - Expected Progeny Differences (EPD)	3.00
6. Commerical cattle operation - weaning, castration	3.00
7. Dairy farm - production cycle	3.00
8. Milk processing - cheese plant	3.00
9. Sheep - lambing and handling	3.00
10. Purebred Sheep - production cyle	3.00
11. Swine - vaccination, selection, management	3.00
12. Poultry - quality of carcasses and eggs	3.00

13. Horse - production cycle	3.00
14. Selection workshop	3.00
15. Biotechnology and environmental workshop	3.00
16. North Valley Livestock Tour	6.00
Total Hours	51.00

IV. METHODS OF INSTRUCTION

- A. Lecture
- B. Class Activities
- C. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture
- D. Discussion
- E. Problem-Solving Sessions

V. METHODS OF EVALUATION

- A. Exams/Tests
- B. Class participation
- C. Written Examinations
- D. Practical Evaluations
- E. Mid-term and final examinations

VI. EXAMPLES OF ASSIGNMENTS

- A. Reading Assignments
 1. Read the chapter on genetic change through selection and be prepared to share your findings with the class.
 2. Read the chapter on market classes and grades of livestock and be able to discuss in a group setting the evaluative criteria for each grade of beef, pork and lamb.
- B. Writing Assignments
 1. Read the chapter on animal behavior and write a 2-3 page paper on the fields of animal behavior and systems of animal behavior.
 2. Read an article from a trade magazine on the issues in animal agriculture and write 2 page paper on animal welfare.
- C. Out-of-Class Assignments
 1. Visit any livestock operation in the local area and be prepared to share with the class, the breeds, total numbers and management practices utilized at the operation.
 2. Use the Internet to check current pricing on the major market animals as well as breeding stock for swine, sheep, beef and dairy cattle. This information will be shared with the class.

VII. RECOMMENDED MATERIALS OF INSTRUCTION

Textbooks:

- A. Taylor, R. Scientific Farm Animal Production. 10th Edition. Prentice Hall, 2012.

Materials Other Than Textbooks:

- A. Materials: 3 ring notebook, proper clothing for labs

Created/Revised by: Bruce Hicks

Date: 10/20/2014

BUTTE COLLEGE

COURSE OUTLINE

I. CATALOG DESCRIPTION

AET 30 - Tractors and Crawlers

3 Unit(s)

Prerequisite(s): NONE

Recommended Prep: Reading Level IV; English Level III; Math Level II

Transfer Status: CSU

34 hours Lecture

51 hours Lab

This course covers design principles, selection, maintenance, adjustment, and safe operation of wheel and crawler type tractors used in agriculture and in the construction industry. (C-ID AG-MA 108L).

II. OBJECTIVES

Upon successful completion of this course, the student will be able to:

- A. List all the safety and operation rules for tractors and crawlers.
- B. Operate wheel and track type tractors safely and properly.
- C. Identify tractor parts and their function.
- D. Describe power generation and transmission systems.
- E. Select the proper equipment for a specific job.
- F. Perform operator level maintenance and adjustment of tractor systems.
- G. Diagnose and repair minor tractor problems.
- H. Back a tractor and trailer through a course safely and accurately.
 - I. Attach implements to tractor safely and properly.
 - J. Communicate and work cooperatively with others.

III. COURSE CONTENT

A. Unit Titles/Suggested Time Schedule

		Lecture	
<u>Topics</u>			<u>Hours</u>
1. Introduction			5.00
a. History of the tractor engine			
b. Types of tractors			
c. Terminology			
2. 2. Safety			5.00
a. California division of industrial safety			
b. Hand Signals			
c. Starting and stopping			
d. Hazards			
e. Transportation			
f. Cal OSHA regulations			
3. Power systems			5.00
a. Engine			
b. Clutch			
c. Transmissions			
d. Final Drives			
e. Hydraulic			
f. P.T.O.			

g. Electrical	
4. Controls	5.00
a. Starting and stopping	
b. Steering	
c. Hitches	
d. Hydraulic	
e. Electric	
f. Auto Guidance	
5. Implement	4.00
a. Attachment	
b. Adjustments	
c. Efficiency	
6. Field operation	5.00
a. Ballast	
b. Stability	
c. Daily maintenance	
d. Selecting speeds	
e. Hazardous situations	
7. Maintenance	5.00
a. Operators manuals	
b. Tools	
c. Supplies	
d. Inspection, evaluation	
Total Hours	34.00

Lab

<u>Topics</u>	<u>Hours</u>
1. Functionality of safety equipment	5.00
2. Proper application of electrical components	3.00
3. Performing up-to-date maintenance of lubrication points	5.00
4. Functionality of engine cooling and lubrication	5.00
5. Maintenance and assembled fittings of hydraulics	5.00
6. Proper inflation of tires	3.00
7. Proper adjustment of implement	5.00
8. Perform all pre-start procedures on a tractor	5.00
9. Safe operation of tractors and implements	5.00
10. Selection of the proper implement for the job	5.00
11. How to troubleshoot tractor problems	5.00
Total Hours	51.00

IV. METHODS OF INSTRUCTION

- A. Lecture
- B. Instructor Demonstrations
- C. Collaborative Group Work
- D. Field Trips
- E. Homework: Students are required to complete two hours of outside-of-class homework for each hour of lecture

- F. Discussion
- G. Demonstrations
- H. Reading Assignments
- I. Multimedia Presentations
- J. Laboratory (practical application)

V. METHODS OF EVALUATION

- A. Exams/Tests
- B. Quizzes
- C. Projects
- D. Demonstration
- E. Homework
- F. Class participation
- G. Final Examination
- H. Written Assignments
- I. Practical Evaluations

VI. EXAMPLES OF ASSIGNMENTS

- A. Reading Assignments
 - 1. Read the chapter on safety. Describe the proper technique for mounting and dismounting a tractor without falling off.
 - 2. Read assigned text chapter on power trains. Be prepared to describe the proper operation of the clutch.
- B. Writing Assignments
 - 1. Use the Internet to research agricultural tires. Explain in a one-page paper the difference between an R1 tire and an R3 tire.
 - 2. Answer the essay questions on field patterns from this week's "Lab Howdy" and submit your answers to the instructor.
- C. Out-of-Class Assignments
 - 1. Form a study group with your classmates to discuss transport safety. Questioning each other is an excellent method to enhance your learning and comprehension.
 - 2. Supplement your text reading with an on-line search for information about rubber-tracked tractors. Suggested sites are "How Stuff Works" and Wikipedia, or Google the topic you are researching.

VII. RECOMMENDED MATERIALS OF INSTRUCTION

Textbooks:

- A. Deere & Company. John Deere Fundamentals of Machine Operation-Tractors. 4th Edition. Moline Illinois, 2008.

Materials Other Than Textbooks:

- A. Various equipment manuals checked out of mechanics shop.
- B. Clothing appropriate for operating equipment, including sleeved shirt, long pants, closed toe shoes.

Created/Revised by: Bruce Enyeart
Date: 11/03/2014

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
August 19, 2020**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:01 p.m. on Wednesday, August 19, 2020, via Zoom.

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#11-20/21: On a motion by Mrs. King, seconded by Mrs. Englund, the board accepted an amended Personnel Assignment Order by the following vote:

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

PUBLIC HEARING (None)

STUDENT REPRESENTATIVE REPORTS (None)

RECOGNITIONS AND PRESENTATIONS

1. Recognition of Retirees

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

2. Recognition of Employees for their Years of Service

The following employees were recognized or their years of service to the district: 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 Baciur, 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!!

MINUTES OF REGULAR MEETING – AUGUST 19, 2020

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Bret Harles inquired about his leave of absence request not being on the agenda. Dr. Willenberg responded that he will discuss the request with the board later tonight. He can't guarantee that all requests will be approved, especially in departments that are short-handed.

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

3. Board Comments

Mrs. Walker congratulated the retirees and employees for their years of service, especially Bill McCutchen for 50 years!

4. Superintendent

Dr. Willenberg stated that we started with distance learning on Monday. Staff has been doing a fantastic job adjusting to this big change. We ended last year with 2156 students and have 2388 students enrolled this year. Our IT department has distributed 1638 Chromebooks and 276 hotspots so far. We've had a large number of requests for independent study, which caused us to expand the teachers in that program from five to eleven. Everyone has been stepping up to make this week go as smoothly as possible. Mr. Sehorn asked about the number of staff on campus. Dr. Willenberg estimates that 70% of our employees have been on campus.

5. Administration

Mr. Simas stated that a lot of training has taken place in the past month related to various programs for distance learning. The principals and the teacher trainers did a great job rolling out the training. Mr. Kermen has been leading administration with working on restorative practices. Staff has also been trained on educational equity and transforming school culture and culturally responsive teaching and learning. He has been getting positive feedback from staff.

6. Principal's Report on the Start of the School Year

Mrs. Tellechea introduced Cameron Scott, who is currently a long-term sub in social science and Karsten Anderson, who is a new art teacher. Her other new teachers include Shaina Dickerson (math), James Huie (special education) and Oscar Rubio (long-term sub in social science). This is definitely a unique start to the school year. All staff has worked hard to get school started and adjust to distance learning. Staff provided a lot of training to prepare for distance learning. Her counseling and office staff did a tremendous job of getting schedules done. She thanked Jim LaGrone, Mary Masters and Jake Wallin for getting Chromebooks out and dealing with technology issues. A distance learning section has been added to their website to make the transition as easy as possible for students and parents. They started on Monday with 931 students. Thirty-five students didn't have their online registration done. Their new SRO, Steven Roberts, and Mr. Frazier have done 39 home visits so far. Staff is looking at attendance daily and starting to call students who haven't been logging into Google Classroom. She is grateful for the staff she gets to work with.

Mr. Ramos stated that he echoes a lot of what Mrs. Tellechea reported. Many people came together to put on great training for staff. There is a lot to learn. Many staff members are on campus and doing a great job. He is short handed in his office staff but they are doing a great job of doing more complex and new tasks in addition to answering a lot of phone calls. This week started better than he'd expected. They have 1304 students enrolled but only 1135 in attendance. They are tracking down students who didn't complete their online registration or have not logged into Google Classroom. His new staff includes Janey Henry, Kat Bone and several Para-Educators who he has hasn't had the chance to meet yet, who transferred with the BCOE SH program as well as Brendan Close and Regina Stafford who are in the ag program. He also has a few long-term subs. Some ATC Para-Educators have also been reassigned to his school to help out. All of the Para-Educators are doing a great job supporting special education students. Mr. Sehorn asked if he is happy with the number of staff on campus. Mr. Ramos responded that he is but always welcomes more as it causes a bit of a challenge.

MINUTES OF REGULAR MEETING – AUGUST 19, 2020

Mr. Drury thanked district administration for all of their hard work and extra hours worked this summer. Many plans were started, scrapped and started over again as things changed. He thanked Mrs. Tellechea for organizing staff training. Mr. Guthrie, Mr. Learner and Mrs. Pruett took the ball and ran. They have had many Zoom meetings and staff is communicating very well. It's nice to have everyone in one place. He thanked Mr. LaGrone and his staff for continuing to work on projects this summer to improve the sites. Mr. Gilbert has also been doing a lot of painting and things are looking much better. Ms. Monnot has become a technical wizard and is doing a great job dealing with students and parents. Mrs. Pruett returning to PHS as a special education teacher this year. PHS started the year with 104 students, of which 46 are in independent study. Mrs. Johnson and Mrs. White have become independent study teacher for PHS students. Students are still dribbling in every day. CDS started the year with nine sophomores. All juniors and seniors were moved to PHS and they didn't start with any freshmen. They have 80% of students logging into advisory. They held a Zoom assembly yesterday. All staff and 40 students joined the meeting to discuss goals and what it takes to return to a comprehensive campus. Mr. Guthrie has been a rock star in helping staff who are less technically inclined. They are working on plans for attendance rewards, Student of the Block recognition, online clubs and student social hours.

Mr. Ochs reported that 292 new students enrolled in the independent study program this year. He was lucky to get some veteran teachers who wanted to transfer to the program. They are using a different model this year by grouping teachers with 9th and 10th grade students or 11th and 12th grade students so they can be more focused on those specific grade levels rather than all four. Four teacher are housed on the OAE campus and the remainder are housed in the B and T wings at OHS. He is working with our School Psychologists to make sure special education students are being supported. There are currently 39 students on the waiting list. Most of them are juniors or seniors who he can't fit in yet. Some students transferred back to the campuses. He is filling those spots with students from the waiting list. The College Connection program starts next week. There were 30 students accepted into the program but three have chosen to return to their high school campus. ATC anticipated starting with 30 students but five dropped because they need daily in person instruction. They will return at a later date. OAE had their first graduate today.

7. 19/20 Expulsion Report

Dr. Willenberg reported that 33 students were put up for expulsion last year. This is an increase of ten students over the prior year but far less than in years past. Administration has done a great job finding alternatives to suspension. The most common offense was marijuana/alcohol.

8. GASB 75 Actuarial Report

Mrs. Watts stated that this report must be done every other year. The report is based on assumptions as of June 30, 2020. The District has an unfunded pension liability of \$11,448,246. We use the pay as you go method so we are not behind, but we are also not putting money aside for the future. The owner of the company was recently killed in a car accident. He had previously set up another company to take his cases if anything ever happened to him as he worked alone.

OLD BUSINESS (None)

CONSENT CALENDAR

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

MINUTES OF REGULAR MEETING – AUGUST 19, 2020

#12-20/21: On a motion by Mrs. King, seconded by Mr. Sehorn, the consent calendar was approved as presented by the following vote:

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

NEW BUSINESS

21. 20/21 Certificated Tenure

#13-20/21: On a motion by Mrs. Walker, seconded by Mrs. King, 100% tenure was granted to Jania Johnson Sherie Kermen, Rita Torres and Michael Walker as presented by the following vote:

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

22. Committee on Assignment Waiver Requests – Elective Classes

#14-20/21: On a motion by Mrs. Walker, seconded by Mrs. Englund, the waiver requests were approved as presented by the following vote:

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

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

#15-20/21: On a motion by Mr. Sehorn, seconded by Mrs. Walker, Resolution #3-20/21 was approved as presented by the following vote:

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

24. Variable Term Waivers - Agriculture

#16-20/21: On a motion by Mr. Sehorn, seconded by Mrs. King, the waivers were approved as presented by the following vote:

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

25. 45-Day Budget Revision

Mrs. Watts reported that the state eliminated the 7.92% budget cut to LCFF. There will be no COLA. We received federal and state COVID related funds for staff training, supplies and personal protective equipment. Other additions to the budget include a 0.6 FTE School Psychologist, increasing the School Nurse from 0.6 FTE to 1.0 FTE, and increase to property and liability insurance. In the original budget, we were able to meet this year's obligation but not the following two years. Things are looking better

MINUTES OF REGULAR MEETING – AUGUST 19, 2020

with the LCFF increase. We can now meet this year's obligations as well as the next two years. The state will be deferring funds from 20/21 to 21/22, which will cause a cash shortage. We will need to do inter-fund borrowing and possibly a countywide TRANS to help with our cash balance.

#17-20/21: On a motion by Mrs. King, seconded by Mrs. Walker, the budget revision was approved as presented by the following vote:

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

26. Annual Review, Certification and Adherence of Board Policy 0410 (Nondiscrimination in District Programs and Activities)

#18-20/21: On a motion by Mrs. King, seconded by Mr. Sehorn, the certification and adherence was approved as presented by the following vote:

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

27. Revised 20/21 School Year Calendar

#19-20/21: On a motion by Mrs. Walker, seconded by Mrs. Englund, the revised calendar was approved as presented by the following vote:

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

28. Virtual Code of Conduct

Mrs. Walker stated that this is a great document and should have been done years ago. Mr. Damon thanked Mr. Kermen and Mr. Siplin for their great work on this document and the Discipline Plan.

#20-20/21: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the Virtual Code of Conduct was approved as presented by the following vote:

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

29. 20/21 District-wide Discipline Plan

#21-20/21: On a motion by Mrs. Walker, seconded by Mrs. Englund, the Discipline Plan was approved as presented by the following vote:

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

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30. Approval of Independent Contractor Contract with Dr. Ramiro Rubalcaba

#22-20/21: On a motion by Mr. Sehorn, seconded by Mrs. King, the contract was approved as presented by the following vote:

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

31. Director of Facilities, Information Technology and Transportation Job Description and Salary Schedule

#23-20/21: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the job description and salary was approved as presented by the following vote:

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

32 Amended Personnel Assignment Order

#24-20/21: On a motion by Mrs. Walker, seconded by Mrs. Englund, the amended Personnel Assignment Order was approved by the following vote:

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

(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

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

Classified

Jim LaGrone
Director-Facilities, Information Technology, and
Transportation
260days p/yr.; Column E/\$8,337 p/month and
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

MINUTES OF REGULAR MEETING – AUGUST 19, 2020

Certificated (Cont.)

2020/21 Subject Area Coordinators

LPHS (Cont.)

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 Saetern/Michael Caratenuto (split stipend)
Counseling – April Silva
Special Education – John Cuny

PHS

Lead Teacher – Brad Lund

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

6th Period Option

LPHS

English – 2nd Period - Rachel Ramirez
Spanish – 3rd Period – Maria Naiman
Geography – 5th period – Keely Frazier

Classified (Cont.)

Roberta Ciocan
Food Service Worker
Resignation
Effective 8/10/2020

Hollie Preston
Request for EFMLA-COVID Leave 4hrs p/day x 12weeks
Effective 8/17/2020

Russel Grimmstein
Maintenance
Request for EFMLA-COVID Leave x 12 weeks
Effective 8/24/2020

Ginara Guzman
Para Educator HS – LPHS
Request for EFMLA-COVID Leave x 12 weeks
Effective 8/20/2020

Cynthia Guerra
Para Educator HS – LPHS
Request for EFMLA-COVID Leave x 12 weeks
Effective 8/20/2020

David Butler
Campus Supervisor
Request for EFMLA-COVID Leave x 12 weeks
Effective 8/20/2020

Per the MOU with CSEA the following employees have requested a Voluntary Unpaid Leave of Absence with continued District paid benefits:

Megan Adams
Para Educator-ATC
Effective 8/10/2020 – 10/9/2020 with possible extension

LeChelle Collins
Para Educator – ATC
Effective 8/20/2020 – 10/9/2020 w/possible extension

Carla Cook
Food Service Worker
Effective 8/10/2020 – 10/9/2020 w/possible extension

Crystal Goolsby
Para Educator-OHS
Effective 8/19/20 – 10/9/2020 w/possible extension

MINUTES OF REGULAR MEETING – AUGUST 19, 2020

Certificated (Cont.)

Classified (Cont.)

Cynthia Griswold
Bus Driver
Effective 8/20/2020 – 10/9/2020 w/possible extension

Chelsea Jensen
Para Educator – ATC
Effective 8/11/2020 – 10/9/2020 w/possible extension

Yvonne Jensen
Para Educator – ATC
Effective 8/11/2020 – 10/9/2020 w/possible extension

Kayla Short
Supplemental Ed Tech – OHS
Effective 8/17/2020 – 10/9/2020 w/possible extension

33. Items for Next Agenda (None)

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]

The board convened to closed session at 6:09 p.m.

RESULTS OF CLOSED SESSION

At 6:40 p.m., the board reconvened to open session. No action was taken.

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Mrs. Englund, the meeting adjourned at 6:41 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 08/11/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-182230	08/11/2020	ACCESS INFORMATION PROTECTED	01-5800	SHEDDING SERVICE 20/21		705.50
3005-182231	08/11/2020	ACCREDITING COMMISSION	11-5300	20/21 MEMBERSHIP DUES OAE		1,070.00
3005-182232	08/11/2020	ACE PLUMBING	01-5640	FIXED LEAK IN HARRISON STADIUM		5,440.63
3005-182233	08/11/2020	ACSA FOUNDATION FOR EDUC ADMIN	01-5300	20/21 DISTRICT FEE		330.00
3005-182234	08/11/2020	AZ BUS SALES INC	01-6400	BLUE BIRD BUS MODEL T3RE		399,446.82
3005-182235	08/11/2020	BROWN INDUSTRIES INC	01-4300	YEARS OF SERVICE PINS		710.14
3005-182236	08/11/2020	COMERS PRINT SHOP	01-4300	POSTCARDS OHS		111.43
3005-182237	08/11/2020	MESA ENERGY SYSTEM INC.	01-5640	KITCHEN,BOYS LOCKER SERVICE - OHS	1,017.20	
				WALL UNIT SERVICE RM1203- LP	1,081.00	2,098.20
3005-182238	08/11/2020	GOLD STAR FOODS	13-4700	STORAGE FEES	36.10	
				SUPPER STATE FEE	36.00	72.10
3005-182239	08/11/2020	HERFF JONES	01-9500	DIPLOMA OHS		16.68
3005-182240	08/11/2020	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES- LP	284.55	
				CUSTODIAL SUPPLIES- OHS	1,433.84	1,718.39
3005-182241	08/11/2020	MT SHASTA SPRING WATER CO INC	01-4300	AUG2020 1-5 GAL/ DO		10.40
3005-182242	08/11/2020	PG&E	01-5501	07/01/20-07/29/20 BILLING		1,201.07
				#8353087371-6		
3005-182243	08/11/2020	THERMALITO WATER & SEWER DIST	01-5505	AUG2020- 617301	428.90	
				AUG2020- 620601	296.02	724.92
Total Number of Checks					14	413,656.28

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	12	412,514.18
11	AdultEducationFund	1	1,070.00
13	CafeteriaSpecialRevenueFund	1	72.10
Total Number of Checks		14	413,656.28
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			413,656.28

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 08/13/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-182451	08/13/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/ BRET	19.91	
				MAINT. SUPPLIES/ JIM	5.40	
				MAINT. SUPPLIES/ JOHNNY	23.77	
				MAINT. SUPPLIES/ RUSSELL	30.27	
				MAINT. SUPPLIES/ STEVE	19.42	98.77
3005-182452	08/13/2020	CALIFORNIA WATER SERVICE	01-5505	07/02/20-08/03/20 #9931655860	41.48	
			11-5505	07/02/20-08/03/20 #8767360151	349.82	391.30
3005-182453	08/13/2020	CENTURY LINK	01-5900	AUG2020 BILLING #87101630	1,745.34	1.01
3005-182454	08/13/2020	COMCAST	11-5900	AUG2020- 933675892	235.61-	1,509.73
3005-182455	08/13/2020	CUSTOMINK PARENT LLC	11-8699	AUG2020 E-RATE #933675892	13.44	493.35
3005-182456	08/13/2020	HOME DEPOT	01-4300	52 T SHIRT SHERIE KERMEN	16.04	
				DW- MAINT/ RUSSELL	133.19	
				LP- MAINT/ BRET	54.54	
				LP- MAINT/ SANTOS	221.23	438.44
				OHS- MAINT/ SANTOS	386.00	
				TRAN- MAINT/ RUSSELL	3,200.00	
3005-182457	08/13/2020	PERSEUS ASSOCIATES	01-5850	AUG2020 HOSTING FEE		
3005-182458	08/13/2020	PLATFORM ATHLETICS, LLC	01-5850	PLT4M SUBSCRIPTION 1350 STUDENTS		
3005-182459	08/13/2020	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	07/01/20-07/31/20 #020007641	304.95	
				07/01/20-07/31/20 #020008658	214.74	
				07/01/20-07/31/20 #020173831	304.95	
				07/01/20-07/31/20 #021396977	601.29	
				GREEN WASTE- LP	23.40	
				GREEN WASTE- OHS	114.46	
3005-182460	08/13/2020	TEACHER CREATED MATERIALS, INC	11-5506	07/01/20-07/31/20 #021126259	197.70	1,761.49
			01-5200	20/21 CULTURAL AND LINGUISTIC TRAINING		7,000.00
3005-182461	08/13/2020	TEACHERS CURRICULUM INSTITUTE	01-5850	20/21 TEACHERS SUBSCRIPTION		33,845.00
3005-182462	08/13/2020	TOTAL EDUCATION SOLUTIONS	01-9500	APRIL2020 LAS/SLPA SERVICES		7,527.50
Total Number of Checks					12	56,652.59

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	11	54,595.34
11	AdultEducationFund	3	2,057.25

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 14 2020
7:51AM

Checks Dated 08/13/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	12		56,652.59	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			56,652.59	

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 14 2020
7:51AM

Checks Dated 08/18/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-182620	08/18/2020	Greco, Stephanie	01-4300	REIMB. QUILL DIGITAL SUBS.		80.00
3005-182621	08/18/2020	Deadmore, Jacqueline	01-4300	FACE SHIELDS FOR FOOD SERVICE		333.55
3005-182622	08/18/2020	Amazon.com Ltc	01-4200	FIRST DAY OF SCHOOL BOOKS	259.70	
			01-4300	POSITIVE CULTURE BOOKS	2,181.95	
			01-4360	CLASSROOM SUPPLIES	413.47	
			01-4360	TRANS. SUPPLIES	37.09	
			11-4300	OAE SUPPLIES	41.50	2,933.71
3005-182623	08/18/2020	ASAP	11-5850	20/21 ANNUAL SUBSCRIPTION RENEWAL		10,243.00
3005-182624	08/18/2020	BAKER DISTRIBUTING CO. LLC	01-4300	MAINT. SUPPLY- LP		63.60
3005-182625	08/18/2020	CARPETS GALORE INC	11-5640	OAE REPLACEMENT CARPER RM5		8,684.00
3005-182626	08/18/2020	COMERS PRINT SHOP	01-4300	#10 ENVELOPES- LP		803.22
3005-182627	08/18/2020	CA OCCUPATIONAL MEDICAL PROF	01-5804	PRE EMPLOYMENT SCREENING		142.50
3005-182628	08/18/2020	DIRKS AUTOMOTIVE & TRANSMISSION	01-5620	TRANSMISSION SERVICE 1998 FORD VAN		3,584.58
3005-182629	08/18/2020	HEARTLAND PAYMENT SYSTEMS INC	13-5850	FOOD SERVICE ANNUAL SUBSCRIPTIONS		2,617.00
3005-182630	08/18/2020	HILL YARD INC.	01-4300	CUSTODIAL SUPPLIES- DW		1,394.55
3005-182631	08/18/2020	HOBBS PEST SOLUTIONS INC	01-5640	INSPECTION FEE AND TERMITE TREATMENT- LP		825.00
3005-182632	08/18/2020	LG ENVIRONMENTAL	01-5800	JULY2020- MONTHLY INSPECTION		150.00
3005-182633	08/18/2020	MCKINLEY ELEVATOR CORPORATION	01-5620	REPLACE TOP ESHOP AND PLATFORM DOOR		789.79
3005-182634	08/18/2020	NOR CAL TROPHIES	01-4300	TROPHIES		369.58
3005-182635	08/18/2020	OFFICE DEPOT	01-4300	LP OFFICE SUPPLIES/ JAYMIE	364.71	
				OHS CLASS SUPPLIES	414.47	
				S. BURKET'S CLASS SUPPLIES	169.16	948.34
3005-182636	08/18/2020	OREILLY AUTOMOTIVE INC	01-4363	BRAKE CLN	51.70	
				DISC PAD SET	155.94	
				OIL FILTER	10.40	
				SEMI-MET PAD	8.66	226.70
3005-182637	08/18/2020	OROVILLE ADULT ED REVOLVING	11-5800	JUNE REIMB CH# 1321-1325	25.00	
			11-8671	JUNE REIMB CH# 1321-1325	590.00	615.00
3005-182638	08/18/2020	OUHSD Cafeteria Account	13-5800	SERVICE CHARGE MAY2020		40.00
3005-182639	08/18/2020	OUHSD REVOLVING FUND	01-5800	JULY REVOLVING REIMBURSEMENT	25.00	
			01-5900	JULY REVOLVING REIMBURSEMENT	559.24	584.24
3005-182640	08/18/2020	PATON MILLER LLC PATON GROUP	01-5850	20/21 SOLID WORK RENEWAL		2,700.00
3005-182641	08/18/2020	PG&E	01-5501	07/01/20-07/29/20 # 6255577568-3		449.69
3005-182642	08/18/2020	RAY MORGAN COMPANY	01-5602	07/01/20-09/30/20 BASE CHARGE - OAE	286.95	
				07/01/20-6/30/21 BASE CHARGE - DO	1,180.61	

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

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Checks Dated 08/18/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-182642	08/18/2020	RAY MORGAN COMPANY	01-5602	07/20/20-10/19/20 BASE CHARGE- OHS	1,065.16	
			01-5603	07/01/20-09/30/20 BASE CHARGE - DO	414.14	
			11-5602	07/01/20-09/30/20 BASE CHARGE - OAE	878.03	
				07/01/20-6/30/21 BASE CHARGE - OAE	610.66	4,435.55
3005-182643	08/18/2020	SCIENTIFIC LEARNING CORP	11-5850	20/21 FAST FORWARD SUBSCRIPTIONS		4,458.50
3005-182644	08/18/2020	SCREENCASTIFY, LLC	01-5850	RECORD/ DISTRICT LICENSE		3,750.00
3005-182645	08/18/2020	JOHN E. MCCARTHY JR SISKIYOU FIRE EQUIPMENT	01-4300	40 NEW FIRE EXTINGUISHER	1,290.88	
			01-5800	40 NEW FIRE EXTINGUISHER	1,290.88	2,581.76
3005-182646	08/18/2020	DOOR SYSTEM DESIGN INC THE DOOR COMPANY	01-5640	LUBRICATED GARAGE DOOR		368.00
3005-182647	08/18/2020	Turf Star Inc.	01-4300	MAIT. SUPPLIES	248.47	
			01-9500	MAIT. SUPPLIES	244.86	493.33
3005-182648	08/18/2020	US BANK	01-4360	0215- R.SANDERS/ COSTCO		75.05
3005-182649	08/18/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0950- D.RAMOS/ WALMART		119.38
3005-182650	08/18/2020	SEVEN UP BOTTLING COMPANY OF CHICO INC	11-5601	AUG2020 LEASING B&C		3,500.00
Total Number of Checks					31	58,359.62

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	24	26,671.93
11	AdultEducationFund	7	29,030.69
13	CafeteriaSpecialRevenueFund	2	2,657.00
Total Number of Checks		31	58,359.62
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			58,359.62

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 25 2020
9:06AM

Checks Dated 08/20/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-182810	08/20/2020	Greco, Stephanie	01-5850	SCREENCASTIFY SUBSCRIPTION		29.00
3005-182811	08/20/2020	Deadmore, Jacqueline	01-4300	METAL FOOD CART		692.23
3005-182812	08/20/2020	ACE PLUMBING	01-5640	SERVICE CALL LEAKS LP		5,302.99
3005-182813	08/20/2020	Amazon.com Llc	01-4300	BATTERY BACK UP - PHS OFFICE SUPPLIES- DO	126.64 70.15	
			11-4300	SUPPLIES- OAE	55.16	
3005-182814	08/20/2020	BUTTE COUNTY SHERIFF	01-5804	WEBCAM FOR VIDEO CALLING- OAE AUG2020 FINGER PRINTING FOR PRE EMPLOYMENT	1,183.12 111.00	1,435.07
			11-5804	AUG2020 FINGER PRINTING FOR PRE EMPLOYMENT	37.00	148.00
3005-182815	08/20/2020	ELECTUDE USA LLC	01-5850	USER LICENSE- DW		5,940.00
3005-182816	08/20/2020	NORCAL FOOD EQUIPMENT	13-4400	CREDIT FOR INVOICE 12816 INSULATED TRANSPORT FOOD PAN	10,125.06- 20,203.35	10,078.29
3005-182817	08/20/2020	OFFICE DEPOT	01-4300	A. BRUCE RM610- LP OFFICE SUPPLIES- OAE	326.31 129.77	
				R. HOWARD RM612- LP	253.43	
				S. BURKET CLASS SUPPLIES- OHS	209.56	
				OFFICE SUPPLIES- OAE	306.91	1,225.98
3005-182818	08/20/2020	RIVERSIDE TECHNOLOGIES INC.	01-4400	REDCAT MEDIA CONNECTOR		21,451.23
3005-182819	08/20/2020	Sherwin Williams Co	01-4300	PAINT SUPPLIES- LP		644.09
3005-182820	08/20/2020	JOHN E. MCCARTHY JR SISKIYOU FIRE EQUIPMENT	01-5800	ANNUAL FIRE EXT. SERVICE- DO ANNUAL FIRE EXT. SERVICE- HS	64.00 56.00	
				ANNUAL FIRE EXT. SERVICE- LP	1,040.36	
				ANNUAL FIRE EXT. SERVICE- OAE	203.17	
				ANNUAL FIRE EXT. SERVICE- OHS	1,032.01	
				ANNUAL FIRE EXT. SERVICE- PHS	529.02	
				ANNUAL FIRE EXT. SERVICE- TRAN/MAINT	528.00	3,452.56
3005-182821	08/20/2020	SPURR	01-5501	BILLING 06/24/20-07/22/20	2,529.48	
			11-5501	BILLING 06/24/20-07/22/20	17.79	2,547.27
3005-182822	08/20/2020	T-MOBILE USA INC.	01-5850	MONTHLY HOT SPOT SERVICE		795.98
3005-182823	08/20/2020	ZOOM VIDEO COMMUNICATIONS	01-5850	ANNUAL PROTECTION		2,356.17
Total Number of Checks					14	56,098.86

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.

ESCAPE ONLINE
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Checks Dated 08/20/2020

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		13		44,420.59	
11	AdultEducationFund		4		1,599.98	
13	CafeteriaSpecialRevenueFund		1		10,078.29	
	Total Number of Checks		14		56,098.86	
	Less Unpaid Sales Tax Liability				.00	
	Net (Check Amount)				56,098.86	

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 25 2020
9:07AM

Checks Dated 08/27/2020 through 08/28/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183367	08/27/2020	Castillo-Siplin, Diana	01-5850	SCREENCASTIFY SUBSCRIPTION		29.00
3005-183368	08/27/2020	Olson, Anna M	11-4300	COMER'S COPY	15.86	
			11-9500	COMER'S COPY	99.10	114.96
3005-183369	08/27/2020	LAZEL, INC LEARNING A-Z, LLC	01-5850	20/21 SUBSCRIPTION		1,411.40
3005-183370	08/27/2020	BATTERY SYSTEMS INC.	01-4363	BATTERIES		389.45
3005-183371	08/27/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/BRET	43.28	
				MAINT. SUPPLIES/DEAN	78.01	
				MAINT. SUPPLIES/ MARK	30.91	
				MAINT. SUPPLIES/ SANTOS	19.55	171.75
3005-183372	08/27/2020	BSN SPORTS	01-4300	FACE MASK- OHS	1,123.69	
				SPORTS SUPPLIES- OHS	6,582.42	7,706.11
3005-183373	08/27/2020	BUSWEST	01-4363	BACK SEAT COVER	345.23	
				HYDRAULIC CYLINDER	627.35	
				TRANS. SUCT, HOSE	407.31	1,379.89
3005-183374	08/27/2020	CALIFORNIA WATER SERVICE	01-5505	07/11/20-08/12/20 BILLING 0556577777		7,247.99
3005-183376	08/27/2020	Cengage Learning Inc.	01-5850	CALCULUS SUBSCRIPTION	5,589.09	
				Unpaid Sales Tax	51.63-	
3005-183377	08/27/2020	Condensed Curriculum International, Inc.	11-5800	MEDICAL BILLING/EKG TECH		5,537.46
3005-183378	08/27/2020	DAY WIRELESS SYSTEMS	01-5900	SEPT2020 BILLING		4,687.20
3005-183379	08/27/2020	eFoodlanders, Inc	01-5800	FOOD HANDLER CERTIFICATE		762.00
3005-183380	08/27/2020	MESA ENERGY SYSTEM INC.	01-5640	SERVICE CONTRACT- OHS		1,400.00
3005-183381	08/27/2020	HOUGHTON MIFFLIN CO	01-5850	DIGITAL SUBSCRIPTION		7,463.00
3005-183382	08/27/2020	LAKESHORE LEARNING MATERIALS	01-5850	ONLINE SOFTWARE		12,089.50
3005-183383	08/27/2020	NOTABLE INCORPORATED	01-5850	20/21 KAMI DISTRICT LICENSE		2,640.00
3005-183384	08/27/2020	OFFICE DEPOT	01-4300	CLASSROOM SUPPLIES- OHS	209.15	
				COPY PAPER- OAE	1,423.49	
				OFFICE SUPPLIES- OHS	63.80	
				RM609 D.GNESDA	149.44	
3005-183385	08/27/2020	OUHSD TRANSPORTATION DEPT PETTY CASH - JULIE HOWARTH	01-4300	SUPPLIES- MAINT	224.54	2,070.42
				PETTY CASH	48.14	
			01-4360	PETTY CASH	20.30	68.44
3005-183386	08/27/2020	PTM DOCUMENT SYSTEMS	01-4300	REPORT CARDS- LP		946.24
3005-183387	08/27/2020	RAY MORGAN COMPANY	01-4300	STAPLES- LP		339.58
3005-183388	08/27/2020	GATEWAY EDUCATION HOLDINGS LLC DBA SAVVAS LEARNING CO. LLC	01-4100	WORKBOOK- S.SMITH	3,929.74	
3005-183389	08/27/2020	SEVEN UP BOTTLING COMPANY OF CHICO INC	01-5850	EL DEVELOPEMENT SUBSCRIPTION	422.18	4,351.92
			11-5601	SEPT2020 LEASING B&C		3,500.00

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ESCAPE ONLINE
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Checks Dated 08/27/2020 through 08/28/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183390	08/27/2020	SFWP - ACCTS RECEIVABLE	01-5505	AUG2020 BILLING LP #007847-000	248.74	
3005-183391	08/27/2020	SKETCHFORSCHOOLS PUBLISHING INC.	01-4300	AUG2020 BILLING LP AG #007833-000	142.45	391.19
3005-183392	08/27/2020	TEACHERS CURRICULUM INSTITUTE	01-5850	SKETCH SUPPLIES		1,274.80
3813-183375	08/27/2020	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	GEO ALIVE LICENSES	52,001.28	6,750.00
			76-9560	SEPT2020 RETIRE BILLING	353,407.96	405,409.24
				SEPT2020 ACTIVE BILLING		
				Total Number of Checks	26	485,931.54

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	22	72,271.77
11	AdultEducationFund	3	8,302.16
76	Warrant/Pass-ThroughFund	1	405,409.24
	Total Number of Checks	26	485,983.17
	Less Unpaid Sales Tax Liability		51.63
	Net (Check Amount)		485,931.54

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 (CHOPPER), Aug 28 2020
8:48AM

Checks Dated 09/01/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183662	09/01/2020	Anne Hoddinott	11-8671	Watercolor Class		50.00
3005-183663	09/01/2020	Autumn Field	11-8671	Watercolor Class		50.00
3005-183664	09/01/2020	Carmen Kelley	11-8671	Watercolor Class		50.00
3005-183665	09/01/2020	Charlotte Lubold	11-8671	Watercolor Class		50.00
3005-183666	09/01/2020	Debra Marron	11-8671	Watercolor Class		50.00
3005-183667	09/01/2020	Donna O'Neal	11-8671	Watercolor Class		50.00
3005-183668	09/01/2020	Ellen Lagerback	11-8671	Watercolor Class		50.00
3005-183669	09/01/2020	Ethel Scholey	11-8671	Watercolor Class		50.00
3005-183670	09/01/2020	Fernando Rodriguez	11-8671	EKG Technician Class		1,249.00
3005-183671	09/01/2020	Frieda Conoly	11-8671	Watercolor Class		50.00
3005-183672	09/01/2020	Katie Ellen	11-8671	Watercolor Class		50.00
3005-183673	09/01/2020	Linda Cobbler	11-8671	Watercolor Class		50.00
3005-183674	09/01/2020	Loretta Read	11-8671	Watercolor Class		50.00
3005-183675	09/01/2020	Marsha Edwards	11-8671	Watercolor Class (1/2 price)		25.00
3005-183676	09/01/2020	Nell Stephens	11-8671	Learning to Use Your Tablet Class		20.00
3005-183677	09/01/2020	Patricia Smith	11-8671	Watercolor Class		50.00
3005-183678	09/01/2020	Patty Roach	11-8671	Watercolor Class		50.00
3005-183679	09/01/2020	Sandi Roberts	11-8671	Watercolor Class		50.00
3005-183680	09/01/2020	Amazon.com Llc	01-4300	50FT CABLE- IT	25.23	
				OFFICE SUPPLIES- DO	11.90	
3005-183681	09/01/2020	DANIELSEN CO		SUPPLIES- LP	772.28	809.41
			13-4300	AUG2020 FS/LP	111.86	
			13-4700	AUG2020 FS/LP	941.36	
				Unpaid Sales Tax	7.56-	1,045.66
3005-183682	09/01/2020	DELL MARKETING LP	01-4300	DELL LAPTOP AND MONITORS	4,726.56	
			01-4400	DELL LAPTOP AND MONITORS	254,886.48	259,613.04
3005-183683	09/01/2020	EDUCATIONAL TESTING SERVICE	11-5800	OAE TESTING/STATE FEE		468.00
3005-183684	09/01/2020	ENLOE MEDICAL CENTER	01-5804	JULY2020 PRE SCREENING		1,849.00
3005-183685	09/01/2020	GOLD STAR FOODS	13-4700	FS LP		3,149.88
3005-183686	09/01/2020	GRAINGER INC	01-4300	MAINT. SUPPLIES		514.49
3005-183687	09/01/2020	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES- DW	2,635.92	
			01-4360	CUSTODIAL SUPPLIES- DW	376.15	3,012.07
3005-183688	09/01/2020	HOME DEPOT	01-4300	LP- MAINT/ BRET	665.67	
				LP- MAINT/ DEAN	306.53	
				LP- MAINT/ RUSSELL	14.32	
				LP- MAINT/ SANTOS	47.67	1,034.19
3005-183689	09/01/2020	JW WOOD COMPANY INC	01-4300	SUPPLIES- OHS		945.96

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ESCAPE ONLINE

Checks Dated 09/01/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183690	09/01/2020	LG ENVIRONMENTAL	01-5800	AUG2020- MONTHLY INSPECTION		150.00
3005-183691	09/01/2020	NORCAL FOOD EQUIPMENT	01-4300	PROBE SENSOR- LP		110.16
3005-183692	09/01/2020	NORTHAM DISTRIBUTORS INC	13-4700	AUG2020- FS/ LP		481.11
3005-183693	09/01/2020	OFFICE DEPOT	01-4300	SUPPLIES- DO	267.14	
				SUPPLIES- OHS	1,590.28	1,857.42
3005-183694	09/01/2020	PROPACIFIC FRESH	13-4700	AUG2020 FS		74.74
3005-183695	09/01/2020	RIVERSIDE TECHNOLOGIES INC.	01-5800	400 GOOGLE CHROME OS MGT LICs		18,485.00
3005-183696	09/01/2020	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	SUPPLIES		1,001.48
3005-183697	09/01/2020	S&L Meat Sales Company, Inc.	13-4300	AUG2020 FS/ LP	498.77	
			13-4700	AUG2020 FS/ LP	1,652.42	
				Unpaid Sales Tax	33.71-	2,117.48
3005-183698	09/01/2020	SHARP LOCKSMITHING GARAGE DOOR	01-4300	10 KEYS- LP		13.53
3005-183699	09/01/2020	SPORTSNET INC	01-5850	20/21 SUBSCRIPTION TO WEB APP.		1,550.00
3005-183700	09/01/2020	STATE OF CALIF DEPT OF JUSTICE	01-5804	PRE EMPLOYMENT FINGERPRINT	96.00	
			11-5804	PRE EMPLOYMENT FINGERPRINT	32.00	128.00
3005-183701	09/01/2020	SYNECTIC TECHNOLOGIES	01-4300	SUPPLIES	245.57	
			01-5620	AUG. SERVICE CALL FOR OHS	3,258.15	3,503.72
3005-183702	09/01/2020	TEHAMA TIRE SERVICE	01-4364	FLAT REPAIR FOR BUS 70	41.68	
				TIRES FOR BUS 71	860.73	902.41
3005-183703	09/01/2020	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5640	SERVICE CALL/ LP		400.00
3005-183704	09/01/2020	ZOOM VIDEO COMMUNICATIONS	01-5850	20/21 ANNUAL LICENSE		7,500.00
Total Number of Checks					43	312,760.75

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	19	303,347.88
11	AdultEducationFund	20	2,544.00
13	CafeteriaSpecialRevenueFund	5	6,910.14
Total Number of Checks		43	312,802.02
Less Unpaid Sales Tax Liability			41.27
Net (Check Amount)			312,760.75

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), Sep 8 2020
10:41AM

Checks Dated 09/03/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183851	09/03/2020	CIERA DEEDS	11-8671	REPLACEMENT OF CH# 181245		700.00
3005-183852	09/03/2020	KIANA KIMBLE	11-8671	PHARMACY TECH CLASS		1,330.00
3005-183853	09/03/2020	Walter, Shane L	01-9500	CLASSROOM SUPPLIES		109.15
3005-183854	09/03/2020	Deadmore, Jacqueline	01-4300	CAFETERIA SUPPLIES	19.47	
			13-4300	CAFETERIA SUPPLIES	77.75	97.22
3005-183855	09/03/2020	ABSOLUTE SAFETY TRAINING INC	11-5800	AUG2020 CPR CLASS		525.00
3005-183856	09/03/2020	ACE PLUMBING	01-5640	SERVICE CALL LEAKS LP		696.74
3005-183857	09/03/2020	Amazon.com Lic	01-4300	CAFETERIA COOLER FOR SERVING LUNCH	728.28	
				CAFETERIA SUPPLIES COOLER	779.40	
				IPAD COVER	27.01	
				WEBCAM- OAE	514.57	2,049.26
3005-183858	09/03/2020	AT&T	01-5900	07/24/20-08/23/20 - #9391008278	22.16	
				07/24/20-08/23/20 - #9391008279	22.08	
				07/24/20-08/23/20 - #9391008280	22.22	
				07/24/20-08/23/20 - #9391008281	22.12	
				07/24/20-08/23/20 - #9391008282	1,140.23	
				07/24/20-08/23/20 - #9391008282	32.34	
			11-5900	07/24/20-08/23/20 - #9391047160	108.63	
				07/24/20-08/23/20 - #9391008282	17.34	1,387.12
3005-183859	09/03/2020	BETTER DEAL EXCHANGE	01-4300	MAINT. SUPPLIES/ DEAN	121.38	
				MAINT. SUPPLIES/ JOHNNY	19.45	
				MAINT. SUPPLIES/ MARK	56.83	
				MAINT. SUPPLIES/ RUSSELL	5.17	210.72
				MAINT. SUPPLIES/ SANTOS	7.89	306.56
			01-4363	TRANS SUPPLY.		
3005-183860	09/03/2020	BUSWEST	01-4300	EPSON PROJECTOR- PHS		501.20
3005-183861	09/03/2020	CDW GOVERNMENT INC	01-5801	BUSINESS MATTERS	1,367.00	
3005-183862	09/03/2020	DANNIS WOLIVER KELLEY		CERT. NEG. #002202	7,438.50	
				CLASS. NEG. #00203	2,175.00	
				PERSONNEL ISSUE	203.00	
				STUDENTS DISCIPLINE #010319	261.00	11,444.50
3005-183863	09/03/2020	DANIELSEN CO	13-4700	AUG2020 FS/ OHS		1,362.75
3005-183864	09/03/2020	MESA ENERGY SYSTEM INC.	01-5620	SERVICE CONTRACT- LP/3 OF 4	6,217.00	
				SERVICE CONTRACT- OAE/3 OF 4	978.00	
				SERVICE CONTRACT- OHS/3 OF 4	4,730.00	
				SERVICE CONTRACT- PHS/ 3 OF 4	1,127.00	13,052.00
			13-4700	FS LP	543.85	
3005-183865	09/03/2020	GOLD STAR FOODS				
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 09/03/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183865	09/03/2020	GOLD STAR FOODS	13-4700	FS OHS	1,539.68	2,083.53
3005-183866	09/03/2020	INSIDE OUT DESIGNS	01-4300	ALUMINUM SIGN		77.94
3005-183867	09/03/2020	MCGRAW-HILL EDUCATION INC	01-5850	20/21 DIGITAL SUBSCRIPTIONS		26,025.83
3005-183868	09/03/2020	MT SHASTA SPRING WATER CO INC	01-4300	AUG2020 4-5 GAL/DO		33.65
3005-183869	09/03/2020	NORTHAM DISTRIBUTORS INC	13-4700	AUG2020- FS/ LP	94.05	
				AUG2020- FS/ OHS	464.89	
				AUG2020- FS/ PHS	35.40	594.34
3005-183870	09/03/2020	O'REILLY AUTOMOTIVE INC	01-4363	CIRCUIT BRKR	30.27	
				DISC PAD SET CREDIT	102.58-	
				FLTR KIT	312.39	
				FLTR KIT REFUND	30.25-	
				FLTR KIT/ TRANS FLUID	90.92	
				INTRIOR DTLR/ BRUSH	32.43	
				NITRILE GLVS	51.93	
				OIL FILTER	13.24	
				THREAD KIT	50.87	
				TRANS FLUID	68.12	517.34
3005-183871	09/03/2020	OUHSD SCHOLARSHIP FUND	73-5800	REIMB CK 1569-1579		6,200.00
3005-183872	09/03/2020	PG&E	01-5501	07/17/20-08/1720 - BILLING #7241342564-5	14,454.34	
				07/22/20-0820/20 - BILLING #0290829210-1	784.99	
			11-5501	07/17/20-08/1720 - BILLING #7241342564-5	2,805.60	18,044.93
3005-183873	09/03/2020	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5602	06/30/20-09/29/20 LEASING# 0010737647 06/30/20-09/29/20 LEASING# 0012724690	376.08	
3005-183874	09/03/2020	PROPACIFIC FRESH	13-4700	AUG2020 FS	154.98	531.06
3005-183875	09/03/2020	RAY MORGAN COMPANY	01-5602	08/01/20-10/31/20 BASE RATE & USAGE - LP	2,297.50	215.22
				08/01/20-10/31/20 BASE RATE - LP	1,940.15	
				08/17/20-11/16/20 BASE RATE - CDS	2,543.20	
				08/17/20-11/16/20 BASE RATE - OHS	4,892.62	
			01-5603	07/01/20-06/30/21 ANNUAL BASE RATE- LP	471.84	
				08/01/20-10/31/20 BASE RATE & USAGE - LP	130.62	
			11-5602	08/17/20-11/16/20 BASE & USAGE - OAE	708.27	
			11-5603	08/17/20-11/16/20 BASE & USAGE - OAE	188.61	13,172.81

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Checks Dated 09/03/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-183876	09/03/2020	RECOLOGY BUTTE COLLUSA COUNTIES	01-5506	08/01/20-08/31/20 #020007641	304.95	
				08/01/20-08/31/20 #020088658	214.74	
				08/01/20-08/31/20 #020173831	304.95	
				08/01/20-08/31/20 #021396977	601.29	
				08/01/20-08/30/20 #021126259	197.70	1,623.63
3005-183877	09/03/2020	ROSETTA STONE LTD	11-5506			2,150.00
3005-183878	09/03/2020	REFRIGERATION SUPPLIES DISTRIBUTOR	01-5850	20/21 LICENSE & ONLINE SESSIONS		177.12
3005-183879	09/03/2020	S&L Meat Sales Company, Inc.	01-4300	SUPPLIES		
			13-4300	AUG2020 FS/ OHS	125.52	
			13-4700	AUG2020 FS/ OHS	757.76	
				Unpaid Sales Tax	9.57-	873.71
3005-183880	09/03/2020	Sherwin Williams Co	01-4300	PAINT SUPPLIES- LP		1,517.82
3005-183881	09/03/2020	US BANK CORPORATE PAYMENT SYSTEM	01-4300	9689- K.SIMAS/ APPLE	360.14	
			01-5200	9689- K.SIMAS/ CONFERENCE- R.SAETURN	40.00	
			01-5850	5996- C.TELLECHEA/ NEARPOD	240.00	640.14
Total Number of Checks					31	108,251.29

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	22	90,230.50
11	AdultEducationFund	7	6,596.15
13	CafeteriaSpecialRevenueFund	7	5,234.21
73	FoundationPrivPurposeTrustFu	1	6,200.00
Total Number of Checks		31	108,260.86
Less Unpaid Sales Tax Liability			9.57
Net (Check Amount)			108,251.29

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.

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Sep 8 2020
10:42AM

Checks Dated 09/08/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-184083	09/08/2020	SOPHIA GRUSZKA	11-8671	REISUE- CHK 181253 LOST		998.00
3005-184084	09/08/2020	Murphy, Thomas P	01-4300	ARTS CLASSROOM SUPPLIES		198.59
3005-184085	09/08/2020	Huie, James R	01-4300	OFFICE CHAIR		170.93
3005-184086	09/08/2020	ABSOLUTE SAFETY TRAINING INC	11-5800	EMTS FALL SEMESTER 13 STUDENT		11,050.00
3005-184087	09/08/2020	BATTERIES PLUS	01-4300	6 BATTERIES AND ENV. FEES		333.66
3005-184088	09/08/2020	BUSWEST	01-4363	INSERT BACK COVER		242.66
3005-184089	09/08/2020	CEV MULTIMEDIA, LDT	01-5850	20/21 ANNUAL LICENSE		3,625.00
3005-184090	09/08/2020	DAN'S ELECTRICAL SUPPLY	01-4300	20 AMP FUSE	170.01	
				30W LED WALLPACK	1,213.61	
3005-184091	09/08/2020	GRAINGER INC		CUTLER HAMMER CIRCUIT BREAKER	2,229.96	3,613.58
			01-4300	V-BELT	49.39	
			01-4360	WASTE BASKET	40.48	89.87
3005-184092	09/08/2020	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES		105.09
3005-184093	09/08/2020	HOBBS PEST SOLUTIONS INC	01-5502	JULY, AUG SERVICE	520.00	
				JUNE, JULY, AUG SERVICE	160.00	
				JUNE, JULY, AUG SERVICE	270.00	
				JUNE, JULY, AUG SERVICE	80.00	1,275.00
				JUNE, JULY, AUG SERVICE	135.00	
				JULY, AUG SERVICE	110.00	3,004.40
3005-184094	09/08/2020	IT SAVVY LLC	11-5502	VEEM STANDART SUPPORT		390.52
3005-184095	09/08/2020	JACKSONS GLASS CO	01-5850	INSULATED UNIT		
3005-184096	09/08/2020	OFFICE DEPOT	01-5640	SUPPLIES- DO	50.97	
				SUPPLIES- OAE	548.65	653.74
				SUPPLIES- OAE	54.12	3.95
3005-184097	09/08/2020	SHARP LOCKSMITHING GARAGE DOOR	11-4300	MORTICE PLATE- LP		
3005-184098	09/08/2020	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-4300	SERVICE CALL/ LP	490.00	1,003.00
			01-5640	SERVICE CALL/ OHS	513.00	
Total Number of Checks					16	26,757.99

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	14	14,545.87
11	AdultEducationFund	4	12,212.12

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.

Generated for Christina Hopper (CHHOPPER), Sep 14 2020 9:07AM

Checks Dated 09/08/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	16			26,757.99
		Less Unpaid Sales Tax Liability				.00
		Net (Check Amount)				26,757.99

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), Sep 14 2020
9:07AM

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Fund 01 - General Fund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFFStateAid-CurrentYear	12,870,769.00	15,838,310.00	4,017,222.00	11,821,088.00	25.36
8012	EduProtectionAccountStAidCurYr	3,016,003.00	2,031,608.00	1,016,331.00-	3,047,939.00	-50.03
8019	LCFFRevenueLimitStateAidPriYrs			409,147.00	409,147.00-	NO BDGT
8021	Homeowners'Exemptions	111,339.00	111,339.00		111,339.00	
8022	TimberYieldTax	15,065.00	15,065.00		15,065.00	
8029	OthrSubventionsIn-LieuTaxes	2,871.00	2,871.00		2,871.00	
8041	SecuredRollTaxes	7,262,263.00	7,262,263.00		7,262,263.00	
8042	UnsecuredRollTaxes	449,834.00	449,834.00		449,834.00	
8043	PriorYears'Taxes	14,665.00	14,665.00		14,665.00	
8044	SupplementalTaxes	89,204.00	89,204.00		89,204.00	
8045	EducathnRevenueAugmentationFund	1,570,896.00-	1,570,896.00-		1,570,896.00-	
8047	CommunityRedevelopmentFunds	962,335.00	962,335.00		962,335.00	
8096	Trns2ChrtSchlnInLieuOfPropTaxes	293,536.00-	293,529.00-	15,920.00-	277,609.00-	5.42
	Total LCFF Revenue Sources	22,929,916.00	24,913,069.00	3,394,118.00	21,518,951.00	13.62
Federal Revenue						
8181	SpecialEducation-Entitlement	388,269.00	388,269.00		388,269.00	
8290	AllOtherFederalRevenue	1,737,882.00	4,080,017.00	2,251,931.36	1,828,085.64	55.19
	Total Federal Revenue	2,126,151.00	4,468,286.00	2,251,931.36	2,216,354.64	50.40
Other State Revenues						
8311	OtherStateApportionmentsCurrYr	763,406.00	763,406.00		763,406.00	
8550	MandatedCostReimbursements	126,791.00	126,791.00		126,791.00	
8560	StateLotteryRevenue	444,000.00	427,000.00		427,000.00	
8590	AllOtherStateRevenue	2,361,599.00	2,653,393.00		2,653,393.00	
	Total Other State Revenues	3,695,796.00	3,970,590.00	.00	3,970,590.00	
Other Local Revenue						
8660	Interest	75,000.00	75,000.00		75,000.00	
8677	InteragencySrvcBetweenLEAs	734,000.00	734,000.00		734,000.00	
8699	AllOtherLocalRevenue	170,511.00	170,511.00	100.00	170,411.00	0.06
8792	TrnsfrApportionmentFrmCntyOffics	487,652.00	487,652.00	71,566.00	416,086.00	14.68
	Total Other Local Revenue	1,467,163.00	1,467,163.00	71,666.00	1,395,497.00	4.88
	Total Year To Date Revenues	30,219,026.00	34,819,108.00	5,717,715.36	29,101,392.64	16.42
Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used

Fund 01 - General Fund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	8,527,348.00	8,442,691.00	7,468,901.44	746,553.84	227,235.72	8.84
1101	Teacher Sub Pay	242,615.00	242,615.00		7,101.71	235,513.29	2.93
1102	Teacher Extra Pay	172,213.00	396,943.00		61,081.36	335,861.64	15.39
1200	Certificad Pupil Support Salaries	914,014.00	914,014.00	818,963.30	95,051.49	79-	10.40
1202	Pupil Support Extra Pay	12,500.00	28,500.00		27,097.86	1,402.14	95.08
1300	Crtificad Supvr Adminstrtr Stry	1,174,000.00	1,174,000.00	1,002,176.30	185,147.56	13,323.86-	15.77
1302	Cert Admin Extra Pay	46,455.00	46,455.00			46,455.00	
1900	Other Certificated Salaries	70,113.00	70,113.00	54,655.70	16,991.63	1,534.33-	24.23
1902	Other Certificated Extra Pay	271,290.00	271,290.00			271,290.00	
Total Certificated Salaries		11,430,548.00	11,586,621.00	9,344,696.74	1,139,025.45	1,102,898.81	9.83
Classified Salaries							
2100	Classified Instructional Salary	1,095,561.00	1,241,424.00	749,775.14	113,141.68	378,507.18	9.11
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		2,193.68	4,806.32	31.34
2200	Classified Support Salaries	1,789,922.00	1,725,250.00	1,352,249.09	268,286.76	104,714.15	15.55
2201	Class Support Sub Pay	119,000.00	119,000.00		323.07	118,676.93	0.27
2202	Class Support Extra Pay	80,962.00	80,962.00		2,289.63	78,672.37	2.83
2300	Class Supvr Adminstrators Stry	315,844.00	315,844.00	216,083.40	54,379.96	45,380.64	17.22
2400	Clerical Technical Office Staff Stry	1,315,818.00	1,281,000.00	1,052,691.00	176,822.02	51,486.98	13.80
2401	Clerical Sub Pay	6,000.00	6,000.00		3,018.21	2,981.79	50.30
2402	Clerical Extra Pay	14,000.00	14,000.00		5,379.65	8,620.35	38.43
2900	Other Classified Salaries	43,034.00	45,234.00	38,963.10	59,139.00	52,868.10-	130.74
2902	Other Classified Extra Pay	4,000.00					NO BDGT
Total Classified Salaries		4,822,443.00	4,867,016.00	3,409,761.73	684,973.66	772,280.61	14.07
Employee Benefits							
3101	STRSCertificatedPositions	2,854,466.00	2,871,691.00	1,481,117.53	178,260.05	1,212,313.42	6.21
3102	STRSClassifiedPositions	10,837.00	10,837.00	9,851.70	1,004.52	19,22-	9.27
3201	PERSCertificatedPositions	16,211.00	26,553.00	24,139.20	2,497.42	83,62-	9.41
3202	PERSClassifiedPositions	894,769.00	891,362.00	669,527.07	106,858.09	114,976.84	11.99
3301	OASDI Medcr Altrntv Certfc Positns	5,210.00	8,259.00	7,162.60	968.30	128.10	11.72
3302	OASDI Medcr Altrntv Clas Position	285,165.00	287,292.00	199,133.81	38,124.02	50,034.17	13.27
3311	Medicare Certificated	162,088.00	164,063.00	133,514.11	16,266.25	14,282.64	9.91
3312	Medicare Classified	67,929.00	68,561.00	47,792.12	9,670.14	11,098.74	14.10
3401	Hlth Wlfr Benefits Certific Positn	2,813,900.00	2,828,891.00	2,466,097.68	247,645.85	115,147.47	8.75
3402	Hlth Wlfr Benefit Clasifid Positn	1,352,647.00	1,363,303.00	1,027,989.03	149,049.36	186,264.61	10.93

Selection

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Fiscal Year = 2021, Ending Account Period = 0, Stmt Option? = R,

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

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Fund 01 - GeneralFund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3501	StUnemplmntInsurncCertPositns	10,666.00	10,742.00	4,625.73	563.59	5,552.68	5.25
3502	StUnemplmntInsurncClassifdPos	2,346.00	2,365.00	1,650.75	334.06	380.19	14.13
3601	WCInsuranceCertificatdPositns	274,081.00	302,600.00	244,073.12	29,750.11	28,776.77	9.83
3602	WCCompensnInsurncClassPositn	115,646.00	127,120.00	89,059.75	17,863.08	20,197.17	14.05
3701	OPEBAllocatedCertificatdPositn	409,761.00	420,796.00	337,344.47	41,595.40	41,856.13	9.88
3702	OPEBAllocatedClassifiedPositn	176,292.00	178,097.00	123,092.53	25,274.13	29,730.34	14.19
Total Employee Benefits		9,452,014.00	9,562,532.00	6,866,171.20	865,724.37	1,830,636.43	9.05
Books and Supplies							
4100	ApprvdTxbookCorCurriculaMterl	121,000.00	110,000.00		5,884.90	104,115.10	5.35
4200	BooksandOtherReferenceMaterial	2,500.00	2,500.00	2,205.54	12,824.33	12,529.87-	512.97
4300	MaterialsandSupplies	1,537,869.00	3,585,074.00	286,200.85	78,080.95	3,220,792.20	2.18
4360	TransportationGenSupplies	20,000.00	20,000.00	83.46	1,054.01	18,862.53	5.27
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		3,834.66	50,165.34	7.10
4364	TransportationTires	15,000.00	15,000.00		902.41	14,097.59	6.02
4400	NoncapitalizedEquipment	7,590.00	54,193.00	14,732.31	280,891.81	241,431.12-	518.32
Total Books and Supplies		1,873,959.00	3,956,767.00	303,222.16	383,473.07	3,270,071.77	9.69
Services and Other Operating Expenditures							
5200	TravelandConferences	300,786.00	300,635.00	35,932.00	12,185.00	252,518.00	4.05
5300	DuesandMemberships	26,200.00	26,200.00	10,377.38	15,361.00	461.62	58.63
5450	OtherInsurance	438,000.00	479,000.00		500,123.00	21,123.00-	104.41
5501	GasElectricity	439,909.00	439,909.00		32,150.14	407,758.86	7.31
5502	PestControl	6,400.00	6,400.00	3,870.00		2,530.00	
5503	SewerFees	63,000.00	63,000.00			63,000.00	
5505	Water	67,000.00	67,000.00	53,893.40	15,326.37	2,219.77-	22.88
5506	WasteDisposal	57,200.00	57,200.00	53,710.28	2,989.72	500.00	5.23
5601	FacilitiesRent	6,000.00	6,000.00			6,000.00	
5602	CopierPostageMeterRents	47,800.00	47,800.00	49,589.97	15,321.67	17,111.64-	32.05
5603	CopierMaintenance	32,305.00	32,305.00	14,813.84	1,016.60	16,474.56	3.15
5620	EquipmentRentalsAndRepairs	124,000.00	124,000.00	51,602.39	21,876.52	50,521.09	17.64
5630	ComputerMaintenanceRepairs	21,000.00	19,100.00			19,100.00	
5640	BuildingAndSiteRepairs	230,000.00	230,000.00	14,076.00	48,995.03	166,928.97	21.30
5750	TransfersDirectCostsInterfund	20,000.00-	20,000.00-			20,000.00-	
5800	ProfConsultingSrvcsandOperExpend	720,393.00	873,553.00	355,331.34	42,054.19	476,167.47	4.81

Selection

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Fiscal Year = 2021, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

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Fund 01 - General Fund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5801	Legal Fees	100,000.00	100,000.00		11,444.50	88,555.50	11.44
5802	Election Fees	31,000.00	31,000.00			31,000.00	
5804	PreEmploymentTesting	11,000.00	11,000.00		2,198.50	8,801.50	19.99
5806	Advertising	1,000.00	1,000.00			1,000.00	
5850	SoftwareMaintenanceAndLicences	193,800.00	243,800.00	45,399.75	229,805.54	31,405.29-	94.26
5900	Communications	33,250.00	33,250.00	7,664.83	10,477.65	15,107.52	31.51
	Total Services and Other Operating Expenditures	2,930,043.00	3,172,152.00	696,261.18	961,325.43	1,514,565.39	30.31
Capital Outlay							
6400	Equipment	130,326.00	131,261.00	461,911.13	399,446.82	730,096.95-	304.31
	Total Capital Outlay	130,326.00	131,261.00	461,911.13	399,446.82	730,096.95-	304.31
Tuition							
7142	OthwuitnExcsCstsDfctPy2CntyOff	733,284.00	737,284.00		39,758.00	697,526.00	5.39
	Total Tuition	733,284.00	737,284.00	.00	39,758.00	697,526.00	5.39
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	77,639.00-	77,639.00-			77,639.00-	
	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	34,230,731.00	21,082,024.14	4,473,726.80	8,674,980.06	13.07
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	16,000.00	
	Total Year To Date Other Financing Sources	16,000.00	16,000.00		.00	16,000.00	
Other Financing Uses							
Interfund Transfers Out							
7616	FromGenFundToCafeFund	224,078.00	224,078.00			224,078.00	
Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Fiscal Year = 2021, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)							
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Fund 01 - General Fund

Fiscal Year 2020/21 Through September 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 - General Fund

Fiscal Year 2020/21 Through September 2020

Revenues, Expenditures, and Changes in Fund Balance		Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Description							
A. Revenues		30,219,026.00	34,819,108.00		5,717,715.36	29,101,392.64	16.42
B. Expenditures		31,589,715.00	34,230,731.00	21,082,024.14	4,473,726.80	8,674,980.06	13.07
C. Subtotal (Revenue LESS Expense)		1,370,689.00-	588,377.00		1,243,988.56	20,426,412.58	
D. Other Financing Sources and Uses		16,000.00	16,000.00			16,000.00	
LESS Uses		224,078.00	224,078.00			224,078.00	
E. Net Change in Fund Balance		1,578,767.00-	380,299.00		1,243,988.56	20,218,334.58	
F. Fund Balance:							
Beginning Balance (9791)							
Audit Adjustments (9793)		5,190,001.00	4,674,328.00				
Other Restatements (9795)							
Adjusted Beginning Balance		5,190,001.00	4,674,328.00		.00		
G. Calculated Ending Balance		3,611,234.00	5,054,627.00		1,243,988.56		
*Components of Ending Fund Balance							
Legally Restricted (9740)							
Other Designations (9780)							
Undesign/Unappropri (9790)		3,611,234.00	5,054,627.00				
Other					21,082,024.14		

Fund 11 - Adult Education Fund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8290	AllOtherFederalRevenue	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	AllOtherStateRevenue	.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	AdultEducationFees	218,506.00	218,506.00	8,614.00-	227,120.00	-3.94
8677	InteragencySvcsBetweenLEAs	1,044,387.00	1,044,387.00		1,044,387.00	
8699	AllOtherLocalRevenue	42,934.00	42,934.00	377.78	42,556.22	0.88
	Total Other Local Revenue	1,321,168.00	1,321,168.00	8,236.22-	1,329,404.22	-0.62
	Total Year To Date Revenues	1,459,718.00	1,459,718.00	30,894.78	1,428,823.22	2.12

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	CertificatedTeachersSalaries	358,188.00	358,188.00	272.50	39,405.51	318,509.99	11.00
1101	TeacherSubPay	2,250.00	2,250.00			2,250.00	
1300	CrtificdSuprvsrAdmnstrtrSlry	64,816.00	64,816.00	54,013.30	10,802.66	.04	16.67
	Total Certificated Salaries	425,254.00	425,254.00	54,285.80	50,208.17	320,760.03	11.81
Classified Salaries							
2100	ClassifiedInstructionalSalary	46,435.00	46,435.00	42,213.40	4,221.34	.26	9.09
2102	ParaEdExtraPay	150.00	150.00			150.00	
2200	ClassifiedSupportSalaries	32,262.00	32,262.00	26,884.60	5,376.92	.48	16.67
2201	ClassSupportSubPay	3,100.00	3,100.00			3,100.00	
2400	ClericlTechniclOfficStaffSlrys	177,312.00	177,312.00	151,201.50	26,110.55	.05-	14.73
2900	OtherClassifiedSalaries	9,856.00	9,856.00			9,856.00	
	Total Classified Salaries	269,115.00	269,115.00	220,299.50	35,708.81	13,106.69	13.27
Employee Benefits							
3101	STRSCertificatedPositions	68,269.00	68,269.00	8,694.70	8,094.14	51,480.16	11.86
3102	STRSClassifiedPositions	1,592.00	1,592.00			1,592.00	
3202	PERSClassifiedPositions	53,199.00	53,199.00	45,181.40	7,344.95	672.65	13.81
3301	OASDIMedcrAltrntvCertfcPositns	140.00	140.00			140.00	

Expenditures

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Fiscal Year = 2021, 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 September 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3302	OASDI/Medicare/Alt/mtv/Class/Position	16,276.00	16,276.00	13,307.90	2,155.43	812.67	13.24
3311	Medicare/Certificated	6,166.00	6,166.00	787.15	721.53	4,657.32	11.70
3312	Medicare/Classified	3,806.00	3,806.00	3,112.30	504.09	189.61	13.24
3401	Hlth/Wftr/Benefits/Certificatd/Positn	149,702.00	149,702.00	118,668.39	15,089.25	15,944.36	10.08
3402	Hlth/Wftr/Benefit/Classifid/Positn	82,065.00	82,065.00	71,016.01	11,048.53	.46	13.46
3501	StUnemplmnt/Insurnc/Cert/Positns	212.00	212.00	27.15	24.89	159.96	11.74
3502	StUnemplmnt/Insurnc/Classifid/Pos	131.00	131.00	107.20	17.36	6.44	13.25
3601	WCompensat/Certificatd/Positns	10,198.00	10,198.00	1,417.90	1,311.40	7,468.70	12.86
3602	WCompensat/Insurnc/Class/Positn	6,454.00	6,454.00	5,754.10	932.71	232.81-	14.45
3701	OPEBA/Allocatd/Certificatd/Positn	15,352.00	15,352.00	1,959.65	1,861.66	11,530.69	12.13
3702	OPEBA/Allocatd/Classified/Positn	9,716.00	9,716.00	7,952.80	1,413.56	349.64	14.55
Total Employee Benefits		423,278.00	423,278.00	277,986.65	50,519.50	94,771.85	11.94
Books and Supplies							
4300	Materials and Supplies	8,000.00	8,000.00	224.51	1,854.33	5,921.16	23.18
Total Books and Supplies		8,000.00	8,000.00	224.51	1,854.33	5,921.16	23.18
Services and Other Operating Expenditures							
5300	Dues and Memberships	2,260.00	2,260.00	578.50	1,070.00	611.50	47.35
5501	Gas/Electricity	23,935.00	23,935.00		3,381.67	20,553.33	14.13
5502	Pest Control	700.00	700.00	660.00		40.00	
5503	Sewer Fees	1,400.00	1,400.00			1,400.00	
5505	Water	6,000.00	6,000.00	3,150.18	349.82	2,500.00	5.83
5506	Waste Disposal	3,000.00	3,000.00	2,104.60	395.40	500.00	13.18
5601	Facilities Rent	42,000.00	42,000.00		10,500.00	31,500.00	25.00
5602	Copier/Postage/Meter/Rents	1,000.00	1,000.00	2,980.19	2,244.86	4,225.05-	224.49
5603	Copier Maintenance	9,500.00	9,500.00	4,929.46	188.61	4,381.93	1.99
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	Prof/Consulting/Srvcs/And/Oper/Expnd	105,000.00	105,000.00	108,215.80	5,837.20	9,053.00-	5.56
5804	Pre/Employment/Testing	9,500.00	9,500.00		69.00	9,431.00	0.73
5806	Advertising	30,000.00	30,000.00			30,000.00	
5850	Software/Maintenance/And/Licences	16,000.00	16,000.00		15,313.74	686.26	95.71
5900	Communications	36,000.00	36,000.00	7,907.00	3,764.29	24,328.71	10.46
Total Services and Other Operating Expenditures		306,245.00	306,245.00	130,525.73	51,798.59	123,920.68	16.91
Transfers of Indirect/direct support costs							

Selection

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Fiscal Year = 2021, 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 September 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Transfers of Indirect/direct support costs (continued)							
7350	Trans Indirect Costs Interfund	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	683,322.19	190,089.40	598,847.41	12.91

Fund 11 - Adult Education Fund

Fiscal Year 2020/21 Through September 2020

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues	1,459,718.00	1,459,718.00		30,894.78	1,428,823.22	2.12
B. Expenditures	1,472,259.00	1,472,259.00	683,322.19	190,089.40	598,847.41	12.91
C. Subtotal (Revenue LESS Expense)	12,541.00-	12,541.00-		159,194.62-	829,975.81	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	12,541.00-	12,541.00-		159,194.62-	829,975.81	
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		159,194.62-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unappropri (9790)	612,182.00	612,182.00				
Other				683,322.19		

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2020/21 Through September 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	223,435.16	22,506.51	34,096.33	8.04
2201	ClassSupportSubPay	27,400.00	27,400.00		70.98	27,329.02	0.26
2202	ClassSupportExtraPay	8,600.00	8,600.00		78.70	8,521.30	0.92
2300	ClassSupvrSrAdministratorsSlry	62,597.00	62,597.00	56,906.20	5,690.62	.18	9.09
2400	ClericTechnicOfficStaffSlrys	17,728.00	17,728.00		498.77	17,229.23	2.81
	Total Classified Salaries	396,363.00	396,363.00	280,341.36	28,845.58	87,176.06	7.28
Employee Benefits							
3202	PERSClassifiedPositions	65,375.00	65,375.00	53,403.95	5,333.63	6,637.42	8.16
3302	OASDIMedicrAltrmtvClasPosition	23,989.00	23,989.00	16,849.03	1,732.69	5,407.28	7.22
3312	MedicareClassified	5,611.00	5,611.00	3,940.53	405.81	1,264.66	7.23
3402	HlthWlfarBenefitClassifidPositn	98,750.00	98,750.00	89,772.87	8,977.29	.16	9.09
3502	StUnemplmntInsurncClassifidPos	192.00	192.00	135.82	13.99	42.19	7.29
3602	WCCompenstrnInsurncClassPositn	9,504.00	9,504.00	7,322.22	753.40	1,428.38	7.93
3702	OPEBAllocatedClassifiedPositn	14,309.00	14,309.00	10,120.36	1,045.87	3,142.77	7.31
	Total Employee Benefits	217,730.00	217,730.00	181,544.78	18,262.68	17,922.54	8.39
Books and Supplies							
4300	MaterialsandSupplies	50,000.00	50,000.00	19,339.61	813.90	29,846.49	1.63
4400	NoncapitalizedEquipment				10,078.29	10,078.29-	NO BDGT
4700	Food	564,000.00	564,000.00	361,114.79	11,442.81	191,442.40	2.03

Selection

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Fiscal Year = 2021, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Books and Supplies	614,000.00	614,000.00	380,454.40	22,335.00	211,210.60	3.64
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		2,574.00	426.00	85.80
5804	PreEmploymentTesting	1,700.00	1,700.00			1,700.00	
5850	SoftwareMaintenanceAndLicences	5,900.00	5,900.00		2,617.00	3,283.00	44.36
5900	Communications	500.00	500.00		33.76	466.24	6.75
	Total Services and Other Operating Expenditures	13,100.00	13,100.00	.00	6,721.03	6,378.97	51.31
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	842,340.54	76,164.29	359,960.17	5.96
Other Financing Sources							
Other Financing Sources							
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 September 2020

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues	1,065,000.00	1,065,000.00			1,065,000.00	
B. Expenditures	1,278,465.00	1,278,465.00	842,340.54	76,164.29	359,960.17	5.96
C. Subtotal (Revenue LESS Expense)	213,465.00-	213,465.00-		76,164.29-	705,039.83	
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		76,164.29-	929,117.83	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	31,845.00	31,845.00				
Other Restatements (9795)						
Adjusted Beginning Balance	31,845.00	31,845.00		.00		
G. Calculated Ending Balance	42,458.00	42,458.00		76,164.29-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)	42,458.00	42,458.00				
Other				842,340.54		

Fund 25 - Capital Facilities Fund

Fiscal Year 2020/21 Through September 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	5,961.18	194,038.82	2.98
	Total Other Local Revenue	207,000.00	207,000.00	5,961.18	201,038.82	2.88
	Total Year To Date Revenues	207,000.00	207,000.00	5,961.18	201,038.82	2.88
Other Financing Uses						
Interfund Transfers Out						
7619	Othr Authorizd Inter Fnd Trnsfrs Out	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 September 2020

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	207,000.00	207,000.00		5,961.18	201,038.82	2.88
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	207,000.00	207,000.00		5,961.18	201,038.82	
D. Other Financing Sources and Uses						
Sources	16,000.00	16,000.00			16,000.00	
LESS Uses						
E. Net Change in Fund Balance	191,000.00	191,000.00		5,961.18	185,038.82	
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		5,961.18		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	855,029.00	855,029.00				
Other						

Fund 26 - RDAFeesFund

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRadvlpmntFndNotSubject2LCFFDD	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 September 2020

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
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 - BndIntRdmptFndA

Fiscal Year 2020/21 Through September 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLeviHmownrExmptn	4,000.00	4,000.00		4,000.00	
8572	VtdIndbtdnsLevOtrSbvnInLuTx	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	VotedIndebtdnsLevieSecurdRol	387,000.00	387,000.00		387,000.00	
8612	VotdIndebtdnesLevieUnscurdRol	26,000.00	26,000.00		26,000.00	
8613	VotdIndebtdnesLeviePriYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtdnsLevieSuplmntTaxe	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	Balance	% 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 - BndIntRdmpFndA Fiscal Year 2020/21 Through September 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/Unappropri (9790)	762,290.00	762,290.00				
Other						

Fund 52 - BndIntRdmpntFndB

Fiscal Year 2020/21 Through September 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	VotdIndbtDnesLevOtrSbvntrnsLnLuTx	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	VotdIndbtDnesLevieSuplMntlTaxe	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	% 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	370,000.00	
	Total Year To Date Expenditures	370,000.00	370,000.00	.00	370,000.00	

Fund 52 - BndIntRdmpFndB

Fiscal Year 2020/21 Through September 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)						
D. Other Financing Sources and Uses						
Sources	55,000.00-	55,000.00-		.00	55,000.00-	
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 - BndIntRdmpntFndHarrison

Fiscal Year 2020/21 Through September 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	VtdIndbtndnsLevOtrSbvntrnsInLuTx	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	VotdIndebtednssLevieUnscurdRol	52,000.00	52,000.00		52,000.00	
8613	VotdIndebtednssLeviePrYrTaxes	2,000.00	2,000.00		2,000.00	
8614	VotdIndbtndnssLevieSuplmtntlTaxe	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	Balance	% 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	.00	941,611.00	
	Total Year To Date Expenditures	941,611.00	941,611.00	.00	.00	941,611.00	

Fund 53 - BndIntRdmptFndHarrison

Fiscal Year 2020/21 Through September 2020

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
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						
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 September 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	AllOtherLocalRevenue	34,000.00	34,000.00	227.28	33,772.72	0.67
	Total Other Local Revenue	55,000.00	55,000.00	227.28	54,772.72	0.41
	Total Year To Date Revenues	55,000.00	55,000.00	227.28	54,772.72	0.41
Expenditure Detail						
Services and Other Operating Expenditures						
5800	ProfConsultngSrvcsandOperExpnd	55,000.00	55,000.00	11,125.00	43,875.00	20.23
	Total Services and Other Operating Expenditures	55,000.00	55,000.00	11,125.00	43,875.00	20.23
	Total Year To Date Expenditures	55,000.00	55,000.00	11,125.00	43,875.00	20.23

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2020/21 Through September 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		227.28	54,772.72	0.41
B. Expenditures	55,000.00	55,000.00		11,125.00	43,875.00	20.23
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	.00	.00		10,897.72-	10,897.72	
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		10,897.72-	10,897.72	
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		10,897.72-		
*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 September 2020

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
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: September 8, 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

Scholarship Fund

Al Hottinger	\$212.52
Glen Sparrow	\$250

AMENDMENT TO CONTRACT GREATER THAN \$25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

Amendment Number	1	Date of Amendment	09/01/20		
Contract Number	R41982	Date of Contract	07/01/20		
Contractor	Oroville Union High School District				
Previous Contract Price	\$150,000	☐	Fixed Price	☒	Not-to-Exceed Price
Net Change This Amendment	-\$42,870	☐	Fixed Price	☒	Not-to-Exceed Price
Revised Contract Price	\$107,130	☐	Fixed Price	☒	Not-to-Exceed Price
Original Completion Date	06/30/21				
Revised Completion Date	06/30/21				
<p><u>Description of Additional Changes:</u> (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)</p> <p>This amendment modifies Exhibit A Scope of Services, Section III Financial Commitment, as follows:</p> <ol style="list-style-type: none"> 1) Remove and replace first paragraph with, "The School District will pay an amount not to exceed \$107,130 for the cost of the Butte County Sheriff's Deputy in the role of School Resource Deputy." 2) The following language is to be added, "Due to COVID-19 Pandemic school campuses are not open and County is not providing services. County shall resume service delivery as-stated in Exhibit A once school returns to in-person session. County shall not submit invoices nor receive payment until such time." 3) Remove Payment Schedule and replace with, "County shall invoice School District on a quarterly basis the amount of \$3,571 for each week services are provided. Partial weeks shall be charged a prorated rate based on number of days service is provided during the partial week." <p>All other items remain the same</p> <p>All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.</p>					

COUNTY

CONTRACTOR

Kory Honea, Sheriff
Butte County Sheriff's Office

Date

Dr. Corey Willenberg,
Superintendent
Oroville Union High School District

Date

Contracts Division

Date

**Bruce Alpert,
County Council**

Date

OROVILLE UNION HIGH SCHOOL DISTRICT
Transportation Agreement
7/01/2020 – 06/30/2021

THIS AGREEMENT, made and entered into this 17th day of September, 2020 by and between the OROVILLE CITY ELEMENTARY SCHOOL DISTRICT of Butte County, hereinafter referred to a "DISTRICT", and OROVILLE UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "AGENCY".

WITNESSETH

The DISTRICT and the AGENCY, for consideration hereinafter named, mutually agree as follows:

1. **Scope of Agreement:** The Agency shall furnish, operate, and maintain a sufficient number of school buses for the transportation of home-to-school pupils and other persons at such times and places as may be specified by the DISTRICT to support a school start time of 8:10 a.m. and end time of 2:50 p.m.
2. **Term of Agreement:** The term of the agreement shall be for the period beginning July 1, 2020, ending June 30, 2021. It may be renewed thereafter as provided by law.
3. **Permits and Licenses:** The AGENCY, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.
4. **Insurance:** The Agency shall maintain insurance through the Butte Schools Self-funded Program. Such insurance shall have a minimum of combined single limit as specified by B.S.S.P.
 - Workers' Compensation Insurance shall be maintained as required by law as will protect the AGENCY from claims that may arise from operations under agreement.
5. **Hold Harmless:** The DISTRICT shall defend, hold harmless and indemnify AGENCY, its officers and employees from any and all claims for injuries and/or damages to person(s) and/or property, any other loss or cost, which arise out of the terms, conditions, covenants, promises, and responsibilities of this Agreement and which result from the negligent acts or omissions of the SCHOOL, its officers and/or employees.

The AGENCY shall defend, hold harmless and indemnify the DISTRICT, its officers and employees from any and all claims for injuries and/or damages to person(s) and/or property, any other loss or cost, which arise out of the terms, conditions, covenants, promises, and responsibilities of the Agreement and which result from the negligent acts or omissions of AGENCY, its officers and/or employees.

In the event of concurrent negligence of the DISTRICT, its officers and/or employees, and AGENCY, its officers and/or employees, then the liability for any and all claims for injuries

or damages to person(s) and/or property, any other loss of cost, which arise out of the terms, conditions, covenants, promises and responsibilities of the Agreement shall be apportioned according to the California Theory of Comparative Negligence.

6. **Safety Program:** The AGENCY shall provide regular and continuous formal safety instruction for all operating personnel assigned to this Agreement, who shall be required to attend regularly scheduled safety meetings.
7. **Independent Contractor:** While engaged in carrying out and complying with the terms and condition of the Agreement the AGENCY is an independent contractor, and not an officer, agent, or employee of the DISTRICT.
8. **Termination of Contract:** If the AGENCY, at any time during the period of this Agreement fails to perform satisfactorily, or furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the DISTRICT may upon one hundred twenty (120) days written notice, cancel the contract in its entirety or in part, and may procure services elsewhere.
9. **Forced Majeure:** The AGENCY and/or the DISTRICT shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, of facilities by the Government, when satisfactory evidence thereof is presented to the DISTRICT and/or the AGENCY.
 - For any day(s) the Agency is unable to provide service or the DISTRICT must close a School(s) for the reasons specified in the article, the District would not be responsible for payment.
10. **Cancellation of Transportation:** Decision as to the impassability of roads and subsequent cancellation of transportation in such situations shall be made only after joint consultation between the AGENCY and the DISTRICT. If, after such consultation, the parties have not agreed upon a decision, the AGENCY will have the responsibility of making the final decision.
 - The DISTRICT shall notify the AGENCY of any canceled home-to-school route or field trips not less than two (2) hours prior to the first scheduled pickup per trip. If the DISTRICT fails to give the AGENCY two (2) hours notification the DISTRICT shall pay the driver(s) actual time or minimum call-out time, whichever is greater.
11. **Availability of Drivers:** In the event the Agency is unable to provide staffing for a fieldtrip request, the District will be responsible for the related costs and the scheduling of the trip with an outside transportation agency.
12. **Pupil Discipline:** The District will support the AGENCY'S personnel in carrying out the discipline policy of the DISTRICT.

13. Routing and Scheduling: Prior to the start of any service under this Agreement, the DISTRICT and the AGENCY shall review the established routes and schedules. If, at any time during the term of this Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the DISTRICT and the AGENCY shall plan and institute such changes jointly.

14. Payment for Services: Payment for the basic home-to-school services shall be made in two (2) equal installments, one to be billed in December, and the other in May. Payment for other services shall be billed monthly.

The billing for transfer miles will be adjusted to actual miles at year end. A separate invoice or a reimbursement will be generated when actual miles differ from the estimated miles used in the calculation for the agreement.

Payment for all services will be due within 30 days

15. Adjustment of Rates: Compensation for services provided under the terms of this agreement shall be adjusted annually. The DISTRICT agrees to apply or allow the AGENCY to apply for any State funding that becomes available for distribution to the AGENCY.

16. Equipment Requirements: All school district vehicles under this agreement shall be approved school vehicles, as defined by applicable statutory, administrative codes or policy.

IN CONSIDERATION of the performance on the part of the AGENCY of the terms of this Agreement, the DISTRICT agrees to pay the AGENCY the following sums for pupil transportation services:

- a. Home-to school (Exhibit A)
 - Requests to adjust routes to transport students to a site other than the site within their normal attendance boundaries will be billed by applying the most current cost per mile rate to the additional miles resulting from the request.
 - Calendar variations requiring drivers to work outside of their normal contract year will be billed by applying the most current cost per mile rate to the additional miles resulting from the variation.
- b. Field trips will be charged at the Agency's actual cost per mile based on prior year's final transportation expenditures included in the Unaudited Actuals, with a minimum fee of \$150.00 charged per vehicle per trip.
 - Late cancellations of field trips will be charged a \$65.00 fee.
 - Time and mileage charges commence at the bus yard.
 - Multi-day trips will be quoted separately.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 17th day of September, 2020.

Oroville Union High School District

Oroville City Elementary School District

BY: _____

BY: _____

Susan Watts

Andrew James

TITLE: Assistant Superintendent of Business

TITLE: Assistant Superintendent of Business

DATE: _____

DATE: _____

OROVILLE UNION HIGH SCHOOL DISTRICT

EXHIBIT "A"

COMPUTATION OF TRANSPORTATION COST FOR THE YEAR 2020 – 2021

Actual 2019–2020 total home-to-school transportation costs.	\$1,291,016
Expenses related to additions below	\$ <u>0</u>
General home-to-school transportation expenses	\$1,291,016
Usage formula based upon Mid-Placer Model**percent calculation	\$ 645,508
Intangible services cost 8%**	\$ <u>51,641</u>
Total general home-to-school transportation cost for 2019-2020	\$ 697,149

Additions:

Estimated costs associated with transporting students attending a site outside of their attendance area	\$ 0
Costs associated with the additions of one non-contract day	\$ <u>0</u>
Total transportation cost allocated to Oroville City Elementary School District for 2020-2021	\$ <u>697,149</u>

**Note: Mid-Placer Model averages miles and double the time because man-hours are more expensive. Example:

<u>District</u>	<u>Miles</u>	<u>Percent</u>	<u>Minutes</u>	<u>Percent</u>	<u>X2</u>	<u>Average</u>
OUHSD	64,042	58%	1237	46%	92%	50%
OCESD	47,252	42%	1477	54%	108%	50%

To calculate final average, add miles percentage to the X2 minutes percentage and divide by 3.

***Note: Intangible services costs include, but are not limited to parent complaints, finding substitute drivers, student discipline, etc.



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 9/08/2020
Subject: OUHSD 2020-2021 Spring Release Consolidated Application

Background Information: The Assistant Superintendent and Education Services collaborated on the 20-21 spring release Consolidated Application for OUHSD Title I, II, III and Title V funds. This application is a requirement of the California Department of Education for receiving federal funding for services to students from special populations (English Learners, Homeless and Foster Youth, Low Socio-economic and Rural status) The application is included for the Board's review. OUHSD convened the District English Learner Advisory Committee meeting to review this plan and that committee approved moving the plan forward to the Governing Board.

Financial Impact: N/A

Recommendation: Approval of the OUHSD 2020-2021 Consolidated Application.

2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Kevin Simas
Authorized Representative's Signature	
Authorized Representative's Title	Director of Education
Authorized Representative's Signature Date	08/14/2020

*****Warning*****

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Kevin Simas
Authorized Representative's Title	Director of Education
Authorized Representative's Signature Date	08/14/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2020-21 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/12/2019
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Kevin Simas
Authorized Representative's Title	Director of Education

*****Warning*****

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2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	09/16/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Maggie Salazar
DELAC review date	09/03/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.ouhsd.org/Page/106
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

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2020-21 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
Title V, Part B Subpart 2 Rural and Low-Income Grant ESSA Sec. 5221 SACS 4126	Yes

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2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$114.40
Estimated English learner student count	98
Estimated English learner student program allocation	\$11,211

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$11,211
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$11,211

*****Warning*****

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2020-21 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$104.70
Estimated immigrant student count	2
Estimated immigrant student program allocation	\$209

Note: Eligibility criteria

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$209
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$209

*****Warning*****

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Jonathan Feagle, Fiscal Oversight and Support Office, JFeagle@cde.ca.gov, 916-323-8515

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	OUHSD certifies that there are no known deficiencies or challenges with the substitute system for time accounting.

*****Warning*****

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FAMP Disposal Request September 2020

[illegible]

Date Board Approved _____

First Reading of BP's and AR's

BP 0470 - COVID-19 Mitigation Plan

The policy is intended for use during the coronavirus pandemic and supersedes conflicting provisions in other district policies and regulations, thereby eliminating the need to temporarily revise other policies and regulations. When the Governing Board determines, in conjunction with guidance from state and local health officials, that district operations may resume in a manner that makes this policy inapplicable, it should be removed from the district's policy manual.

AR 3514.2 - Integrated Pest Management

(AR revised) Regulation updated to clarify the applicability of integrated pest management requirements to child care facilities, delete an outdated date by which the annual training requirement became effective, and add requirement for pesticide-specific training. Regulation also reflects NEW STATE REGULATION (Register 2017, No. 45) which prohibits growers from making certain agricultural pesticide applications within one-quarter mile of a school site between 6:00 a.m. and 6:00 p.m. on weekdays and requires such growers to annually notify the principal regarding pesticides it expects to use during the year.

BPE 3515.21 - Unmanned Aircraft Systems (Drones)

(BP added) New optional policy addresses strategies for avoiding disruption and maintaining the safety, security, and privacy of individuals when the district grants permission for a person or entity to operate an unmanned aircraft system (drone) on or over district property. Policy reflects federal regulations and Federal Aviation Administration guidance, and provides that the district shall only grant permission if the planned activity supports the district's own instructional, co-curricular, extracurricular, or operational purposes. Form was added for Superintendent to approve or deny request.

BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions

Policy updated to reflect NEW LAW (SB 233) which authorizes the board to adopt policy allowing a parent/guardian, but not school personnel, to administer medicinal cannabis in a non-smokeable, non-vapeable form at a school site to a student who is a qualified patient. Policy explains the conflict between state and federal law and provides options for districts to authorize or not authorize administration of medicinal cannabis at a school site. For districts that choose to authorize medicinal cannabis, policy reflects the components that are mandated to be in policy, including requirements for parents/guardians to provide a written medical recommendation for the student to be administered medicinal cannabis, sign in at the school before administering the cannabis, and remove any remaining cannabis from the school site. Regulation reflects NEW LAW (AB 743) which requires districts to accept a physician statement for inhaled asthma medication from a health plan operating under the laws of Mexico that is licensed in California.

BP/AR 5141.22 - Infectious Diseases

Policy reflects NEW LAW (AB 262, 2019) which requires local health officers to notify and update districts of an outbreak, or imminent outbreak, of a communicable disease and requires districts to comply with any orders issued by the health officers and all applicable privacy laws. Policy also clarifies that any allowable exclusions apply only to on-campus instruction and provides that the superintendent or designee will, when necessary, inform the local health official of any potential outbreak. Regulation updated to add section on "Prevention and Mitigation Plan" reflecting general best practices based on COVID-19 guidance. Regulation also adds recommendations from CDE's Science Safety Handbook pertaining to experiments involving human blood sampling.

AR 5142.26 - Tuberculosis Testing

(AR revised) Regulation updated to reflect guidance from the California Department of Public Health and the Child Health and Disability Prevention office of the California Department of Health Care Services clarifying that the health screening for school entry includes testing for tuberculosis only when required by the local health department. Regulation also reflects law authorizing parents/guardians to submit a signed waiver indicating that they do not want or are unable to obtain the health screening for their child.

BP/AR 5144.1 - Suspension and Expulsion/Due Process

Policy and regulation updated to reflect **NEW LAW (SB 419)** which prohibits districts from suspending students in grades 4-8 for disrupting school activities or willfully defying the authority of school personnel. Policy also references **NEW LAW (AB 982)** which requires a district to provide a student who is suspended for two or more days with the homework assigned during the period of suspension. Regulation adds new section on "Additional Grounds for Suspension and Expulsion: Grades 9-12" reflecting the option to suspend, but not expel, a student in grades 9-12 for disruption or willful defiance.

AR 5145.13 (Response to Immigration Enforcement)

To meet DOJ requirements, a section was added to the regulation to reflect that the Uniform Complaint Procedure would be used to process any complaints received.

BP/AR 5145.3 (Nondiscrimination/Harassment)

To meet DOJ requirements, the section under record keeping in the policy was revised to delete the reference to a designee and "record of all reported cases..." was changed to "record of all oral or written reported cases..." The regulation was revised to reflect that any complaint filed against the Superintendent would be submitted to the Board President.

BP/AR 5145.7 (Sexual Harassment)

To meet DOJ requirements, the section under record keeping in the policy was revised to delete the reference to a designee and "record of all reported cases..." was changed to "record of all oral or written reported cases..." The regulation was updated to remove references to a designee, and language was added to reflect that any complaint filed against a Principal would be referred to the Superintendent and any complaint filed against the Superintendent would be submitted to the Board President

BP 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities

Policy revised to specify that students with disabilities will be provided with a course of study that provides them with a free appropriate public education in accordance with their individualized education program.

BP/AR 6159 - Individualized Education Program

Policy updated to include the requirement, formerly in BP/AR 0430 - Comprehensive Local Plan for Special Education, to provide a free appropriate public education (FAPE) to students who have been suspended or expelled from school or who are placed by the district in a nonpublic, nonsectarian school. Policy adds the requirement to provide FAPE to individuals age 18-21 who are incarcerated in an adult correctional facility if they had been identified as students with disabilities or had an individualized education program (IEP) in their prior educational placement. Paragraph on the rights of foster parents moved to AR. Regulation updates the section on "Contents of the IEP" to consolidate lists of IEP requirements for clarity. Regulation reflects **NEW LAW (SB 98, 2020)** which requires the IEP to describe the means by which the IEP will be provided under emergency conditions in which instruction and/or services cannot be provided to the student at school or in person for more than 10 school days. Regulation also reflects **NEW LAW (AB 947, 2019)** which (1) authorizes districts to consider elements of the "expanded core curriculum," as defined, when developing an IEP for a student who is blind, has low vision, or is visually impaired, and (2) establishes requirements for orientation and mobility evaluations conducted for such students. Regulation also reflects **NEW LAW (AB 605, 2019)** which requires districts to provide assistive technology devices for use in a student's home or other setting when required by the student's IEP, and requires that such students be given continued access to assistive technology devices for up to two months after transferring out of the district. Section on "Parent/Guardian Consent for Provision of Special Education and Services" revised to more directly reflect law.

BP/AR 6159.1 - Procedural Safeguards for Special Education

Policy updated to encourage early, informal resolution of any dispute regarding special education services. Policy also reflects NEW STATE REGULATIONS (Register 2020, No. 21) which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities in Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE. Regulation updated to clarify that due process complaints should be filed with the state Office of Administrative Hearings and that such complaints must generally be filed within two years of the date the parent/guardian or district knew or should have known about the alleged violation. Regulation also adds new section on "State Compliance Complaints" reflecting NEW STATE REGULATIONS (Register 2020, No. 21) which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

BP/AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to include the provision of nonpublic, nonsectarian school and agency (NPS/A) services in the comprehensive local plan of the Special Education Local Plan Area. Policy reflects NEW LAW (AB 1172, 2019) which requires districts to verify that the NPS/A provides staff training in the use of practices and interventions specific to the unique behavioral needs of the student population at the NPS/A. Policy also reflects the requirement for the district to pay the full amount of the school's tuition or, as amended by AB 1172, the fees for the agency. Legal cite for Education Code 56366.3 deleted as it has been repealed. Regulation updated to include the maximum term of the master contract between the district and NPS/A, expand the components of the contract in accordance with state law and regulations, and include the ability to terminate the contract for cause with 20 days' notice. Regulation also provides more detail regarding the annual IEP review focused on NPS/A students. New section on "On-Site Visits" reflects NEW LAW (AB 1172, 2019) which (1) requires the district to conduct an on-site visit of an NPS/A the first time the district places a student at that NPS/A, and (2) requires the district to annually conduct an on-site monitoring visit to review the services provided to the student, the facilities, and the student's progress.

BP/AR 7140 - Architectural and Engineering Services

(BP/AR revised) Policy updated to clarify the district's responsibility to select a licensed architect and/or structural engineer as required by law when professional design services are used for construction or modernization of school facilities and to address the need to comply with state safety and design standards. Policy adds the general duties of the architect and/or structural engineer and the circumstances under which design specifications must be submitted to CDE and the Division of the State Architect. Regulation updates the components of the selection process to more directly reflect law and adds the district's authority, if negotiations with the most qualified firm are unsuccessful, to negotiate a contract with the second most qualified firm and then the third most qualified firm. Regulation also includes the option to award a contract to a single entity for both the design and construction of a school facility in excess of \$1 million ("design build" contract).

Philosophy, Goals, Objectives and Comprehensive Plans

COVID-19 Mitigation Plan

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

The Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe. The Board's decision to reopen school campuses for classes and after school programs shall be made in consultation with state and local health officials, the county office of education, and neighboring school districts. The district shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, and community input.

Prior to the return to on-campus teaching and learning, the Superintendent or designee shall provide to students, parents/guardians, and staff current information about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, the current recommendations from the state and local departments of public health, and any other information and/or resources to prepare for a safe return to on-campus teaching and learning. The Superintendent or designee shall also provide information on the processes and protocols the district will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities.

Student Support

The Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

As school campuses reopen, staff shall provide a caring and nurturing educational environment for students. The district may provide instruction on social-emotional well-being to all students, including information on how to deal with stress and anxiety in healthy ways and the importance of emotional well-being for academic success.

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

COVID-19 Mitigation Plan (Cont.)

As needed, the district may provide referrals of students and families to basic needs assistance or social services.

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

The Superintendent or designee may provide information to staff and parents/guardians regarding how to provide mental health support to students. The Superintendent or designee may also provide counseling to staff who are experiencing emotional difficulties as a result of COVID-19.

Instruction/Schedules

Please refer to the District's Reopening Plan and Distance Learning Schedule posted on the district website (ouhsd.org) for detailed information.

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the district may supplement on-campus instruction with home assignments.

Appropriate training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

Evaluation of Academic Progress Following Campus Closure

Upon return to on-campus instruction following an extended campus closure, the Superintendent or designee shall evaluate the impact of the campus closure on students' academic progress. Such evaluation may:

1. Address student-specific needs arising from the transition back into on-campus instruction
2. Consider whether or not a student has experienced a regression of skills and/or lack of progress
3. If regression and/or a lack of progress is present, identify opportunities for recovery, including supplemental educational services and/or new or different support services

For students with disabilities, the evaluation of academic progress shall also be used to determine whether an additional or revised individualized education program (IEP) or Section 504 plan is needed for the student to be academically successful when returning to on-campus instruction. The Superintendent or designee may prioritize urgent student need in scheduling initial and triennial assessments and annual IEP meetings. The Superintendent or designee shall ensure district compliance with all procedural timelines for IEPs and Section 504 plans as required, unless amended by executive order.

COVID-19 Mitigation Plan (Cont.)

Grading

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

1. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means

Health Screening of Students

To the extent feasible, students may be screened for COVID-19 symptoms before boarding a school bus and/or upon arrival at school each day as outlined in CDC guidelines. The Superintendent or designee shall work with local health officials to determine the appropriate means of screening, which may include temperature checks with a no-touch thermometer.

If the screening indicates a fever or other COVID-19 symptoms, or if the student exhibits symptoms at any time during the school day, the student shall be placed in a supervised isolation area until the student's parent/guardian is contacted and the student can be transported home or to a health care facility. School staff may provide the parent/guardian with referrals to school or community health centers for further testing. The district will work with Butte County Public Health on students that may have been exposed or tested positive.

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until Butte County Public Health states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

Students who are identified as being in a high-risk population for serious complications from COVID-19 because of a medical condition may request assessment and accommodations under Section 504 and/or an alternative instructional method that allows the student to continue receiving instruction off campus.

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

COVID-19 Mitigation Plan (Cont.)

If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the principal or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The district employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the district and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or site Supervisor of Attendance shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

Social Distancing

In order to maintain a campus environment that allows for social distancing, the district shall assess the capacity of school facilities, including classrooms, cafeterias, multi-purpose rooms, gyms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the district may:

1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other
2. Stagger students in areas of high traffic, such as when students are using lockers, lining up for class, or passing between classes
3. Mark six-foot boundaries within classrooms, common areas, outdoor spaces, and places where students are likely to gather so that students and staff are more readily aware of and can more easily abide by social distancing requirements
4. Utilize restroom stalls and sinks in a manner that allows for social distancing, such as limiting the number of students and/or staff who may use the restroom at a time, blocking off every other stall or sink from use, and/or marking six-foot boundaries
5. Minimize the mixing of students from different classrooms in common spaces, such as in cafeterias and libraries
6. Conduct physical education classes in a manner that allows for social distancing and minimizes the use of physical education equipment
7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives

COVID-19 Mitigation Plan (Cont.)

8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

Personal Protective Equipment and Hygiene Practices

The Board requires students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the district shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Face coverings shall not be required for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The district shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

The Superintendent or designee shall ensure that ventilation systems are operating properly and that air flow and ventilation within district facilities is increased, to the extent possible, by opening windows and doors and using fans and air conditioning. Garbage shall be removed daily and disposed of safely.

COVID-19 Mitigation Plan (Cont.)

Food Services

The Superintendent or designee shall ensure that students have access to clean drinking water other than through a drinking fountain, and food which is procured, stored, and served in a manner that reduces the likelihood of COVID-19 transmission and follows state and national guidelines for nutrition.

For meals that are consumed on school grounds, the Superintendent or designee shall ensure that students will be able to maintain proper social distancing while eating. In order to do so, the Superintendent or designee may consider the consumption of meals in classrooms, gyms, the outdoors, and/or other district grounds.

Meal service shall also be available to students participating in distance learning, which may include and/or entirely consist of a "grab and go" service or delivery.

Staff

Prior to reopening campuses, the Superintendent or designee shall review staff assignments and, upon request, may reassign employees to reduce exposure to the virus, especially for high-risk staff. When feasible for the position, employees may be granted a remote work assignment.

In the event that employees are unable to perform their duties due to partial or full closure of campuses, the Board shall compensate employees as permitted by law.

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work or telework because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

Until December 31, 2020, an eligible employee may take paid sick leave for up to 80 hours, or the number of hours that a part-time employee works on average over a two-week period, if the employee is unable to work or telework because the employee is: (29 USC 2601)

1. Subject to a federal, state, or local quarantine or isolation order related to COVID-19
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19
3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis
4. Caring for an individual who is subject to a federal, state, or local quarantine or isolation order or has been advised by a health care provider to self-quarantine

COVID-19 Mitigation Plan (Cont.)

5. Caring for the employee's child whose school or child care provider is closed or unavailable for reasons related to COVID-19
6. Experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services

Employees shall be paid their regular rate of pay for leave taken pursuant to items #1-3 above, or two-thirds their regular rate of pay for leave taken pursuant to items #4-6 above, within the limits specified in law. (29 USC 2601)

For the purpose specified in item #5 above, eligible employees who have been employed by the district for at least 30 calendar days shall be granted extended leave for up to 12 work weeks upon request. The first 10 days of such leave shall be unpaid unless the employee uses accrued vacation leave, personal leave, sick leave, or paid sick leave granted pursuant to 29 USC 2601. After the first 10 days, the district shall pay not less than two-thirds of the employee's regular pay for the number of hours per week the employee normally works, with a maximum of \$200 per day and \$10,000 for the total period. Eligibility for extended leave for this purpose is subject to the employee's eligibility for leave pursuant to the Family and Medical Leave Act. (29 USC 2601, 2620)

The district shall post, in conspicuous places where employee notices are customarily posted, a notice prepared by the U.S. Department of Labor regarding the requirements of 29 USC 2601 and 2620. (29 USC 2601)

Follow-Up with Infected Persons/Contact Tracing

The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.

If a student, family member of a student, or staff member has tested positive for COVID-19, the district shall assist local health officials in conducting contact-tracing to identify potentially exposed individuals and ask them to self-quarantine, which may include not participating in on-campus instruction. While maintaining the privacy of the infected person, the district shall inform other students and staff with whom the infected person may have had contact in school.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

COVID-19 Mitigation Plan (Cont.)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high-risk status.

Community Relations

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

While the Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all district protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

Use of school facilities by persons or organizations for community purposes involving large gatherings shall be suspended until the Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may only grant an exception if the number of participants in the activity will be limited and the person or organization follows the processes and protocols established by the district to minimize the health risks associated with COVID-19.

Potential Reclosure of Campus

The district shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose school campuses for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.

If any person diagnosed with COVID-19 is known to have been in district building(s), the Superintendent or designee shall immediately notify local health officials to determine a course of action. The building should be closed until cleaning and disinfecting of the building can be completed and the district can consult with local health officials to determine, based on up-to-date information about the specific cases in the community, whether an extended closure is needed to stop or slow further spread of COVID-19.

COVID-19 Mitigation Plan (Cont.)

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the district shall continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

Adopted:

Business and Non-instructional Operations

Integrated Pest Management

Definitions

Integrated pest management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. (Education Code 17609; Food and Agricultural Code 13181)

School site means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an IPM strategy that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and annually update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

The district's program shall include, but not necessarily be limited to, the following components:

1. Identifying and monitoring pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazards that would indicate corrective action should be taken

Integrated Pest Management (Cont.)

3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.

No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and product label directions.
7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.
8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM as described in the section "Training" below.
9. Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.

Training

The IPM coordinator and any employee or contractor who may be designated to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.

Notifications

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it

Integrated Pest Management (Cont.)

2. The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184
3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site
6. Other information deemed necessary by the IPM coordinator

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Whenever the IPM coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

Warning Signs

The IPM coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number

Integrated Pest Management (Cont.)

3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide to protect the health and safety of students, staff, or other persons or the school site, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

At the end of each calendar year, the IPM coordinator shall submit to DPR, on a form provided by DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. A school may meet this requirement by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

Pesticide Use near School Site

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.

Adopted: 10/3/01
Amended: 11/15/06, 10/19/16

Business and Non-instructional Operations

Unmanned Aircraft Systems (Drones)

The Governing Board recognizes that unmanned aircraft or aerial systems (drones) may be a useful tool to enhance the instructional program and assist with district operations. In order to avoid disruption and maintain the safety, security, and privacy of students, staff, and visitors, any person or entity desiring to use a drone on or over district property shall submit a written request for permission to the Superintendent or designee.

A small unmanned aircraft system or drone is an aircraft weighing less than 55 pounds that is operated remotely without the possibility of direct human intervention from within or on the aircraft and the associated elements, including communication links and controls, required for the pilot to operate the aircraft safely and efficiently. It does not include model aircraft or rockets such as those which are radio controlled and used only for hobby or recreational purposes. (49 USC 40101 Note; 14 CFR 107.3)

The Superintendent or designee may grant permission to district employees and students for the use of drones only if the planned activity supports instructional, co-curricular, extracurricular, athletic, or operational purposes. Such uses may include, but are not limited to, instruction in science, technology, engineering, and math (STEM), the arts, or other subjects; maintenance of grounds and facilities; and campus security. When used for instructional purposes, there shall be a clear and articulable connection between drone technology and the course curriculum. Students shall only operate a drone on or over district property under the supervision of a district employee as part of an authorized activity.

The Superintendent or designee may grant permission to other persons or entities under terms and conditions to be specified in a memorandum of understanding.

Any person or entity requesting to operate a drone on or over district property, including a district employee, shall provide a description of the type of operation requested, flight location, date and time of the planned flight, anticipated duration, and whether photos and/or video will be taken. As applicable, the applicant shall also present a copy of his/her Certificate of Waiver or Authorization or exemption issued by the Federal Aviation Administration.

Any person or entity, other than a district employee or student, who is requesting or operating a drone on or over district property shall agree to hold the district harmless from any claims of harm to individuals or property resulting from the operation of the drone and provide proof of adequate liability insurance covering such use.

In determining whether to grant permission for the requested use of a drone, the Superintendent or designee shall consider the intended purpose of the activity and its potential impact on safety, security, and privacy. The decision of the Superintendent or designee shall be final.

Any person authorized to use a drone on district property shall sign an acknowledgment that he/she understands and will comply with the terms and conditions of the district's policy, federal law and regulations, state law, and any local ordinances related to the use of drones.

Unmanned Aircraft Systems (Drones) (Cont.)

When any use of drones is authorized, the Superintendent or designee shall notify the drone operator of the following conditions:

1. The operator is responsible for complying with applicable federal, state, and/or local laws and regulations, including federal safety regulations pursuant to 14 CFR 107.15-107.51 which include, but are not limited to, requirements that the drone not be flown at night, above 400 feet in altitude, or over any people unless they are in a covered structure or stationary vehicle. The operator shall maintain the visual line of sight with the drone at all times.
2. The drone shall be kept away from any area reasonably considered private, including, but not limited to, restrooms, locker rooms, and individual homes.
3. The district reserves the right to rescind the authorization for use of drones at any time.

The Superintendent or designee may remove any person engaged in unauthorized drone use on district property and/or may confiscate the drone. He/she may also shut down the operation of any authorized drone use whenever the operator fails to comply with the terms of the authorization or the use interferes with district activity, creates electronic interference, or poses unacceptable risks to individuals or property.

Any student or staff member violating this policy shall be subject to disciplinary action in accordance with district policies and procedures.

Federal Reference

14 CFR 107.1-107.205
14 CFR 107.12
14 CFR 107.15-107.51
14 CFR 107.53-107.79
49 USC 40101

Description

Small unmanned aircraft systems
Requirement for a remote pilot certificate with a small UAS rating
Operating rules; safety
Remote pilot certification
Note Unmanned aircraft systems

Oroville Union High School District

Request for Use of Unmanned Aerial Systems (UAS)/Drones on District Facilities
(Must be submitted to the Superintendent's office at least 72 hours before activity)

Requester Information

Name: _____

Address: _____

Phone: _____ E-mail: _____

Purpose of Request/Proposed Activity

Date of Activity: _____

Location: _____

Start Time: _____ End Time: _____

Please provide the full details of the flight purpose, including the identity of any and all operators and/or flight team. Please include whether you are requesting permission to take photos and/or videos as well as any and all other relevant details.

UAS/Drone Description

Type/Model: _____ Weight: _____

Power Source/Serial #: _____ FAA Reg. #: _____

I agree to abide by all OUHSD policies governing the use of UAS/Drones on district property. I understand that I must be in possession of this form at all times during the activity and I must present it to any OUHSD employee upon request.

Requestor's Signature: _____ Date: _____

This request has been ☐ approved ☐ denied by the Superintendent.

Superintendent's Signature: _____ Date: _____

Reason for denial: _____

Students

Administering Medication & Monitoring Health Conditions

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

Administering Medication & Monitoring Health Conditions (Cont.)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

State Reference	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Notifications at beginning of term
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis
Federal Reference	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973, Section 504

Adopted: 3/7/84
 Amended: 5/5/04, 5/18/05, 11/16/16, 3/21/18

Students

Administering Medication & Monitoring Health Conditions

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a non-episodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.

Administering Medication & Monitoring Health Conditions (Cont.)

2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Submitting the parent/guardian written statement and the authorized health care provider's written statement each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician, and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication

Administering Medication & Monitoring Health Conditions (Cont.)

3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands the responsibilities to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands the right to terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall:
(Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)

Administering Medication & Monitoring Health Conditions (Cont.)

4. If a parent/guardian has requested that the student be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

Administering Medication & Monitoring Health Conditions (Cont.)

- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities
8. Report to a student's parent/guardian and the site administrator any refusal by the student to take the medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance
14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

Administering Medication & Monitoring Health Conditions (Cont.)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Administering Medication & Monitoring Health Conditions (Cont.)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a manufacturer or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

Approved: 4/78

Amended: 5/4/83, 2/5/03, 5/5/04, 5/18/05, 11/16/16, 3/21/18

Students

Infectious Diseases

The Governing Board desires to protect students from risks posed by exposure to infectious diseases while providing a high-quality education for all students. The Superintendent or designee shall collaborate with local and state health officials to develop and regularly update a comprehensive plan for disease prevention that promotes preventative measures, mitigation, education, communication, and training of students and staff. All measures to limit the spread of infectious diseases shall be nondiscriminatory and ensure that equity is promoted.

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs and operations are based on the most up-to-date information.

The district's comprehensive health education program shall provide age-appropriate information about the nature and symptoms of communicable diseases, their transmission, and how to help prevent the spread of contagious diseases.

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

Students with Infectious Diseases

The Superintendent or designee shall exclude students from on-campus instruction only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize exposure to other diseases in the school setting. If necessary, the Superintendent or designee shall inform the local health official of any potential outbreak. The Superintendent or designee shall ensure that student confidentiality and privacy rights are strictly observed in accordance with law.

State Reference

17 CCR 2500-2511
8 CCR 5193
CA Constitution Article 1, Section 1
Civ. Code 1798-1798.76
Civ. Code 56-56.37

Description

Communicable disease reporting requirements
California bloodborne pathogens standard
Right to Privacy
Information Practices Act
Confidentiality of medical information

Infectious Diseases (Cont.)

Ed. Code 48210-48216
Ed. Code 49073-49079
Ed. Code 49403

Ed. Code 49405
Ed. Code 49406
Ed. Code 49408
Ed. Code 49602
Ed. Code 51202
H&S Code 120230
H&S Code 120325-120380
H&S Code 120875-120895
H&S Code 120975-121022
H&S Code 121475-121520

Federal Reference

20 USC 1232g
20 USC 1400-1482
29 USC 794
45 CFR 164.500-164.534

Persons excluded
Privacy of pupil records
Cooperation in control of communicable disease and immunization of pupils
Smallpox control
Examination for tuberculosis (employees)
Information of use in emergencies
Confidentiality of student information
Instruction in personal and public health and safety
Exclusion for communicable disease
Immunization against communicable diseases
AIDS information
Mandated blood testing and confidentiality to protect public health
Tuberculosis tests for pupils

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Rehabilitation Act of 1973, Section 504
Health Insurance Portability and Accountability Act (HIPAA)

Adopted: 12/20/06
Amended:

Students

Infectious Diseases

Prevention and Mitigation Plan

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health
2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen
3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures
4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law
5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies
6. Procedures for the cancellation or alteration of extracurricular activities and field trips
7. Protocols for transportation of students using district vehicles
8. Information on effective hygiene practices
9. Provisions for continuing free and reduced-price meal services
10. Processes for protecting students who are at higher risk from the disease
11. Programs that enhance a positive school climate and foster the emotional well-being of all students
12. Guidelines for cleaning and sanitization of district facilities and equipment
13. Protocols for visitors and outside groups that utilize district facilities
14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Infectious Diseases (Cont.)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.
2. Students shall wear gloves or other personal protective equipment as appropriate.
3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.
 - a. For finger punctures, students shall use individual sterile lancets that have engineered sharps injury protection and shall not reuse them.
 - b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.
 - c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.
4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.
5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

Students

Tuberculosis Testing

Any student who is reasonably suspected of having active tuberculosis shall be excluded from attendance at a district school until the student provides evidence of a certificate showing that the student is free of communicable tuberculosis. (Health and Safety Code 121485, 121495, 121505)

Students shall be screened or tested for tuberculosis under the following circumstances:

1. When required by the local health department as part of the comprehensive health screening required for school entry, parents/guardians shall, within 90 days after their child's entry into first grade, provide certification evidencing that their child has been screened for risk of tuberculosis within the preceding 18 months. Such certification shall be on a form approved by the California Department of Health Care Services. (Health and Safety Code 124040, 124085, 124105)

In lieu of the certificate, parents/guardians may submit a signed waiver indicating that they do not want or are unable to obtain the health screening and evaluation services for their child and, if applicable, the reasons that they are unable to obtain the services. (Health and Safety Code 124085)

2. Whenever ordered by the local health officer for the preservation and protection of public health, students seeking admission for the first time to a district school at any grade level shall submit to tuberculosis testing. Students who are subject to the health officer's order shall be admitted to school as follows:

- a. The Superintendent or designee shall unconditionally admit any student who, prior to admission, submits a certificate signed by any public or private medical provider indicating that the student has completed an approved tuberculosis examination and is free from active tuberculosis. (Health and Safety Code 121485, 121490, 121500; 22 CCR 41305, 41311, 41313)

The Superintendent or designee shall exempt a student from the requirement to submit a certificate if the student's parent/guardian, or the student if an emancipated minor, provides an affidavit stating that the required examination is contrary to one's personal beliefs. If there is probable cause to believe that such a student has active tuberculosis, the student may be excluded from school until the Superintendent or designee is satisfied that the student is not afflicted. (Health and Safety Code 121505)

- b. A student who has not submitted the certificate or personal beliefs affidavit may be admitted on condition that the student receives an approved tuberculin skin test within 10 school days after admission. A student who has had a positive skin test and has not subsequently obtained a chest x-ray may be admitted on condition that the student receives a chest x-ray within 20 school days after admission. Any student who fails to provide the certificate within those time periods shall be prohibited from further attendance until the certificate is provided. (Health and Safety Code 121495; 22 CCR 41315, 41327)

Students

Tuberculosis Testing

- c. Whenever the local health officer so orders, a student may be required to complete an additional examination and provide another certificate indicating that the student is free of communicable tuberculosis. (Health and Safety Code 121485)
 - d. At the discretion of the local health officer, the district may admit a student without a certificate if the student is undergoing or has already undergone preventive treatment for tuberculosis infection or treatment for tuberculosis disease. (22 CCR 41319)
-
3. Whenever the Superintendent or designee suspects that a student who has not been examined for tuberculosis either has the disease or has been exposed, the Superintendent or designee shall immediately report by telephone to the local health officer. When required by the local health officer, the district shall exclude the student from school until the student is certified to be free of communicable tuberculosis. (22 CCR 41329)

The Superintendent or designee shall maintain a record of any student's tuberculosis examination as part of the student's mandatory permanent student record. (22 CCR 41323)

The Superintendent or designee shall annually file a report with the local health department on the results of tuberculosis examinations for all new district students required to complete such examinations in accordance with item #2 above, including, but not necessarily limited to, the number of students unconditionally and conditionally admitted and the number of students exempted on the basis of their personal beliefs. (22 CCR 41325)

Students

Suspension and Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

Suspension and Expulsion/Due Process (Cont.)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

Suspension and Expulsion/Due Process (Cont.)

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

State Reference	Description
CCP. 1985-1997	Production of evidence; means of production
Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Ed. Code 17292.5	Program for expelled students
Ed. Code 1981-1981.5	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32261	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules (for government and discipline of schools)
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Readmission; contact with juvenile justice system
Ed. Code 48660-48666	Community day schools
Ed. Code 48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion

Suspension and Expulsion/Due Process (Cont.)

Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parental notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8239.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Contempt
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11058	Standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 288a	Oral copulation
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime, defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Interference with exercise of civil rights
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 729.6	Counseling

Federal Reference	Description
18 USC 921	Definitions, firearm
20 USC 1415(K)	Placement in alternative educational setting
20 USC 7961	Gun-free schools
42 USC 11432-11435	Education of homeless children and youths

Adopted: 2/21/07
 Amended 2/20/13, 11/5/14, 9/21/16, 2/28/18, 12/19/18

Students

Suspension and Expulsion/Due Process

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

Suspension and Expulsion/Due Process (Cont.)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Suspension and Expulsion/Due Process (Cont.)

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Suspension and Expulsion/Due Process (Cont.)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Suspension and Expulsion/Due Process (Cont.)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

Suspension and Expulsion/Due Process (Cont.)

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Suspension and Expulsion/Due Process (Cont.)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
 - c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

Suspension and Expulsion/Due Process (Cont.)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication or other medication prescribed by a physician

Suspension and Expulsion/Due Process (Cont.)

4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian shall be effective upon approval by the Board.

Suspension and Expulsion/Due Process (Cont.)

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing
2. Have up to two adult support persons present at the hearing at the time the witness testifies
3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Suspension and Expulsion/Due Process (Cont.)

Non-attorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

Suspension and Expulsion/Due Process (Cont.)

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.

Suspension and Expulsion/Due Process (Cont.)

- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person who is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
 - iii. The person conducting the hearing may:
 - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours
 - C. Permit one of the support persons to accompany the complaining witness to the witness stand
6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Suspension and Expulsion/Due Process (Cont.)

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Suspension and Expulsion/Due Process (Cont.)

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Suspension and Expulsion/Due Process (Cont.)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

Suspension and Expulsion/Due Process (Cont.)

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

Suspension and Expulsion/Due Process (Cont.)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Suspension and Expulsion/Due Process (Cont.)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Adopted: 3/7/84
Amended: 4/15/98, 2/6/02, 1/15/03, 3/3/04, 5/5/04, 2/21/07, 8/5/09, 11/17/10, 8/15/12,
2/20/13, 11/5/14, 9/21/16, 2/28/18, 12/19/18

Students

Response to Immigration Enforcement

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination.
(Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - Search and Seizure)

Response to Immigration Enforcement (Cont.)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.

Response to Immigration Enforcement (Cont.)

- c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
 - e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

Response to Immigration Enforcement (Cont.)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

Filing of Complaints: Uniform Complaint Procedure

Per Administrative Regulation 1312.3 (Uniform Complaint Procedure), a complaint regarding a violation of applicable state or federal law or regulations governing the issues specified in BP 1312.13 shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant or containing some indication that the complainant is the person who has provided the complaint (e.g. sent from a known email address). If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600). AR 1312.3 governs the process for investigation and resolution of such complaints.

Adopted: 3/84

Amended: 8/15/07, 2/15/12, 9/2/15, 6/3/18, 11/20/19

Students

Nondiscrimination/Harassment

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

The Governing Board desires to provide a safe school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any

Nondiscrimination/Harassment (Cont.)

identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent shall maintain a record of all oral or written reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

State Reference

5 CCR 432
 5 CCR 4600-4670
 5 CCR 4900-4965
 Civ. Code 1714.1
 Ed. Code 200-262.4
 Ed. Code 48900.3
 Ed. Code 48900.4
 Ed. Code 48904
 Ed. Code 48907
 Ed. Code 48950
 Ed. Code 48985
 Ed. Code 49020-49023
 Ed. Code 49060-49079
 Ed. code 49060-49079
 Ed. Code 51500
 Ed. Code 51501
 Ed. Code 60044
 Gov. Code 11135
 Pen. Code 422.55
 Pen. Code 422.6

Description

Student records
 Uniform complaint procedures
 Nondiscrimination in elementary and secondary education programs
 Liability of parent or guardian for act of willful misconduct by a minor
 Educational equity; prohibition of discrimination on the basis of sex
 Suspension or expulsion for act of hate violence
 Suspension or expulsion for threats or harassment
 Liability of parent/guardian for willful student misconduct
 Student exercise of free expression
 Freedom of speech
 Translation of notices
 Athletic programs
 Student records
 Student records
 Prohibited instruction or activity
 Prohibited means of instruction
 Prohibited instructional materials
 Nondiscrimination in programs or activities funded by state
 Definition of hate crime
 Crimes, harassment

Federal Reference

20 USC 1681-1688
 28 CFR 35.107
 29 USC 794
 34 CFR 100.3
 34 CFR 104.7

Description

Title IX of the Education Amendments of 1972
 Nondiscrimination on basis of disability; complaints
 Rehabilitation Act of 1973, Section 504
 Prohibition of discrimination on basis of race, color or national origin
 Designation of responsible employee for Section 504

Nondiscrimination/Harassment (Cont.)

34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee for Title IX
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Title II equal opportunity for individuals with disabilities
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Adopted: 4/21/04

Amended: 11/17/10, 8/15/12, 5/15/13, 2/19/14, 10/19/16, 5/16/18, 6/13/18, 12/18/19, 6/17/20

Students

Nondiscrimination/Harassment

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental 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. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Dr. Corey Willenberg, Superintendent
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
(530) 538-2300, ext. 1107
cwillenb@ouhsd.net

If the complaint is against the Superintendent, the complaint will be submitted to the Board President.

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications
2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

Nondiscrimination/Harassment (Cont.)

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
 - a) The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b) The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c) A description of how to file a complaint of noncompliance under Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - I. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - II. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - III. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
 - a. A link to the Title IX information included on the California Department of Education's (CDE) web site
5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)
6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.
7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

Nondiscrimination/Harassment (Cont.)

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.
10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

Nondiscrimination/Harassment (Cont.)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Nondiscrimination/Harassment (Cont.)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity
2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to the student's gender identity
4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression
8. The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

Nondiscrimination/Harassment (Cont.)

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

Nondiscrimination/Harassment (Cont.)

3. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.
4. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)
5. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
6. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

Students

Sexual Harassment

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify their site principal. The site principal will immediately notify the Compliance Officer, who will take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 5131 - Conduct)
- (cf. 5131.2 - Bullying)
- (cf. 5137 - Positive School Climate)
- (cf. 5141.4 - Child Abuse Prevention and Reporting)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

The Superintendent all take appropriate actions to reinforce the district's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence.
2. A clear message that students do not have to endure sexual harassment under any circumstance.
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained.
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved.

Sexual Harassment (Cont.)

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

Complaint Process and Disciplinary Actions

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

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

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

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Sexual Harassment (Cont.)

Record-Keeping

The Superintendent shall maintain a record of all oral or written reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Designee of Compliance

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Dr. Corey Willenberg, Superintendent
Oroville Union High School District/Butte County
2211 Washington Avenue
Oroville, CA 95966
(530) 538-2300, ext. 1107
cwillenb@ouhsd.net

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

Sexual Harassment (Cont.)

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

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
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
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Sexual Violence, April 4, 2011
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Students

Sexual Harassment

The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Compliance Officer may be contacted at:

Superintendent
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
(530) 538-2300, ext. 1107

(cf. 1312.3 - Uniform Complaint Procedures)

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation

Sexual Harassment (Cont.)

4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or the Compliance Officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.

Sexual Harassment (Cont.)

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint. In any case involving the Superintendent, the report may instead be submitted to the Board President who will either investigate the complaint or obtain an independent investigator to investigate the complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student

Sexual Harassment (Cont.)

chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year. (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted. (Education Code 231.5)

A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session. (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct. (Education Code 231.5)
5. Be included in the student handbook
6. Be provided to employees and employee organizations

Instruction

Differential Graduation and Competency Standard for Students with Disabilities

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with disabilities may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in his/her IEP
2. Satisfactorily met his/her IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in his/her IEP, and met the objectives of the statement of transition services

A student with disabilities who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

State Reference

5 CCR 3070
Ed. Code 56341
Ed. Code 56345
Ed. Code 56390-56392

Description

Graduation
Individualized education program team
Individualized education program contents
Recognition for educational achievement, special education

Federal Reference

20 USC 1400-1482
34 CFR 300.1-300.818
34 CFR 300.320

Description

Individuals with Disabilities Education Act
Individuals with Disabilities Education Act
Definition of IEP

Adopted: 3/7/84
Amended: 2/7/96, 5/1/96, 7/18/07

Instruction

Individualized Education Program

The Governing Board desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)

State Reference

5 CCR 1215.5-1218
 5 CCR 3021-3029
 5 CCR 3040-3043
 5 CCR 853-853.5
 Ed. Code 51225.3
 Ed. Code 56055
 Ed. Code 56136
 Ed. Code 56195.8
 Ed. Code 56321
 Ed. Code 56321.5
 Ed. Code 56340.1-56347
 Ed. Code 56350-56352
 Ed. Code 56380
 Ed. Code 56390-56392
 Ed. Code 56500-56509
 Ed. Code 60640-60649
 Fam. Code 6500-6502
 Gov. Code 7572.5
 W&I Code 300
 W&I Code 601
 W&I Code 602

Description

High School Exit Examination, accommodations for students with disabilities
 Identification, referral and assessment
 Instructional planning and the individualized education program
 State assessments, accommodations
 High school graduation
 Rights of foster parents pertaining to foster child's education
 Guidelines for low incidence disabilities areas
 Adoption of policies
 Notice of parental rights; consent of parents
 Notice to include right to electronically record
 Instructional planning and individualized education program
 IEP for visually impaired students
 IEP reviews; notice of right to request
 Recognition for educational achievement, special education
 Procedural safeguards
 California Assessment of Student Performance and Progress
 Age of majority
 Seriously emotionally disturbed child, expanded IEP team
 Minors subject to jurisdiction
 Minors habitually disobedient
 Minors violating law; ward of court

Federal Reference

Description

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974
 20 USC 1400-1482 Individuals with Disabilities Education Act
 34 CFR 300.1-300.818 Individuals with Disabilities Education Act

Adopted: 3/7/84
 Revised: 10/15/03, 11/1/06

Instruction

Individualized Education Program

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344, 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the general education program, at least one of the student's general education teachers designated by the Superintendent or designee to represent the student's general education teachers

The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414; 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

- a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
- b. Knowledgeable about the general education curriculum
- c. Knowledgeable about the availability of district resources

5. An individual who can interpret the instructional implications of assessment results

This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

Individualized Education Program (Cont.)

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

In the development, review, or revision of the IEP, the student shall be allowed to provide confidential input to any representative of the IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in the student's learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist the student in reaching the goals, the following individuals shall be invited to attend: (34 CFR 300.321)

- a. The student, regardless of the student's age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

Individualized Education Program (Cont.)

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:
 - a. The manner in which the disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
 - b. For a preschool student, as appropriate, the manner in which the disability affects the student's participation in appropriate activities
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
2. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a. Meet the student's needs that result from the disability in order to enable the student to be involved in and make progress in the general education curriculum
 - b. Meet each of the student's other educational needs that result from the disability
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

Individualized Education Program (Cont.)

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:
 - a. Advance appropriately toward attaining the annual goals
 - b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP
5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP
6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate.

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications
8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals
9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.

Individualized Education Program (Cont.)

10. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of the rights, if any, that will transfer to the student upon reaching age 18, pursuant to Education Code 56041.5
11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation
12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services
13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)
14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:
 - a. Integrate the student into the general education program, including the nature of each activity and the time spent on the activity each day or week
 - b. Support the transition of the student from the special education program into the general education program
15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

Individualized Education Program (Cont.)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414; 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Individualized Education Program (Cont.)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to that device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305 and Education Code 56381

Individualized Education Program (Cont.)

- d. The student's anticipated needs
 - e. Any other relevant matter
3. Consider the special factors listed in items #5-9 above under "Development of the IEP" when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414; 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

Individualized Education Program (Cont.)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341
 - b. The provision of Education Code 56341 relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

Individualized Education Program (Cont.)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320
2. An indication that the student is invited to the IEP team meeting

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Individualized Education Program (Cont.)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including the IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

Individualized Education Program (Cont.)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

Approved: 10/15/03
Amended: 11/3/04, 6/15/05, 11/1/06, 7/18/07, 11/16/11, 8/15/12

Instruction

Procedural Safeguards and Complaints for Special Education

The Governing Board recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights under the federal Individuals with Disabilities Education Act.

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

State Reference

5 CCR 3000-3100
5 CCR 4600-4670
Ed. Code 56000
Ed. Code 56001
Ed. Code 56020-56035
Ed. Code 56195.7
Ed. Code 56195.8
Ed. Code 56300-56385
Ed. Code 56360-56369
Ed. Code 56440-56447.1
Ed. Code 56500-56509
Ed. Code 56600-56606

Description

Regulations governing special education
Uniform complaint procedures
Special education; legislative findings and declarations
Provision of the special education programs
Definitions
Written agreements
Adoption of policies
Identification and referral, assessment
Implementation of special education
Programs for individuals between the ages of three and five years
Procedural safeguards
Evaluation, audits and information

Federal Reference

20 USC 1232g Family
20 USC 1400-1482
29 USC 794
34 CFR 104.36
34 CFR 300.1-300.818
34 CFR 300.500-300.520
34 CFR 99.10-99.22
42 USC 11434

Description

Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Rehabilitation Act of 1973, Section 504
Procedural safeguards
Assistance to states for the education of students with disabilities
Procedural safeguards and due process for parents and students
Inspection, review and procedures for amending education records
Homeless assistance

Adopted: 10/15/03
Amended: 7/18/07, 12/15/10

Instruction

Procedural Safeguards and Complaints for Special Education

Prior Written Notice

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice: (Education Code 56346, 56500.4, 56500.5; 20 USC 1415; 34 CFR 300.102, 300.300, 300.503)

1. Before the district initially refers the student for assessment
2. Within a reasonable time before the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
3. Within a reasonable time before the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
4. Within a reasonable time before the student graduates from high school with a regular diploma thus resulting in a change in placement
5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to the student

This prior written notice shall include: (Education Code 56500.4; 20 USC 1415; 34 CFR 300.503)

1. A description of the action proposed or refused by the district
2. An explanation as to why the district proposes or refuses to take the action
3. A description of each assessment procedure, assessment, record, or report the district used as a basis for the proposed or refused action
4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained
5. Sources for parents/guardians to obtain assistance in understanding these provisions
6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected
7. A description of any other factors relevant to the district's proposal or refusal

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

Procedural Safeguards and Complaints for Special Education (Cont.)

1. Upon initial referral or parent/guardian request for assessment
2. Upon receipt of the first state compliance complaint in a school year, filed in accordance with the section "State Compliance Complaints" below
3. Upon receipt of the first due process hearing request in a school year
4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when removal of a student because of a violation of a code of conduct constitutes a change of placement
5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Independent educational evaluation
2. Prior written notice
3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to the student's continued receipt of special education and related services
4. Access to educational records
5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures
6. The availability of mediation
7. The student's placement during the pendency of any due process complaint
8. Procedures for students who are subject to placement in an interim alternative educational setting
9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense
10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations
11. State-level appeals

Procedural Safeguards and Complaints for Special Education

12. Civil actions, including the time period in which to file those actions
13. Availability of attorneys' fees pursuant to 34 CFR 300.517

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including: (Education Code 56321, 56321.5, 56321.6)

1. Information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing
2. The timelines for completing each process
3. Whether the process is optional
4. The type of representative who may be invited to participate
5. The right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341.1
6. Information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind

A copy of this notice shall be attached to the student's assessment plan. At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice. (Education Code 56321, 56500.1)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (Education Code 56341, 56506; 34 CFR 300.503, 300.504)

If the native language of other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that the notice is translated orally or by other means in the parent/guardian's native language or other mode of communication and that the parent/guardian understands the contents of the notice. (34 CFR 300.503)

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415)

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Filing Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (Education Code 56501; 20 USC 1415)

Procedural Safeguards and Complaints for Special Education

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
3. The parent/guardian refuses to consent to an assessment of the student.
4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (Education Code 56502; 20 USC 1415; 34 CFR 300.508)

1. The student's name
2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student
3. The name of the school the student attends
4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the state Office of Administrative Hearings, Special Education Division.

The request shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. This timeline shall not apply if the district misrepresented that it had solved the problem or withheld required information from the parent/guardian. (Education Code 56505; 20 USC 1415; 34 CFR 300.507, 300.511)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415; 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415; 34 CFR 300.508):

Procedural Safeguards and Complaints for Special Education

1. An explanation of why the district proposed or refused to take the action raised in the complaint
2. A description of other options that the IEP team considered and the reasons that those options were rejected
3. A description of each assessment procedure, assessment, record, or report the district used as the basis for the proposed or refused action
4. A description of the factors that are relevant to the district's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). (Education Code 56502)

In addition, either party may file a request with the state Office of Administrative Hearings for a mediation conference. (Education Code 56500.3)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).
2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.
3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in a settlement agreement.

Procedural Safeguards and Complaints for Special Education

4. The district failed or refused to implement a due process hearing order to which the district is subject.
5. Physical safety concerns interfered with the provision of FAPE.

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201
2. The facts on which the statement is based
3. The signature and contact information for the complainant
4. If alleging violations with respect to a specific student, the student's name and address (or other available contact information for a homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and a proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with CDE. (5 CCR 3202)

Within 30 days of the date of CDE's investigation report, the district or complainant may request reconsideration of the decision in accordance with 5 CCR 3204. Pending CDE's response, any corrective actions set forth in the report shall remain in effect and enforceable, unless stayed by a court. (5 CCR 3204)

Approved: 10/15/03
Amended: 6/15/05, 7/18/07, 12/15/10

Instruction

Nonpublic, Nonsectarian School and Agency Services for Special Education

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student shall be placed in an NPS/A unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

State Reference	Description
5 CCR 3001	Definitions
5 CCR 3060-3070	Nonpublic, nonsectarian school and agency services
Ed. Code 56034-56035	Definitions of nonpublic, nonsectarian school and agency
Ed. Code 56042	Placement not to be recommended by attorney with conflict of interest
Ed. Code 56101	Waivers
Ed. Code 56163	Certification
Ed. Code 56168	Responsibility for education of student in hospital or health facility school
Ed. Code 56195.8	Adoption of policies
Ed. Code 56342.1	Individualized education program; placement
Ed. Code 56360-56369	Implementation of special education
Ed. Code 56711	Computation of state aid

Nonpublic, Nonsectarian School and Agency Services for Special Education (Cont.)

Ed. Code 56740-56743	Apportionments and reports
Ed. Code 56760	Annual budget plan; service proportions
Ed. Code 56775.5	Reimbursement of assessment and identification costs
Fam. Code 7911-7912	Interstate compact on placement of children
Gov. Code 7570-7587	Interagency responsibilities for providing services to children with disabilities
Gov. Code 7572.55	Seriously emotionally disturbed child; out-of-state placement
W&I Code 362.2	Out-of-home placement for IEP
W&I Code 727.1	Out-of-state placement of wards of court

Federal Reference	Description
20 USC 1400-1487	Individuals with Disabilities Education Act
34 CFR 300.129-300.148	Children with disabilities in private schools

Adopted: 10/15/03
Amended: 11/6/13

Instruction

Nonpublic, Nonsectarian School & Agency Services for Special Education

Master Contract

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios
2. Transportation specified in a student's individualized education program (IEP)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.
3. Procedures for recordkeeping and documentation
4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student
5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP
6. A description of the process to be utilized by the district to oversee and evaluate placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress
7. Procedures and responsibilities for attendance and unexcused absences
8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements
9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

Nonpublic, Nonsectarian School & Agency Services for Special Education (Cont.)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results
2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

Out-of-State Placements

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

Nonpublic, Nonsectarian School & Agency Services for Special Education (Cont.)

On-Site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement
2. A review of progress the student is making toward the goals set forth in the student's IEP
3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable
4. An observation of the student during instruction
5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

Facilities

Architectural and Engineering Services

The Governing Board desires to provide school facilities that support the educational program and meet all applicable safety and design standards. When required by law, the Board shall employ or contract with a licensed and certified architect and/or structural engineer to design and supervise the construction of district schools and other facilities.

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates and for the observation of the work of construction. (Education Code 17302)

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

The Superintendent or designee shall devise a competitive process for the selection of architects, structural engineers, and other design professionals that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, the Superintendent or designee shall recommend architectural and engineering firms to the Board for approval. The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

State Reference	Description
24 CCR 101	California Building Standards Code
5 CCR 14001	Minimum standards for school facilities
5 CCR 14030-14036	Standards, planning, and approval of school facilities
Bus. Code 5500-5502	Architecture
Bus. Code 5550-5558	Architects, licensure
Bus. Code 6700-6706.3	Engineers
Bus. Code 6750-6766	Engineers, licensure
CA Constitution Article 22	Architectural and engineering services
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17070.50	Conditions for apportionment
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	Powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17316	Building approvals
Ed. Code 17302	Persons qualified to prepare plans, specifications and estimates and supervise construction
Ed. Code 17316	Contract provision re school district property
Ed. Code 17371	Limitation on liability of governing board
Gov. Code 14837	Definition of small business
Gov. Code 4525-4529.5	Contracts with private architects, engineering, land surveying, and construction project management firms
Gov. Code 87100	Public officials; financial interest
Pub. Cont. Code 20111	School district contracts

Adopted:

Facilities

Architectural and Engineering Services

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Assures maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

The selection process may also include: (Government Code 4527)

1. Evaluation of current statements of qualifications and performance data on file with the district and evaluation of statements that may be submitted by other firms regarding the proposed project
2. Discussion with at least three firms regarding anticipated concepts and the relative utility of alternative approaches for furnishing the required services
3. Selection, in order of preference, of at least three firms deemed to be the most highly qualified to provide the required services in accordance with established district criteria

The district shall negotiate a contract with the best qualified firm at compensation determined by the district to be fair and reasonable. If the district is unable to negotiate a contract with the most qualified firm, the district shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the district is unable to negotiate a satisfactory contract with any of the selected firms, the district shall select additional firms in order of their competence and qualification and continue negotiations until an agreement is reached. (Government Code 4528)

The above procedures shall not apply if the Superintendent or designee determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest. (Government Code 4529)

Contracts shall specify that all plans, including, but not limited to, record drawings, specifications, and estimates prepared by the architect or structural engineer shall become the property of the district. The contract shall also specify terms and conditions for reuse within the district of any plans prepared by the architect or structural engineer. (Education Code 17316)

Architectural and Engineering Services (Cont.)

A contract may be awarded to a single entity for both design and construction of any school facility in excess of \$1,000,000 in accordance with AR 3311.3 - Design-Build Contracts.
(Education Code 17250.20)

Adopted:

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #4-19/20

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 Specifically Designed Academic Instruction Delivered in English (SDAIE) in order to serve English Language Learner students in their high school Agriculture courses, 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 23rd day of September, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #5-19/20

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 Specifically Designed Academic Instruction Delivered in English (SDAIE) in order to serve English Language Learner students in their high school Agriculture courses, 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 23rd day of September, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent 
Date: September 16, 2020
Subject: Request Board Approval Agreement Between with Leaving the Village LLC

One of the terms of the stipulated agreement between OUHSD and the Department of Justice is that OUHSD provides training in Culturally Responsive Positive Behavioral Interventions and Supports (CR-PBIS) and Restorative Justice to staff.

Administration has participated in several virtual sessions with Leaving the Village LLC over the summer and found the trainer to be very good.

OUHSD is requesting Board approval for a contract with Leaving the Village LLC to provide two training sessions to OUHSD staff on October 16th and October 23rd. The trainings will focus on the following areas:

- a) How to develop a campus framework that will allow you to incorporate the key elements of Restorative Practices, Social Emotional Learning (SEL) and Positive Behavior Interventions and Supports (PBIS) along with traditional consequences to improve the climate and culture of the school.
- b) A framework for creating Highly Effective Accountability that is designed to change the adverse behavior while maintaining the idea of some traditional consequences.
- c) an understanding of how to utilize Respect Agreements to establish a climate of trust within their classroom.

Title 1 Funds will be used to fund this activity.

**LEAVING THE VILLAGE, LLC
TRAINING AND CONSULTANT SERVICES AGREEMENT**

This Training and Consultant Services Agreement (the "Agreement") is made this 16th day of September, 2020, by and between the **OROVILLE UNION HIGH SCHOOL DISTRICT** ("Client") and **LEAVING THE VILLAGE, LLC** ("Trainer").

Recitals

WHEREAS, Trainer has expertise in RESTORATIVE PRACTICES AND SOCIAL/EMOTIONAL LEARNING IN SCHOOLS and provides training and consulting services in those subjects for which Client is desirous of engaging Trainer's services pursuant to the terms and conditions set forth herein,

NOW, WHEREFORE, in consideration of the mutual covenants and promises made in this Agreement, the parties hereto mutually agree as follows:

1. Services To Be Provided

1.1 Trainer agrees to provide Client those Training Services more specifically described on the attached Schedule "A" (the "Services"), which schedule is specifically incorporated herein by this reference and is made a part of this Agreement.

1.2 The parties may change the type and extent of the Services to be provided; however, any changes must be agreed in advance and confirmed in a writing signed by both parties or their authorized representatives.

2. Determination of Services To Be Provided

Trainer shall determine the time, place, method, details, and means of performing the Services. Client agrees to furnish any facilities, personnel, and equipment necessary to facilitate Trainer's providing the Services contemplated by this Agreement.

3. Trainer Personnel

Trainer will provide adequate staff to render the Services contemplated by this Agreement. In the event that any Trainer staff member is found to be unacceptable to Client, Client shall notify Trainer promptly and Trainer will work with Client in good faith to resolve the problem, including removal of the staff member if necessary.

4. Independent Contractor

Trainer is an Independent Contractor. Neither Trainer nor any of Trainer's employees are, or shall be deemed for any purpose, to be employees of Client. Client shall not be responsible to Trainer, Trainer's employees or any governmental authority for any payroll-related taxes related to the performance of Services by Trainer.

5. Compensation

For rendering the Services contemplated by this Agreement, Client will pay Trainer in the amount and manner as provided on the attached Schedule "A," which is incorporated herein by this reference.

Client Initial Here: _____

6. Payment

A purchase order shall be issued by Client for the amounts stated on Schedule "A" no later than fourteen (14) days prior to the first date training is scheduled to occur. Payment shall be made upon the conclusion of the final training session unless the parties agree otherwise in advance in writing. Client's failure to timely issue the purchase order shall be deemed a cancellation by Client of the training sessions and shall subject Client to the cancellation fees provided in Paragraph 7.1 below.

7. Cancellation

7.1 Client acknowledges and agrees that its cancellation of any portion of the training schedule will be a burden to Trainer and may cause significant disruptions to Trainer's schedule. Accordingly, in the event Client cancels the Services within thirty (30) calendar days of the first day the Services are to be performed, Client will pay one hundred percent (100%) of the agreed compensation stated on Schedule "A." However, if the parties mutually agree in writing in advance on a rescheduled date for performance of the Services, in such case, Trainer may agree to waive or modify any cancellation fee.

7.2 Inclement Weather Cancellation. Should any training session be delayed or cancelled due to inclement weather, if Trainer has already traveled to the City or State where the Services are to be provided Client will only be responsible for payment of one hundred percent (100%) of the agreed travel, food and lodging costs provided on Schedule "A." For purposes of this paragraph, a cancellation or delay due to inclement weather shall mean any cancellation or delay to Client's business operations, including the scheduled Services, because of hazardous and/or dangerous weather conditions that have been determined by either the National Weather Service, State, or local officials.

8. Force Majeure

8.1 Neither Party will be liable to the other for the failure of either to perform any obligation under this Agreement to the extent such performance is hindered, delayed, or prevented by Force Majeure (except for the failure to make any payments due hereunder).

8.2 For purposes of this Agreement, "Force Majeure" shall mean causes, conditions, events, or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances will include, but may not be limited to, acts of God, labor strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, arrests and restraints of the Government, either federal or state, the inability of any Party hereto to obtain necessary materials or supplies at market costs or permits due to existing or future rules, orders and laws of governmental authorities (both federal and state), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage, partial or entire loss of market. Force Majeure can also include any other causes, whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome. However, the inability of a Party to be profitable or to secure funds, arrange bank loans or other financing, or to obtain credit will not be regarded as an event of Force Majeure.

8.3 Any Party to this Agreement claiming Force Majeure will (a) diligently and to the extent possible, use reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure, (b) will promptly give written notice to the other Party of the termination of such Force Majeure, and (c) will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.

Client Initial Here: _____

8.4 A Party who is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure must promptly provide notice to the other Party, however, in no event more than fourteen (14) calendar days of learning of the event, circumstance, or occurrence. Initial notice may be given orally; however, written notification to the other Party with reasonably full particulars of the event, circumstance, or occurrence is required as soon as reasonably possible.

9. Records and Taxes

9.1 Records. Trainer shall maintain complete and accurate accounting records to substantiate Trainer's charges and expenses hereunder and Trainer shall retain such records for a period of one (1) year from the date of receipt of final payment from Client.

9.2 Taxes. Client agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, Client shall provide Trainer with a certificate acceptable to any taxing authority showing that Client is exempt from payment of such taxes.

10. Limitations of Client's Reliance on Services Provided

10.1 The parties acknowledge and agree that Trainer is solely providing methodologies and strategies, as well as general guidance related to the implementation of those methodologies and strategies. It is understood and agreed by Client that any of its personnel, employees, agents, or representatives shall not solely rely upon the methodologies and strategies provided by Trainer but shall in conjunction with those methodologies and strategies shall use their own professional knowledge and discretion, as well as Client's own leadership and guidance, prior to and in the implementation of any methodologies and strategies provided by Trainer.

10.2 Trainer makes no guarantees or assurances regarding the effectiveness or success of the methodologies, strategies, and/or guidance offered in any training session. Accordingly, the Parties specifically acknowledge and agree that Trainer shall not be liable for (a) how any methodologies, strategies, and/or guidance is applied or implemented, (b) whether any methodologies, strategies, and guidance have been or are properly applied or implemented, (c) Client's misapplication of any methodologies, strategies, and/or guidance provided, and (d) Client's failure to apply or implement any methodologies, strategies, and/or guidance provided as part of or in conjunction with the Services.

11. Indemnification and Hold Harmless

11.1 Client shall indemnify and hold Trainer harmless from and against any and all claims, investigations, orders, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorney's fees) that may be asserted by anyone at any time in any way related or incident to, arising out of, or in connection with (1) the Services provided by Trainer, (2) Trainer's wrongful performance or wrongful failure to perform under this Agreement, (3) how any methodologies, strategies, and/or guidance provided by Trainer are applied or implemented by Client, (4) whether any methodologies, strategies, and/or guidance are properly applied or implemented by Client, (5) Client's misapplication of any methodologies, strategies, and/or guidance provided by Trainer, and (6) Client's failure to apply or implement any methodologies, strategies, and/or guidance provided by Trainer as part of or in conjunction with the Services.

11.2 Client shall indemnify and hold Trainer harmless from and against any and all costs and expenses of every kind and character (including reasonable attorney's fees, costs of court and expert fees) incurred by Trainer arising out of or related to a third party claim of the type specified in this Paragraph 11; however, such indemnification and hold harmless shall not apply in the event of the gross negligence on the part of Trainer.

Client Initial Here: _____

11.3 Trainer agrees to defend at its own cost and expense any claim or action against Client for Client's alleged or actual infringement of any United States patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets) based on any service furnished to Client by Trainer under this Agreement. Trainer agrees that should Client's use of any service furnished by Trainer be enjoined by any court, that it shall promptly seek to obtain, at no expense to Client, the right to continue to use the items so enjoined or, at no expense to Client, provide Client promptly with items substitute to the enjoined products. The limit of Trainer's liability to Client for any costs, expenses, judgments, fees, and settlements under this provision shall be the amount Client paid to Trainer under this Agreement.

12. Insurance

Trainer shall procure and maintain for itself and its employees all insurance coverages as required by Federal or State law, including workers' compensation insurance, if necessary.

13. Confidentiality and Proprietary Rights

13.1 Confidentiality. The parties acknowledge that Client and Trainer each own valuable trade secrets, and other confidential information. Such information may include software code, routines, data, know-how, designs, inventions, and other tangible and intangible items. All such information owned by the respective Parties is defined as "Confidential Information". This provision does not apply to Confidential Information that is (1) in the public domain through no fault of the receiving party, (2) was independently developed by the receiving party as shown by corroborating documentation, (3) is disclosed to others without similar restrictions, or (4) was already known by the receiving party.

13.2 Non-Disclosure. The parties agree that neither shall at any time during or after the term of this Agreement, disclose any Confidential Information to any person, and that upon termination of this Agreement, each party will return any Confidential Information that belongs to the other party.

13.3 Proprietary Rights. All Services provided under this Agreement and all materials, products, inventions, works, and deliverables developed or prepared by Trainer under this Agreement are the property of Trainer and all title and interest therein shall vest in Trainer. These rights include patent rights, copyright, derivative rights, trade secrets, and trademarks. However, all intellectual property owned by Client shall belong to Client.

14. Acknowledgment of Copyrighted Materials

Client acknowledges its receipt of, and by its affixed signature, agreement to the terms of the Acknowledgment of Trainer's Copyrights as stated in the attached Schedule "B."

15. Warranties

Trainer warrants that it has the proper skill, training, and background to perform the Services contemplated by this Agreement in a competent and professional manner. Client acknowledges that the Services may include unknown and unforeseen problems that Trainer shall reasonably attempt to solve should they arise. However, Trainer specifically does not warrant that it will be able to resolve all such problems or that there will be a satisfactory solution to all problems. Consequently, CLIENT ACKNOWLEDGES AND AGREES THAT TRAINER WARRANTS ITS SERVICES "AS IS" AND THAT TRAINER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES AND AGREES TRAINER SHALL HAVE NO LIABILITY TO CLIENT FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANY DIRECT OR INDIRECT DAMAGES. Client specifically acknowledges that the fees charged by Trainer for the Services contemplated by this Agreement would be substantially higher but for the foregoing limitations.

Client Initial Here: _____

16. Miscellaneous

16.1 Term. This Agreement shall commence as of the date first stated above and shall continue until the conclusion of the last training session contemplated by this Agreement. However, in the event of any material breach of this Agreement by either party, the other party may cancel this Agreement by giving written notice to the other Party.

16.2 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. A sale of substantially all the assets of a party or a merger of a party does not constitute an assignment for purposes of this clause.

16.3 Notices. Any notices or communication under this Agreement shall be in writing and sent by email, facsimile, overnight delivery, or certified mail return receipt requested to the party receiving such communication at the address specified below:

If to Trainer: **Leaving The Village LLC**
4938 Hampden Lane #283
Bethesda, MD 20814
Fax: (469) 716-4191
E-mail: kelvin@leavingthevillage.com

If to Client: **Oroville Union High School District**
2211 Washington Avenue
Oroville, CA 95966
E-mail: Cwillenb@ouhsd.net

16.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

16.5 Modifications. No changes or waivers to this Agreement shall be binding unless made in writing and duly signed by both parties or their authorized agents.

16.6 Complete Agreement. This Agreement and any exhibit attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by the parties or their authorized agent.

16.7 Non-Solicitation. Unless otherwise mutually agreed to by the parties in writing, the parties agree that they will not hire or solicit the employment of any personnel of the other Party during the term of this Agreement and for a period of six (6) months after the termination of this Agreement.

16.8 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by email, electronic signature, or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

/ / /

/ / /

/ / /

Client Initial Here: _____

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date stated above.

“Client”

Name: **Oroville Union High School District**

By: _____
[Signature]

Title: _____

Printed Name: _____

“Client” Bill To Address:

Name: _____

Address: _____

Telephone: _____

Email: _____

“Trainer”

Name: **Leaving The Village LLC**

By: _____
[Signature]

Title: **Managing Member**

Printed Name: **Kelvin Oliver**

SCHEDULE "A"

SERVICES TO BE PROVIDED / TRAINER'S COMPENSATION

A. Services To Be Provided

Trainer shall provide the following Services:

1. Training will be VIRTUAL and will be conducted by KELVIN OLIVER over the course of TWO (2) DAYS. Each day will consist of TRAINING SESSIONS with up to TWO (2) HOURS allotted for each session. Each Training Session shall last up to TWO (2) HOURS.
2. Training will take place Friday, October 16, 2020 and Friday, October 23, 2020.
3. The training sessions will provide the participants with the following:
 - a) **How to develop a campus framework that will allow you to incorporate the key elements of Restorative Practices, Social Emotional Learning (SEL) and Positive Behavior Interventions and Supports (PBIS) along with traditional consequences to improve the climate and culture of the school.**
 - b) **A framework for creating Highly Effective Accountability that is designed to change the adverse behavior while maintaining the idea of some traditional consequences.**
 - c) **an understanding of how to utilize Respect Agreements to establish a climate of trust within their classroom**

B. Compensation

Trainer will be paid the following amount(s):

Description	Amount	Total
Virtual Training – Hybrid 3 Most Common Approaches & Highly Effective Accountability Date: Friday, October 16 th Time: 8:00-10:00 am PDT (Training - 8:00-9:25 am, Consultation – 9:25-10:00 am)	*Total Participants = 225	\$13,500
Virtual Training – Respect Agreements Date: Wednesday, October 23 rd Time: 8:00-10:00 am PDT (Training - 8:00-9:25 am, Consultation – 9:25-10:00 am)	*Total Participants = 225	\$13,500
Total		\$27,000

**The total base rate for 50 participants or less is \$3,000. Any additional participants over 50 will be charged at rate of \$60 per participant.*

Client Initial Here: _____

SCHEDULE B
COPYRIGHT AGREEMENT

The presentation and all materials included in it are copyrighted and owned by Leaving The Village LLC. All rights are reserved. Without the express written permission of Leaving The Village LLC, you may not:

- a. make any video or digital recordings or copies of any text materials, photography, illustration, artwork or other graphic material contained in the presentation for any purpose or use;
 - b. copy or distribute any text materials, photography, illustration, artwork or other graphic material contained in the presentation for any use;
 - c. copy, distribute, display, perform, create derivative works of, transmit, or in any way exploit any part of the presentation and/or the materials included in it;
 - d. download, reproduce, or reprint any text material, photographs, artwork, or other graphic material;
- or
- e. in any manner use Leaving The Village LLC's name, or any material contained in the following presentation, in any manner to imply endorsement by, sponsorship, or affiliation with Leaving The Village LLC.

THE CLIENT HEREBY CONFIRMS THAT ALL PARTICIPANTS WILL COMPLY WITH THE COPYRIGHT AGREEMENT.

"Client"

Name: **Oroville Union High School District**

By: _____
[Signature]

Date: _____

Title: _____

Printed Name: _____

OROVILLE UNION HIGH SCHOOL DISTRICT
Resolution #6-20/21

SUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of Oroville Union High School District, in order to comply with the requirements of Education Code section 60119 held a public hearing on September 23, 2020, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least ten days notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- Reading/English/language arts, including the English language development component of an adopted program
- Foreign Language
- Health

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT resolved that for the 2019/2020 school year, the Oroville Union High School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED this 23rd day of September, 2020, by the governing board of the Oroville Union High School District by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

Governing Board Official



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent
Date: September 4, 2020
Subject: Board Approval of OUHSD DL Attendance Plan and Weekly Engagement Plan

OUHSD is required to develop a plan for recording daily attendance while in a distance learning mode of instruction, as well as develop a plan for weekly engagement.

Attached is the proposed plan for attendance and weekly engagement.

Superintendent is requesting Board approval for the OUHSD Attendance and Weekly Engagement Plan.

[illegible]

CDE Requirements

For distance learning, the minimum instructional day consists of 180 instructional minutes for transitional kindergarten and kindergarten, 230 instructional minutes for grades one through three, 240 instructional minutes for all other grade levels, 180 minutes for students enrolled in continuation high school, and for students concurrently enrolled at least part time in a community college, University of California, or California State University, and shall be based on the time value of assignments as determined, and certified to, by a certificated employee (EC sections 43501 and 43502).

Each LEA shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments (EC Section 43504(e)).



Documentation



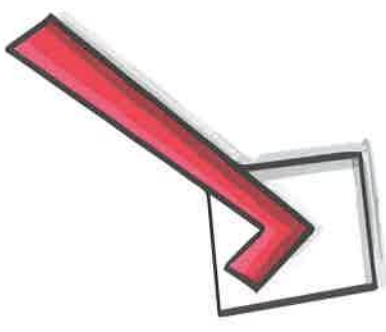
Weekly Engagement: fillable PDF



Attendance: AERIES

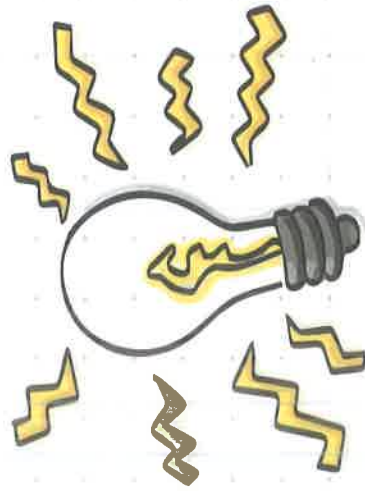


Daily Participation: AERIES





Begining the week of 08/31/20



The first week will require 2 templates per course (week of 8/31/20 and week of 9/7/20). You will need to download the blank template and save to your computer for use for future weeks.

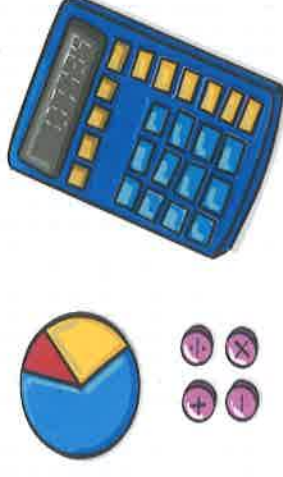
[illegible]

Attendance and Participation

Teachers will use Aeries to track both Attendance and Participation/Engagement by entering one of the codes into their regular Attendance screen for every student on every day.

Instructional Video: [Attendance](#)

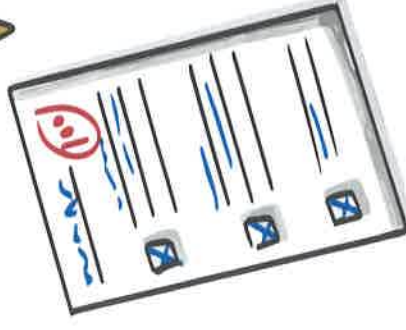
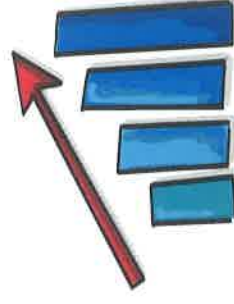
Code	Description	Use	Attendance Code (ADA Equivalent)	CDE Code Equivalent
A	Absent	Student did not attend any synchronous or asynchronous activity in your class that day	N	100
B	Present – Synchronous	Student attended Synchronous Instruction in your class that day	Y	200
C	Present – Asynchronous	Student fulfilled Asynchronous Instruction for your class that day.	Y	400
D	Present – Contact with Student and/or Parent	Staff and Student/Parent connected outside of scheduled class time that day	Y	300
E	Present – Connectivity Issue	Student/Parent contacted staff regarding connectivity issue	Y	300
F	Present – Not Engaged	The student 'checked in' but was not engaged on that day	Y	500





Weekly Engagement Shared Drive

- [Teacher Instructions](#)
- [Teacher Template \(PDF\)](#)
- [Template Examples](#)
- Instructional Videos



we've
got this!



Teacher Instructions

Combined Daily Participation and Weekly Engagement Template Sections A and B:

- 1) Go to the *Weekly Engagement* Shared Drive
- 2) Download the fillable PDF titled *Teacher.Template.PDF*
- 3) Fill in the PDF for the upcoming week
- 4) Save the document to **your computer** using *Save As*: Last Name.First Name Initial.Date.Course
 - a. Example for week beginning on 8/31/2020 Teacher – Mary Masters:
 - i. Masters.M.8.31.20.English9
- 5) Go to *Weekly Engagement* Shared Drive
 - a. Click on School folder (OHS, LPHS, Prospect, CDS)
 - b. Click on folder with matching date (example: Week of 08.31.20)
 - c. Click *New* in the upper left hand corner.
 - d. Click *File Upload*
 - e. Select your saved PDF from your computer and click *Open*. Your document is now saved in the appropriate folder.

Daily Participation (Section C and D)

Daily Participation will be through Aeries Attendance as follows:

- 1) Teachers will use Aeries to track both Attendance and Participation/Engagement by entering one of the following codes into their regular Attendance screen for every student on every day:

Code	Description	Use	Attendance Code (ADA Equivalent)	CDE Code Equivalent
A	Absent	Student did not attend any synchronous or asynchronous activity in your class that day	N	100
B	Present – Synchronous	Student attended Synchronous Instruction in your class that day	Y	200
C	Present – Asynchronous	Student fulfilled Asynchronous Instruction for your class that day.	Y	400
D	Present – Contact with Student and/or Parent	Staff and Student/Parent connected outside of scheduled class time that day	Y	300
E	Present – Connectivity Issue	Student/Parent contacted staff regarding connectivity issue	Y	300
F	Present – Not Engaged	The student 'checked in' but was not engaged on that day	Y	500

Section A: School and Class Information for LEA = OUHSD

Teacher:

Course:

Section B: Assignments for week starting on date:

Number of school days in this week:

Day(s) of Week	Assignments	Asynch/Synch	Minutes
		Asynch ☐ Synch ☐	
		Asynch ☐ Synch ☐	
		Asynch ☐ Synch ☐	
		Asynch ☐ Synch ☐	
		Asynch ☐ Synch ☐	
		Asynch ☐ Synch ☐	
		Asynch ☐ Synch ☐	
The total for this course must equal: 0		Total:	0

**Total accounts for Advisory period and holidays/non-school days.*

Section D: Certification

I hereby certify that the information contained on this record is accurate and correct.



Attendance Requirements for Distance Learning

1. Determining Student Attendance and/or Participation

Daily Attendance Synchronous Ed. Code 43503(b)(6)

- With certificated employees and peers
- For purposes of instruction, progress monitoring, and school connectedness.
- Interaction may take the form of:
 - internet
 - telephonic communication
 - other means permissible under public health orders

Daily Participation Asynchronous Ed. Code 43504(d) and (f)(1) and (i)

LEA shall document daily participation for each pupil on each school day. Daily participation may include, but is not limited to:

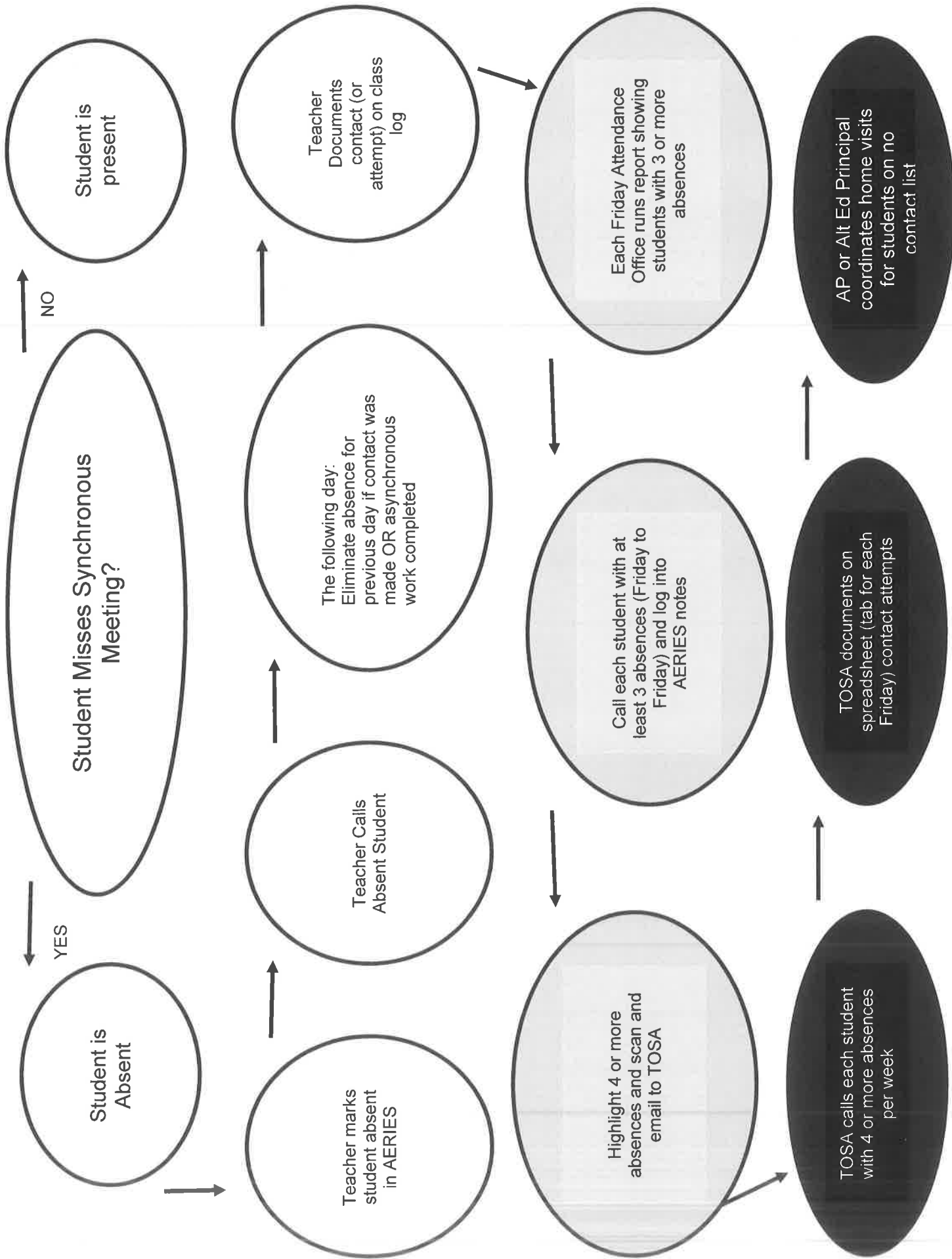
- evidence of participation in online activities
- completion of regular assignments
- completion of assessments
- contacts between school and pupils or parents or guardians

2. Documenting Engagement SB 98 (2020)

Each local education agency shall ensure that a weekly engagement record is completed for each student documenting synchronous and asynchronous instruction.

3. Tiered Engagement Plan Ed Code 43504(f)(2)

Each LEA shall develop written procedures for tiered re-engagement strategies for pupils who are absent from DL 60% of the time (3 days a week)



OUHSD Tiered Levels of Support for Re-Engagement and Attendance

(Note: All automated notifications are turned off.)

TIER	TRIGGERS	STAFF RESPONSIBLE	OUTREACH
Tier 1 Universal	1-2 Missed Interactions (per week)	Teacher	<ul style="list-style-type: none"> • Phone/Video Calls • Texts • Emails
Tier 2 Personalized	3 Missed Interactions (per week)	Site Attendance Office	<ul style="list-style-type: none"> • Notification of absences • Confirm Contact Information • Call all contacts in AERIES
Tier 2 Early Intervention	4 or more Missed Interactions (per week or 5 missed per month)	TOSA	<ul style="list-style-type: none"> • All Contacts including friends, neighbors, social media • ID Barriers and facilitate resolutions • Determine Needs (SEL, etc) • Send postcard/letter • Refer for further services

Foundational Work:

District Office uses dis-engagement data from spring, 2019-2020, and chronic absence data from 2019-2020 to identify students prior to the beginning of the year. For those students identified, send letter, provide classroom teacher, admin, attendance office with names.

OUHSD Tiered Levels of Support for Re-Engagement and Attendance

(Note: All automated notifications are turned off.)

Tier 3 Intensive Support	5 Missed Interactions (per week or 12+ missed per month)	AP/or Site Supervisor of Attendance	<ul style="list-style-type: none">• Contact Across all modalities• Home visit (if possible)• Chronic Absence Letter• Referral to SAART• Welfare Check• Referral to Social Worker• Referral to Appropriate Community Resource and/or agency
---------------------------------------	--	---	--

Foundational Work:

District Office uses dis-engagement data from spring, 2019-2020, and chronic absence data from 2019-2020 to identify students prior to the beginning of the year. For those students identified, send letter, provide classroom teacher, admin, attendance office with names.