



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES MEETING AGENDA

**Wednesday, September 15, 2021 at 5:30 p.m. at the Transportation Department,
located at 2139 Washington Avenue and via YouTube**

Meeting link: <https://youtu.be/PUdffwzya50>

Individuals unable to attend in person may email comments/questions on an agenda or non-agenda item to ouhsdyoutube@ouhsd.net by 2:00 p.m. on the meeting date to have them read aloud.

District Goals

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

BOARD MEMBERS:

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

DISTRICT ADMINISTRATION:

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

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

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

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

ALL MEETINGS ARE RECORDED

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

REGULAR MEETING AGENDA

Wednesday, September 15, 2021, 5:30 p.m. in the Transportation Conference Room, located at 2139 Washington Avenue, Oroville, CA 95966 (mask required) and via YouTube (see coversheet for login information)

CALL TO ORDER

ROLL CALL

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

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** [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]
- **Graduation Requirement Waiver – California Education Code Section 51225.3**

RESULTS OF CLOSED SESSION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

PUBLIC HEARING

1. 21/22 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 21/22. 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.

RECOGNITIONS AND PRESENTATIONS

2. Student Achievement and Recognition – Las Plumas High School

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. The President will also read aloud any comments or questions received by 2:00 p.m. on the board meeting date. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**. The Board is prohibited by State law from taking action on any item not listed on the agenda, except under special circumstances as defined in the Government Code.

REGULAR BOARD AGENDA FOR SEPTEMBER 15, 2021

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 listed on the agenda to step to the podium, state their name for the record and make their presentation. The President will also read aloud any comments or questions received by 2:00 p.m. on the board meeting date. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

3. Board Comments

4. Superintendent

5. Administration

6. DOJ Update

7. OUHSD Local Dashboard Indicators

8. LPHS and OHS ASB Reports

Due to ASB students being very involved in athletics, extra-curricular activities and/or working, the Student Activity Directors are requesting that they be able to submit a written report.

OLD BUSINESS (None)

CONSENT CALENDAR (Recommend approval of the following consent items):

- 9. Minutes from the August 18th and September 2nd Board Meetings**
- 10. Check Registers Dated 8/10, 8/12, 8/17, 8/19, 8/24, 8/26, 8/31 and 9/2**
- 11. Monthly Financial Report**
- 12. Donations to the Hall of Fame**
- 13. Donation of an Additional \$100 from the Fellows Club of Oroville to the LPHS FFA Program**
- 14. Donation of Photography Equipment from Claudia Harcourt Valued at \$1450 to the OSH Art Department**
- 15. 21/22 Transportation Agreement with OCESD**
- 16. 21/22 Service Agreement with Total Education Solutions for Speech Services**
- 17. 21/22 Contract for Services with School Steps for School Psychologist Services**
- 18. 21/22 Contract with Therapy Travellers, LLC for School Nurse Services**
- 19. 21/22 HVAC Preventative Maintenance Agreements with Mesa Energy Systems, Inc.**
- 20. 21/22 Private Bus Companies**
- 21. Two High Risk Activities for PHS: Forebay Aquatic Center Water Safety and Feather River Float**
- 22. Updated Course Descriptions: ASB Leadership I and II, Yearbook I and II and Yearbook Publishing and Design I and II**
- 23. Graduation Waiver Requests**
- 24. First Reading of Board Policies and Administrative Regulations**
 - o AR 0430 (Comprehensive Local Plan for Special Education)
 - o BP 1313 (Civility)
 - o BP 3110 (Transfer of Funds)
 - o BP/AR 3230 (Federal Grant Funds)
 - o AR 3311.2 (Lease-Leaseback Contracts)
 - o AR 3311.3 (Design-Build Contracts)
 - o AR 3320 (Claims and Actions Against the District)
 - o BP 3452 (Student Activity Funds)
 - o BP 3515.31 (School Resource Officers)
 - o BP 3541.2 (Transportation for Students with Disabilities)
 - o BP/AR 4112.42, 4212.42, 4312.42 (Drug & Alcohol Testing for School Bus Drivers)
 - o BP 4141, 4241 (Collective Bargaining Agreements)

CONSENT CALENDAR (Cont.:

- BP/AR 5141.4 (Child Abuse Prevention and Reporting)
- BP 5141.42 (Suicide Prevention)
- BP/AR 5142.2 (Safe Routes to School Program)
- BP 5145.12 (Search and Seizure)
- BP 5145.9 (Hate Motivated Behavior)
- E 6174 (Education for English Language Learners)
- BP 7210 (Facilities Financing)
- BP/AR 7211 (Developer Fees)

NEW BUSINESS

25. Reimbursement for Private Transportation of Berry Creek Students for the 21-22 School Year (Watts)

After the Bear Fire, the Berry Creek route was cancelled for the 21-22 school year due to the low number of students that needed transportation (currently three). It is not the District's current policy to reimburse for private transportation other than for students with disabilities. Approval is requested to reimburse private transportation to and from school at the current IRS business rate of \$.56 for the 21-22 school year only. Transportation will monitor the requests and will adjust routes to include Berry Creek if ridership increases to the point that it is more economical to send a bus/van to this area. If ridership does not increase, this will provide parents/guardians time to arrange alternative transportation for the 22-23 school year. **Recommend approval**

26. Closure of the Bank of the West Deposit Account (Watts)

The Deposit Account was opened to accumulate checks and cash received by the District. A check is issued for each deposit to move the funds from the Deposit Account to the Butte County Treasury account. This account is no longer needed as the deposits can be sent directly to the Butte County Office of Education to be directly deposited into the County Treasury Accounts. **Recommend approval**

27. Contract with Mesa Energy Systems, Inc. for AB 841 CalSHAPE Services (Willenberg)

The District is seeking approval of a contract with Mesa Energy Systems, Inc. to provide the HVAC assessment and verification report for the AB 841 grant, which is anticipated to open this month. This service must be provided by a qualified testing person familiar with the AB 841 process. The cost of the program is \$203,817, which will be submitted in the grant process and will include labor and material cost for LPHS, OHS, PHS and CDS. **Recommend approval**

Enclosure

28. Contract with Mid Pacific Engineering, Inc. for the OHS Gym HVAC Project (Willenberg)

The District is seeking approval of a contract with Mid Pacific Engineering, Inc. to provide required engineering services during the HVAC installation. The cost of the contract will not exceed \$2176 and will be funded by one-time monies. **Recommend approval**

Enclosure

29. Out-of-State Travel Request (Willenberg)

Las Plumas High School is seeking approval for two employees and five FFA students to attend the Western Fall Classic Livestock Judging Contest in Medford, OR, on October 8th and 9th. The trip is being funded by the Ag department. **Recommend approval**

Enclosure

30. Resolution Regarding Sufficient Instructional Materials for 21/22 (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 #2-21/22**

Enclosure

REGULAR BOARD AGENDA FOR SEPTEMBER 15, 2021

31. Resolution Regarding Certification of Independent Study Coursework (Willenberg)

Due to the State changing requirements for independent study program, the Board must annually certify that our courses meet the following criteria: 1) they have same rigor and educational quality as equivalent classroom-based courses; 2) all courses shall be aligned to all relevant local and state content standards; 3) students have access to all courses offered by OUHSD for graduation; and 4) are approved by the UC or CSU as creditable under the A-G admissions criteria.

Recommend approval of Resolution #3-21/22

Enclosure

32. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

Michelle Rose
Special Education Teacher-OHS
Step/Class 11/IV \$74,010p/yr.
Effective 9/20/2021

Terris Holloway
Probationary Special Education Teacher
Hire is on a Provisional Internship Permit (PIP)
basis
Step/Column 1/I \$49,962 p/yr.
Effective 8/16/2021

2021/22 Substitute Teachers

Marielisa Carrillo
Amanda Wellborn

Classified

Julie Howarth
Transportation Lead
Retirement w/District benefits until 65yrs
Effective 11/15/2021

2021/22 Transportation Clerical Substitutes

Chandler McCauley
Madisson Jensen

Jordan LaGrone
ATC-Para Educator
Correction to salary placement
Step/Column 12/C \$17.39p/hr
Effective 9/7/2021

Jordan LaGrone
Courier
Correction to salary placement
Step/Column 15/C \$18.70p/hr
Effective 9/7/2021

33. Items for Next Agenda

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, October 20, 2021, at 5:30 p.m. in the Transportation Conference Room.



To: Oroville Union High School District Board of Trustees
From: Dr. Corey Willenberg, Superintendent
Date: September 7, 2021
Subject: California School Dashboard Local Indicators

One of the components of the California School Dashboard is measuring progress on five local priorities. Every year, the district evaluates the progress made on local priorities and submits the progress report to the California Department of Education. The local priorities as defined by the State of California are:

- Priority 1 Appropriately assigned teachers, Access to curriculum-aligned instructional materials, and Safe, clean and functional school facilities.
- Priority 2 Implementation of State academic standards
- Priority 3 Parent Engagement
- Priority 6 School Climate
- Priority 7 Access to a broad course of study

Note: Priority 4 and 5 do not apply to our district.

OUHSD's progress on local priorities:

Priority 1

OUHSD uses the Facility Inspection Tool (FIT) to assess the condition of all of the schools in the district. According to the FIT criteria, all schools were found to be in good repair. (LPHS-91.51%, OHS-91.98% and PHS-92.71%). We have filled most of our teaching vacancies except 1 ITECH position and 1 SPED position. We are still actively recruiting those positions.

1. Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions: 0 misassignments. 2 vacancies (SPED and ITECH)
2. Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0
3. Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies): 0

OUHSD has met local indicators in Priority 1.

Priority 2

OUHSD has implemented the California Common Core Standards in English, ELD, math and social science. We are in the process of implementing the Next Generation Science Standards in grades 9-12.

OUHSD has met local indicators in Priority 2.

Priority 3

OUHSD is in the second year of Culturally Responsive Positive Behavioral Intervention Supports (CR-PBIS). This focus has changed how staff communicate with parents. OUHSD produces a Community Newsletter bi-monthly to let all stakeholders know what is going on in the district. OUHSD has redesigned our website and social media presence to inform stakeholders and community on a daily basis of the great things going on in the Oroville Union High School District.

Along with implementing CR-PBIS with fidelity and hiring an additional social worker and adding targeted case managers to each school site to address barriers that impede learning for students. OUHSD is working with the Butte County SELPA to provide training to parents on how to exercise their legal rights and advocate for their own students.

OUHSD has met local indicators in Priority 3.

Priority 6

OUHSD administered the California Healthy Kids Survey (CHKS) to all students during the 2020-2021 school year. 53% of the survey respondents believed the school is supportive and inviting place for students to learn. 53% of the survey respondents believed their school promotes academic success for all students.

OUHSD began implementation of CR-PBIS during the 2020-2021 school year. The focus is to change the culture to a positive educational environment. We use Safe, Respectful and Responsible as a framework for our Positive Intervention Program.

OUHSD has met local indicators in Priority 6.

Priority 7

For the 2020-2021 school year, 100% of Oroville Union High School District's students had full access to a broad course of studies as defined by California Education Code 50210 and 51220(a)-(i). All secondary students in Oroville Union High School District have access to a broad course of studies within their school offerings. English learners all have access to the English Language Arts course in addition to the English Language Development course. Through a partnership with Butte-Glenn Community College, high school students have access to college credit bearing courses. Both comprehensive high schools offer Advanced Placement courses and also offer a robust Career Technical Education pathway. Barriers preventing OUHSD from maximizing broad course of study offerings to all students include a lack of time during the regular school day, especially for English learners arriving in high school. Extended learning offerings, including credit recovery, are planned for continued expansion during the 2021-2022 school year. Funding for these offerings comes from the LCAP and the Extended Learning Opportunities Grant.

OUHSD reviews and uses California School Dashboard Indicators to inform educational practice. Using 19-20 data, OUHSD had the following graduation rates: 89.5% All, 60.3% SWD, 100% Foster Youth and 82.4% EL's. OUHSD needs to improve graduation rates for all students, especially students with disabilities. OUHSD is using a co-teaching model in core classes to support students and IEPs, as well as general education students that struggle. OUHSD is also concerned about the College and Career Readiness California School Dashboard Indicator and the number of students deemed prepared. Using 19-20 data, OUHSD had the following percentages of students deemed "prepared:" All 26.4 ,SWD 0%, EL 23.5%, African American 11%,

American Indian 14.9%, Asian 52.4%, Hispanic 20.4%, White 25.5%, SED 22.9% , and Homeless 14.8%. The OUHSD Board of Trustees has directed school administration to focus on improving the number of students deemed prepared on the College and Career Readiness Dashboard Indicator. We are requiring the development of 4 year plans for all students and educating counselors on CTE pathways and how students complete pathways.

One of the barriers to students accessing a broad course of study is that OUHSD is a small district and in some courses, such as music, AP courses, and CTE courses, there is often only one period offered of each course at each school site. Graduation requirements in the 9th and 10th grade year make it difficult for students to take music , Spanish, AP courses and/or CTE courses. OUHSD is exploring options to give students flexibility in meeting graduation requirements, such as 9th graders taking Biology and taking independent study PE.

OUHSD is in the process of developing four year plans for all students. OUHSD has hired College/Career Readiness techs to assist students in finding information about scholarships, careers, and colleges. The impetus for that change is to improve the district's College and Career Readiness Dashboard Indicator, as well as improve the district's graduation dashboard.

OUHSD is always exploring ways to offer students an excellent and equitable educational experience. OUHSD uses student data to revise and improve courses in order to ensure that students are given opportunities to access high school level math, English and science curriculum. OUHSD has been focusing on improving student engagement as a way to improve all California School Dashboard Indicators.

OUHSD has met local indicators in Priority 7.

**ASB Report
September 2021**

Our Recent Projects:

- Birthday notes with T-bird Pride pen
- Top T-Birds - selected by a different department each month for Safe, Respectful and Responsible to be highlighted in the quad with a picture, brief write up and a LP Honor and Pride T-shirt or Sweatshirt
- Hosted Club Expo on September 2nd with 21 tables in the quad
- Bell Game Posters
- Completed a CR-PBIS video for the common areas on our behavior matrix
- Working on creating and delivering goodie bags for athletes

Future Projects

- Work on another CR-PBIS video
- Begin planning for homecoming
- Get Humans of Las Plumas back up and running with active posts
- Plan lunchtime activities

Reported By:Sierra Reinhardt

OHS ASB School Board Report

09/15/21

- We had a very successful Club expo where students got to see and sign up for clubs offered on campus.

Our class has been working on

- CRPBIS videos and activities and helped to brainstorm ideas for our CRPBIS incentives.



- Display case to get to know new staff members as well as more information about returning teachers



- Bell game activities:
 - Posters to decorate the stadium
 - Bell game spirit week

We will begin planning homecoming.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SPECIAL BOARD OF TRUSTEES MEETING
September 2, 2021**

MINUTES

CALL TO ORDER

Board Vice President, Mrs. Englund, called the meeting to order at 4:15 p.m. on Thursday, September 2, 2021, at the District Office.

ROLL CALL

Board Members Present: 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

#28-21/22: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the board accepted an amended Personnel Assignment Order by the following vote:

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

NEW BUSINESS

1. Contract with ARC Alternatives to Assist with the CalSHAPE Plumbing Program

#29-21/22: On a motion by Mrs. Walker, seconded by Mrs. King, the contract was approved as presented by the following vote:

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

2. Amended Personnel Assignment Order

#30-21/22: On a motion by Mrs. Walker, seconded by Mrs. King, the amended Personnel Assignment Order was approved by the following vote:

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

(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.)

MINUTES OF SPECIAL MEETING – SEPTEMBER 2, 2021

Certificated

2021/22 Substitute Teachers

Andrew Settlemyre
Michelle Medford

6th Period Options

LPHS

Geography-5th period-Keely Frazier
Effective 8/13/2021
Welding-3rd period – West Upton
Effective 8/30/2021
Special Education 6th period – Katherine
Bone
Effective 8/13/2021

OHS

Economics -3rd period-Michael
Buchanan
Effective 8/23/2021

Marisol Navarro Jacobo
Social Worker-PHS
Correction to hire date
Effective 9/3/2021

Classified

Michael Bergman
Custodian
Resignation
Effective 8/18/2021

Jaymie Martinez
Administrative Secretary-LPHS
Resignation
Effective 8/30/2021

Jaymie Martinez
Education Services Technician-DO
8.0 hrs p/day; 240 days p/yr; Step
EST/F07 \$22.88 p/hr
Effective 8/31/2021

Barbara Rodriguez
Food Service Worker
Correction to hire date
Effective 8/30/2021

Tiffanee Raygoza
Administrative Secretary – LPHS
8.0 hrs p/day; 260 days p/yr
Step/Column 18/E \$22.21 p/hr
Effective 9/20/2021

Madisson Jensen
Courier
5.7hrs; SDO (195 days)
Step/Column 15/A \$16.96p/hr
Effective 9/14/2021

Brooke Jergensen
Food Service Worker
3.5 hrs p/day; SDO+2
Step/Column 5/A \$14.00p/hr
Effective 9/13/2021

Pa Houa Yang
Administrative Secretary - LPHS
Voluntary transfer from 260 day position to a
240 day position
Effective 9/1/2021

Lea Wenger
Voluntary transfer to ATC Para Educator
7.0hrs p/day; SDO+2; Step/Column 12/G12
\$20.33p/hr
Effective 9/13/2021

MINUTES OF SPECIAL MEETING – SEPTEMBER 2, 2021

Certificated (Cont.)

Classified (Cont.)

Sarah Reed
Para Educator II
7.0 hrs p/day, SDO (195 days)
Step/Column 12/A \$15.79
Effective 9/13/2021

Sally Van Tassel
Para Educator II
7.0hrs p/day; SDO (195days)
Step/Column 12/A \$15.79p/hr
Effective 9/13/2021

2021/22 Gatekeepers

Michela Monnot
Christine Wimberly
Donna Hoisington

Mike Davis
Bus Driver
Change from 4.1hrs @ 17/J19 \$25.11p/hr &
2.9hrs @ 22/J19 \$28.39p/hr to 5.1hrs @
17/J19 \$25.11 & 2.5hrs @ 22/J19 \$28.39p/hr
Effective 9/7/2021

Debra Bradford
Bus Driver
Change from 4.5hrs @ 17/F07 \$22.32p/hr to
8.0hrs @ 17/F07 \$22.32p/hr
Effective 9/7/2021

Joel Jenkins
Bus Driver
Change from 6.0hrs @ 17/H14 \$23.66p/hr &
1.0hr @ 22/H14 \$26.77p/hr to 7.0hrs @
17/H14 \$23.66p/hr & 1.0hr @ 22/H14
\$26.77p/hr
Effective 9/7/2021

Leighton Jenkins
Bus Driver
Change from 3.9hrs @ 17/J19 \$25.11p/hr &
4.1hrs @ 22/J19 \$28.39p/hr to 5.5hrs @
17/J19 \$25.11p/hr & 2.5hrs @ 22/J19
\$28.99p/hr
Effective 9/7/2021

Chandler McCauley
Courier
Change from 4.5hrs @ 15/A \$16.96p/hr to
5.6hrs @ 15/A \$16.96p/hr
Effective 9/7/2021

MINUTES OF SPECIAL MEETING – SEPTEMBER 2, 2021

Certificated (Cont.)

Classified (Cont.)

Susan Swartz
Courier
Change from 5.5hrs @ 17/D \$20.61p/hr to
5.3hrs @ 17/D \$20.61p/hr & 0.7hrs @ 22/D
\$23.33p/hr
Effective 9/7/2021

Jordan LaGrone
ATC Para-Educator
6.0 hrs; SDO+2; Step/Column 12/B
\$16.56p/hr
Effective 9/7/2021

Jordan LaGrone
Courier
2.0hrs p/day; SDO; Step/Column 15/B
\$17.83p/hr
Effective 9/7/2021

Lee Vang
Para Educator II
5.5hrs p/day; SDO (195 days)
Step/Column 12/A \$15.79p/hr
Effective 9/13/2021

2021/22 Substitute Para Educator

Lena King

2021/22 Substitute Custodian

Daniel Eakes
John Elkins
John Ruggles

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Mrs. King, the meeting adjourned at 4:18 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
August 18, 2021**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:30 p.m. on Wednesday, August 18, 2021, at the Transportation Conference Room and via YouTube.

ROLL CALL

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

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

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9** [UCP #1-20/21; OUHSD vs PERB (Case #C089108)]
- **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 5:31 p.m.

RESULTS OF CLOSED SESSION

At 6:01 p.m., the board reconvened to open session. No action was taken.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#17-21/22: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the board accepted an amended Personnel Assignment Order by the following vote:

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

PUBLIC HEARING (None)

RECOGNITIONS AND PRESENTATIONS

1. Recognition of Retirees

Sherri Davis (11 years) and Susan Raasch (16 years) were recognized for their retirement and years of service to the district.

2. Principal's Report on the First Day of School

PHS

Tim Drury reported that PHS has 110 students on campus and 15 students at CIS. Michela has been a rock star in the office by smoothly handling everything that comes her way. He is excited about their new staff members who are fitting in well. The bike shop has been turned into a wood shop. He thanked the board and

MINUTES OF REGULAR MEETING – AUGUST 18, 2021

district admin for their support. He thinks Dr. Collins is a great addition to the team. His teachers did a social contract with each class on the first day. Mr. Lund will be focusing on CR-PBIS for two periods this year. Lastly, their WASC entrance meeting is on March 27th.

OHS

Mrs. Tellechea stated that it's been great working with Dr. Collins. The last two days of school have been great and the quad is packed. They have 966 students enrolled, with 835 on campus, 123 at CIS and 8 in College Connection. The students are excited to be back. She thanked Mrs. Castillo and Mr. Frazier for leading the Link Crew. She thanked PTSA for having a welcome table in the quad. Her office staff and counselors did a tremendous job this summer. They have had a strong turnout for volleyball and football and are trying to recruit more kids for cross country and girl's tennis. The Maintenance/Grounds department did a great job getting their campus in shape. The IT department did a great job distributing Chromebooks. The teachers did a great job getting ready to teach on the first day and attending the training on social contracts. She thanked her support staff for welcoming students with smiles and open arms. She listed her new staff. Mr. Juardo (Counselor) and Mrs. De La Torre (Attendance Technician) are both bilingual, which will be very helpful. Every teacher did a social contract with each student each period on the first day of school, which covered class norms, coming up with a team name, and what an ideal classroom environment is. It gives students a voice in the process.

LPHS

Dr. Collins stated that it's been a joy to work with the admin team. The district has three great high schools. He gave a brief presentation on Google slides. The Victory Bell looks great at his school! They have 1340 students registered. Approximately 200 freshmen attended orientation. Their quad is packed and their classes are full. He thanked his Targeted Case Manager and Universals for loving on kids. It was great to see Dr. Willenberg and Mr. Simas on campus the first day. They checked in on him to see if he had any questions. The teachers collaborated district-wide to discuss best practices. He has great teacher leaders on campus who helped implement and show the importance of social contracts. It was great to see the training immediately filtered down to the classroom to start building relationships. He can't say enough about having Mr. Kermen as a partner. Lastly, he thanked Mrs. Tellechea for always answering his questions. He loves their competitiveness.

CIS/CC/ATC/OAE

Mr. Ochs reported that CIS has been a revolving door so far. They started around 300, 47 went back on campus, and 57 new students were added. Their maximum capacity, including special education, is 330-335. There are currently 17 students on the waiting list. There are some PHS seniors who will be able to graduate this year due to AB 104 and may choose to return to LPHS or OHS. They are using the Edgenuity online platform for the first time this year. AB 130 added more standards for independent study to follow this year. The College Connection program starts at Butte next week and is down to 20 students. They need to revamp the program to rebuild the interest as it has dwindled over the years. There are 25 students at ATC. They are down seven Para-Educators, so the students aren't currently able to work in the community. OAE is recovering exceptionally well. The community classes are back open and are filling up. They won't be offering CNA classes this fall due to the students not being able to get into elder care homes to do their practicals. They hope to be able to offer the class in the spring. They will not have an EMT class this year but are still offering high school diploma and HiSet. OAE is going through a rebuilding phase and will also have a WASC visit this year.

Mr. Damon stated that he loves to see the energy. Mr. Sehorn wanted to publicly commend each administrator. He thought the new teacher orientation was great. He's excited about this year and loves the friendly rivalry between Dr. Collins and Mrs. Tellechea. He also commended Mr. LaGrone and his staff for making the campuses look great as well as Mrs. Deadmore and her staff for making a great breakfast for staff last Friday.

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Andrea Torres stated that forcing children to stay muzzled (masked) is child abuse. This is a political issue; not a science issue. Students should be allowed to breathe and show their faces. 480 children died from the regular flu during 2018 and 2019. COVID has nearly a 100% survival rate. Why aren't masks required during normal flu season? More students have been lost to suicide than COVID. If the board is really concerned about the health of children, why aren't they being fed more nutritious food? Children are being taught to live

MINUTES OF REGULAR MEETING – AUGUST 18, 2021

in fear and breathe their own carbon dioxide. Parents should decide whether their students wear a mask; not the schools or the State.

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

3. Board Comments (None)

4. Superintendent

Dr. Willenberg reported that there are already a lot of great things happening in the district. We are obligated to follow CDPH mask guidance and can be heavily fined by OSHA for not doing so. We are on a new schedule this year. There are no more advisory, collaboration or late start Wednesdays. There will be minimum days on Thursdays for professional development, training, PLC and DOJ items. The focus of CR-PBIS is working on improving school culture. We had 2212 students enrolled last year at this time. We currently have 2451 students enrolled. The schools are busy locating students who haven't shown up yet. The first two days have been great. 178 days to go!

5. Administration

Mrs. Watts reported that our new Fitch bond rate is AA-. The board recently approved a contract with ARC alternatives regarding HVAC. They also have a plumbing program to replace fixtures and appliances that don't meet current water standards. She is planning to bring a contract for this service to the board in September.

Mr. Simas reported on attending FPM training. We will have a review in November. LPHS will be reviewed on compensatory education and EL's. Dr. Collins and Mr. Kermen also attended the training. He met with the principals, counselors, social workers and support staff before school started to talk about expectations this year. They need to focus on customer service and responding to people in a timely manner as well as reviewing the students who are eligible for an AB 104 waiver. Admin and teachers received CR-PBIS training from our Monitor yesterday. He is coordinating the induction program for new teachers. We have a Para-Educator shortage and are still trying to recruit new ones. For now, we are prioritizing students with the highest need. He visited each school site yesterday. It was the first time he's seen something that was started (social contracts) already being filtered down so quickly to the students. It was nice to see staff and upperclassmen helping the younger students find their way around campus. He is encouraged and excited about this year and thinks they have a great admin team. Mrs. Walker asked for samples of social contracts. Mr. Simas will bring some examples to the next meeting.

6. DOJ Update

Dr. Willenberg reported that we are in the second year of CR-PBIS and expect to have it fully implemented by Christmas. We are putting the finishing touches on the Implementation Guide and checklists. CR-PBIS, Culturally Linguistically Responsive Teaching and PLC's have been deliberately tied together. Admin and teachers had a great training with Janel Keating last Friday. Staff is analyzing data to figure out the root causes of issues, like chronic absenteeism. The NAACP and Oroville Southside Improvement Group is hosting an Oroville Schools Meet and Greet this Saturday from 11:00 a.m. – 1:00 p.m. so parents and students can meet new principals and teachers. Lunch will be provided.

OLD BUSINESS (None)

CONSENT CALENDAR

7. Minutes from the July 28th and August 5th Board Meetings
8. Check Registers Dated 7/20, 7/22, 7/27, 7/29, 8/3 and 8/5
9. Monthly Financial Report
10. Donations to the Hall of Fame
11. Donation of Weights and Gym Equipment Valued at \$1500 to LPHS

MINUTES OF REGULAR MEETING – AUGUST 18, 2021

12. **Donation of \$2200 from the Fellows Club of Oroville to the LPHS FFA Program**
13. **Disposal of Surplus Equipment**
14. **Agreement with the Durham Recreation & Park District for Pool Use for the Swim Team**
15. **New Food Service Department Secretary Job Description**
16. **New PHS Courses: Building Trades, General Construction and Outdoor Education**

#18-21/22: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the consent calendar was approved as presented by the following vote:

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

NEW BUSINESS

17. 21/22 Certificated Tenure

#19-21/22: On a motion by Mrs. Englund, seconded by Mrs. Walker, Jennifer Anderson, Audrey Bruce, Patrick Cleary, Jennifer Culver, Nancy Diaz, Olivia Garcia, Eric Isenberg, Jamie Kumle, Bonnie Leih, Garrett Louis, Kimberly Regnerus and Marta Shaffer were granted tenure as presented by the following vote:

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

18. Committee on Assignment Waiver Requests – Elective Classes

#20-21/22: On a motion by Mrs. Walker, seconded by Mrs. Englund, the wavier requests were approved as presented by the following vote:

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

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

#21-21/22: On a motion by Mrs. Walker, seconded by Mrs. Englund, Resolution #1-21/22 was approved as presented by the following vote:

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

20. 45-Day Budget Revision

Mrs. Watts presented a budget revision report. Board approval was not required.

21. Amendments to the 2021-2024 LCAP

#22-21/22: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the amendments were approved as presented by the following vote:

MINUTES OF REGULAR MEETING – AUGUST 18, 2021

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

22. 2021-2024 College & Career Access Pathways Partnership Agreement with Butte College

#23-21/22: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the Partnership Agreement was tabled by the following vote:

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

23. Purchase of SWISSSuite License Agreement

#24-21/22: On a motion by Mrs. Walker, seconded by Mrs. Englund, the License Agreement was approved as presented by the following vote:

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

24. New District Logo

#25-21/22: On a motion by Mr. Sehorn, seconded by Mrs. Englund, the new district logo was approved as presented by the following vote:

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

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

#26-21/22: On a motion by Mrs. Walker, seconded by Mrs. Englund, the Board approved the certification and adherence to Board Policy 0410 as presented by the following vote:

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

26. Amended Personnel Assignment Order

#27-21/22: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the amended Personnel Assignment Order was approved by the following vote:

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

MINUTES OF REGULAR MEETING – AUGUST 18, 2021

(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

Correction to Stipend amount

OHS

Student Activity Director - Diana Castillo -
\$2,748
Link Crew – Diana Castillo - \$1,998
Link Crew – Tom Frazier - \$1,998

LPHS

Student Activity Director - Keely Frazier -
\$2,748
Link Crew – Keely Frazier - \$1,998
Link Crew – Sherie Kermen \$1,998

Elizabeth Franks (correction to name)
Math Teacher - LPHS
Step/Class 09/III \$68,462 p/yr.
Effective 8/13/2021

Dave Tamori
Long Term Substitute
\$175 p/day
Effective 8/16/2021-12/17/2021

Diana Huss
Long Term Substitute
\$175 p/day
Effective 8/16/2021-1/13/2022

2021/22 Coaches

OHS

Volleyball

Frosh Head Coach – Alyssa Gramps (PD)

Samantha Muntifering
Teacher-OHS
Unit move from Step/Class 05/III \$61,064 to
05/IV \$62,912
Effective 8/13/2021

Garrett Louis
Teacher-OHS
Unit move from Step/Class 03/III \$57,366 to
03/IV \$59,216
Effective 8/13/2021

Thomas Frazier
Teacher – OHS
Unit move from Step/Class 24/III \$86,191 to
24/IV \$89,890
Effective 8/13/2021

Classified

Jill Calcaterra
Food Service Worker
From 3.5hrs to 5.25hrs/day;
SDO+2; Step/Column 5/A \$14.00p/hr.
Effective 8/13/2021

2021/22 Substitute Courier

James Carter

Barbara Rodriguez
Food Service Worker
7.25hrs/day; SDO+2
Step/Column 05/A \$14.00p/hr.
Effective 8/23/2021

Enedelia Martinez
Para Educator II – OHS
Change from 5.5hrs to 7hrs p/day
SDO; Step/Column 12/C \$17.39p/hr.
Effective 8/17/2021

Crystal Goolsby
Para Educator II-OHS
Change from 6.0hrs to 7.0hrs p/day;
SDO; Step/Column 12/G10 \$20.33p/hr.
Effective 8/17/2021

Kelly Sapp
Education Services Technician
Resignation
Effective 8/27/2021

MINUTES OF REGULAR MEETING – AUGUST 18, 2021

Certificated (Cont.)

Terris Holloway
Long Term Substitute
\$175 p/day
Effective 8/17/2021

Classified (Cont.)

2021/22 6th Period Option

Janie Henry
Special Education
Effective 8/17/2021

27. Items for Next Agenda (None)

ADJOURNMENT

On a motion by Mrs. Walker, seconded by Mr. Sehorn, the meeting adjourned at 7:10 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 08/10/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-207558	08/10/2021	Collins, Lamar	01-5200	CUTLER CONS. CONF.		753.92
3005-207559	08/10/2021	ABILITYUSA, INC	01-5804	7/01/21-7/31/21 PRESCREENING	552.00	
			13-5804	7/01/21-7/31/21 PRESCREENING	276.00	828.00
3005-207560	08/10/2021	ACCESS INFORMATION PROTECTED	01-5800	SHREDDING JULY 2021		835.50
3005-207561	08/10/2021	AZ BUS SALES INC	01-5620	ROAD SIDE SERVICE		348.81
3005-207562	08/10/2021	BETTER DEAL EXCHANGE	01-4300	ADAPTER/TUBE/TEE	27.86	
				AQUA GUN/HOSE FLEX	63.85	
				HOSE ADPT/BIT DRL/SPLY	33.53	
				LOCKER/BOLT/TENSION	30.88	
				MIRROR	17.31	
				STEEL/TURNBKL	28.11	
				TEE BRSS	10.81	
				VARIOUS SUPPLIES	114.24	
			01-4363	O-RING WATR FILTER	3.89	330.48
3005-207563	08/10/2021	BOYS & GIRLS CLUBS OF THE NORTH VALLEY	01-5800	AUG. SERVICE CONTRACT		17,400.00
3005-207564	08/10/2021	CA OCCUPATIONAL MEDICAL PROF	01-5804	JULY2021 PRE SCREENING		165.00
3005-207565	08/10/2021	Condensed Curriculum International, Inc.	11-5800	MEDICAL & CODING BILLING		4,687.20
3005-207566	08/10/2021	CONTINENTAL ATHLETIC SUPPLY	01-4300	NEW & REC. HELMET AND SHOULDER PADS	1,040.77	
			01-5620	NEW & REC. HELMET AND SHOULDER PADS	1,983.25	
				Unpaid Sales Tax	9.62-	3,014.40
3005-207567	08/10/2021	CUTLER CONSULTING GROUP LLC	01-5800	JULY21-DEC21 SERVICE		5,000.00
3005-207568	08/10/2021	DAY WIRELESS SYSTEMS	01-5900	JULY2021 BILLING		762.00
3005-207569	08/10/2021	DELL MARKETING LP	01-4300	20 DELL LATITUDE	80.00	
			01-4400	20 DELL LATITUDE	26,841.76	26,921.76
3005-207570	08/10/2021	MESA ENERGY SYSTEM INC.	01-5640	HVAC REPAIRS LP		2,085.37
3005-207571	08/10/2021	HOME DEPOT	01-4300	MAINT. SUPPLIES	181.92	
				RETURNED	29.25-	152.67
3005-207572	08/10/2021	OFFICE DEPOT	01-4300	CORDLESS TELEPHONE	40.74	
				FILE FOLDER JACKET	49.75	
				VARIOUS SUPPLIES DO	74.10	
				VARIOUS SUPPLIES/GNESDA	211.82	
				VARIOUS SUPPLIES/HOWARD	271.29	647.70
3005-207573	08/10/2021	RT S AUTO BODY INC	01-5620	BUS 75 SERVICE		1,639.11
3005-207574	08/10/2021	US BANK CORPORATE PAYMENT SYSTEM	01-4300	5996- OFFICE CHAIRS	257.38	
				5996- STORAGE BINS	62.36	
				7522- ADMIN MEETING SUPPLIES	183.33	
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 08/10/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-207574	08/10/2021	US BANK CORPORATE PAYMENT SYSTEM	01-5806	2510- FACEBOOK AD	46.51	
			11-4300	8796- BATTERIES/FILTERS	114.63	664.21
3005-207575	08/10/2021	ZOOM VIDEO COMM	01-5850	21/22 ANNUAL LICENSE		10,450.00
Total Number of Checks					18	76,686.13

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	17	71,617.92
11	AdultEducationFund	2	4,801.83
13	CafeteriaSpecialRevenueFund	1	276.00
Total Number of Checks		18	76,695.75
Less Unpaid Sales Tax Liability			9.62
Net (Check Amount)			76,686.13

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 13 2021
10:55AM

Checks Dated 08/12/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-207827	08/12/2021	GOLDEN PACIFIC HOMES	25-8681	REFUND FEES- PERMIT CANCELLED		5,556.47
3005-207828	08/12/2021	Frazier II, Thomas L	01-4300	LINK CREW TRAINING LUNCH		46.11
3005-207829	08/12/2021	Post, Thomas R	01-5200	COURIER LP TO DO	8.40	
3005-207830	08/12/2021	Eads, Nicole L	01-4300	COURIER LP-DO	11.20	19.60
				TRAY/GLOVES/DISH SOAP	10.15	
				WATER & MATERIALS	19.06	
				MEALS FOR ESY	136.50	
				WATER & MATERIALS	4.50	170.21
3005-207831	08/12/2021	ACE PLUMBING	01-5620	REPAIR 2" WATER PIPE		2,680.00
3005-207832	08/12/2021	CALIF WATER SERVICE COMPANY	01-5505	6/29/21-7/29/21- 9931655860	32.52	
			11-5505	6/29/21-7/29/21- 8767360151	297.58	330.10
3005-207833	08/12/2021	CENTURY LINK	01-5900	AUG2021 BILLING #87101630		1.04
3005-207834	08/12/2021	COMCAST	11-5900	AUG2021- 933675892	1,816.64	
			11-8699	AUG2021 E-RATE #933675892	177.00-	1,639.64
3005-207835	08/12/2021	HILLYARD INC.	01-4300	SOAP/BATH TISSUE	712.93	
				VARIOUS COSTUDIAL SUPPLIES	1,141.38	1,854.31
3005-207836	08/12/2021	LAWTON PRINTING	01-4300	RITE ON TABS		116.10
3005-207837	08/12/2021	OREILLY AUTOMOTIVE INC	01-4363	CABLE	19.47	
				CANSTR SOL	29.00	
				MINI LAMP	6.64	
				OIL FILTER	14.86	
				PLUGS	13.51	
				TIRE REPAIR KIT	12.33	
				TOWING TRAIL	110.34	206.15
3005-207838	08/12/2021	OROVILLE FORD	01-4363	F350 BED SIDE TRAILER		58.34
3005-207839	08/12/2021	PG&E	01-5501	7241342564-5 / 6/18/21-7/19/21	12,091.18	
				8353087371-6 / 7/01/21-8/01/21	1,221.60	
			11-5501	7241342564-5 / 6/18/21-7/19/21	411.06	13,723.84
3005-207840	08/12/2021	SHARP LOCKSMITHING GARAGE DOOR	01-4363	4 KEYS B78/B81		10.83
3005-207841	08/12/2021	THE MUSIC CONNECTION SALLY S MACMILLAN	01-4300	INSTRUMENT AND SUPPLIES		62.10
3005-207842	08/12/2021	THERMALITO WATER & SEWER DIST	01-5505	JULY2021 BILLING- 617301	406.70	
				JULY2021 BILLING- 620601	311.56	718.26
Total Number of Checks					16	27,193.10

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

Checks Dated 08/12/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description	Check Count	Expensed Amount			
01	General Fund	14	19,288.35			
11	Adult Education Fund	3	2,348.28			
25	Capital Facilities Fund	1	5,556.47			
	Total Number of Checks	16	27,193.10			
	Less Unpaid Sales Tax Liability		.00			
	Net (Check Amount)		27,193.10			

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

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Aug 13 2021
10:56AM

Checks Dated 08/17/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208076	08/17/2021	NORTH VALLEY ARBOR MGMT INC DBA ABOUT TREES	01-5800	REMOVAL OF TREE AT LPHS		4,675.00
3005-208077	08/17/2021	BATTERIES PLUS	01-4300	12V LEAD DURACELL		346.63
3005-208078	08/17/2021	BENNY BROWNS ORO DAM AUTO CNTR	01-4363	CONTAINER 03-1 SUBURBAN		73.67
3005-208079	08/17/2021	Berry Electric	01-5640	REPLACED DAMAGE WIRES IN BASEMENT	5,568.00	
3005-208080	08/17/2021	BETTER DEAL EXCHANGE	01-4300	REPLACED DEFECTIVE MAIN BREAKER	1,975.00	7,543.00
				ANCHOR HOL/HAMMR DRILL	24.44	
				BALLCOCK ADJ	8.65	
				COMP CONCT/THREAD SEAL	15.56	
				COPPER/TEE/ADAPTER	38.93	
				HDMI CABLE	17.31	
				METAL REPAIR	5.40	
				MISC BOLTS/NUTS/WASHERS	3.23	
				PAD VNY PROT	19.43	
				PRE MIX GROUT	23.78	
				PVC PIPE/ELBOW 45/90	7.53	
				TUBE COPPER/COMP NUT&SLEEVE	15.38	
				V BELT 1/2X24	22.70	202.34
3005-208081	08/17/2021	BROWERS TOW SERVICE INC	01-5620	TOWED BUS 78 TO WOODLAND		1,125.00
3005-208082	08/17/2021	BUSWEST	01-4363	ANTENNA		75.12
3005-208083	08/17/2021	DAN'S ELECTRICAL SUPPLY	01-4300	15A FUSE		63.61
3005-208084	08/17/2021	GRAINGER INC	01-4300	GP MOTOR 1/4 HP	183.16	
				TELEPHONE WALL HANDSET	108.33	
				WIRELESS ENTRY CHIME	41.44	332.93
3005-208085	08/17/2021	HILL YARD INC.	01-4300	DUST PAN WITH GRIP HANDLE		38.17
3005-208086	08/17/2021	HOME DEPOT	01-4300	MAINT. SUPPLIES		194.96
3005-208087	08/17/2021	INSIDE OUT DESIGNS	01-4300	ALUMINUM 4"X8" SIGN		19.49
3005-208088	08/17/2021	JACKSONS GLASS CO	01-5640	44X42 LAMINATED GLASS		6,234.09
3005-208089	08/17/2021	MIKE CAREY MIKE CAREY CONSTRUCTION	01-5640	OFFICE ADDITION AT Q2		7,245.00
3005-208090	08/17/2021	MJB SALES & SERVICE	01-4300	NITROGEN/HAZMAT FEE	36.35	
				Unpaid Sales Tax	.34	36.01
3005-208091	08/17/2021	MT SHASTA SPRING WATER CO INC	01-4300	AUG21 3-5 GAL- DO	28.50	
			01-4363	AUG21 3-5 GAL- TRANS	28.50	57.00
3005-208092	08/17/2021	OROVILLE FORD	01-4363	HOSE HEATER FOR F150		96.94
3005-208093	08/17/2021	PG&E	01-5501	6255577568-3 7/01/21-8/01/21		596.70
3005-208094	08/17/2021	PRACTI-CAL INC	01-5800	MEDI-CAL CLAIMS		24.84
3005-208095	08/17/2021	RAMIRO RUBALCABA	01-5800	07/01/21-07/30/21 SERVICE		5,625.00

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

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Checks Dated 08/17/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208096	08/17/2021	RAY MORGAN COMPANY	01-4300	STAPLES FOR LPHS	481.23	
			01-5602	1ST QTR	1,940.15	
				#175565/159689/159688/159686		
				1ST QTR #175565/175566	2,276.28	
			01-5603	1ST QTR #93732-93733	1,298.67	
				1ST QTR #131463	315.66	
				1ST QTR #131895	321.55	
				1ST QTR #170544	134.01	
				1ST QTR	95.67	
				#175565/159689/159688/159686		
				1ST QTR #175565/175566	289.93	
				1ST QTR #24369	259.56	
				1ST QTR #117687	133.36	
			11-5603	1ST QTR #127604	377.87	
				1ST QTR #151490	413.28	
				1ST QTR #73822	671.73	
				GREEN WASTE- LPHS		9,008.95
3005-208097	08/17/2021	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	ANNUAL FIRE EXT. SERVICE- LPHS	546.66	214.40
3005-208098	08/17/2021	JOHN E. MCCARTHY JR SISKIYOU FIRE EQUIPMENT	01-4300	ANNUAL FIRE EXT. SERVICE- OHS	389.70	
				ANNUAL FIRE EXT. SERVICE- OHS	454.65	
				TRANS/MAINT		
			01-5800	ANNUAL FIRE EXT. SERVICE- LPHS	880.00	
				ANNUAL FIRE EXT. SERVICE- OAE	152.00	
				ANNUAL FIRE EXT. SERVICE- OHS	688.00	
				ANNUAL FIRE EXT. SERVICE- PHS	296.95	
				ANNUAL FIRE EXT. SERVICE- TRANS/MAINT	840.00	4,247.96
3005-208099	08/17/2021	T-MOBILE USA INC.	01-5900	AUG HOT SPOT SERVICE		8,200.00
3005-208100	08/17/2021	THERAPY TRAVELERS, LLC	01-5800	08/02/21-08/06/21 SERVICE		3,637.50
Total Number of Checks					25	59,914.31

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	25	58,318.41
11	AdultEducationFund	1	1,596.24

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 08/17/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	25			59,914.65
		Less Unpaid Sales Tax Liability				.34
		Net (Check Amount)				59,914.31

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 20 2021
8:59AM

Checks Dated 08/19/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208278	08/19/2021	Frazier II, Thomas L	01-4300	LINK CREW TRAINING LUNCH		73.97
3005-208279	08/19/2021	ABSOLUTE SAFETY TRAINING INC	11-5800	BASIC LIFE SUPPORT/CPR		1,050.00
3005-208280	08/19/2021	Amazon.com Lic	01-4300	HANGING WALL FILE ORGANIZER	25.95	
				HEAVY DUTY FILE CRATE	224.14	
				NUMEROUS SUPPLIES	100.16	
			01-4400	KEY MANAGEMENT SYSTEM	3,894.84	
			11-4200	NUMEROUS BOOKS	267.36	4,512.45
3005-208281	08/19/2021	BROADWAY WORKS	01-5200	TEACHERS WORKSHOP/ S.GRECO		849.00
3005-208282	08/19/2021	BSN SPORTS	01-4300	SHIRTS AND SHORTS		1,796.55
3005-208283	08/19/2021	CALIF WATER SERVICE COMPANY	01-5505	6/29/21-7/29/21- 0556577777		7,396.90
3005-208284	08/19/2021	COMERS PRINT SHOP	01-4300	300 POSTCARDS		111.44
3005-208285	08/19/2021	HEATHER MCGOWAN DBA SOUNDING BOARD MKT & COMM	01-5800	JULY2021 SERVICE		2,775.00
3005-208286	08/19/2021	DELL MARKETING LP	01-4400	DELL LAPTOP XPS139305		1,374.55
3005-208287	08/19/2021	ERICKSON LAW FIRM A.P.C.	01-5801	07/01/21-07/31/21 BILLING		9,881.50
3005-208288	08/19/2021	HEARTLAND PAYMENT SYSTEMS INC	13-5850	FOOD SERVICE ANNUAL SUBSCRIPTIONS		2,685.50
3005-208289	08/19/2021	HOUGHTON MIFFLIN CO	01-4100	ENGLISH 3D LANG/Writing VOL1	1,281.80	
			01-5850	ENGLISH 3D ONLINE COURSE	2,400.00	
				LIVING EARTH DIGITAL	63,463.50	67,145.30
3005-208290	08/19/2021	NoRedInk Corp	01-5800	VIRTUAL TRAINING AND SUBSCRIPTION	1,000.00	
			01-5850	VIRTUAL TRAINING AND SUBSCRIPTION	20,000.00	21,000.00
3005-208291	08/19/2021	OFFICE DEPOT	01-4300	CARTRIDGE	85.56	
				CHAIR/INK ALETHA	252.11	
				DESK	321.29	
				FOLDERS RM610	7.36	
				FOLDING TABLE WHITE	105.09	
				MAGNETIC WHITE BOARD	355.77	
				MARKERS	57.48	
				PAPER GRID	16.45-	
				POST IT OAE	10.07	
				PRINTER ALETHA	107.24	
				VARIOUS SUPPLIES	1,066.70	
				VARIOUS SUPPLIES OAE	404.79	
				VARIOUS SUPPLIES RM1208	88.38	
				VARIOUS SUPPLIES RM610	273.92	
			11-4300	FILE FOLDER TEAL OAE	6.48	
				VARIOUS SUPPLIES OAE	248.33	3,374.12
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.					ESCAPE	ONLINE

Checks Dated 08/19/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208292	08/19/2021	OROVILLE ADULT ED REVOLVING	11-8671	REIMB. CK# 1350-1353		265.75
3005-208293	08/19/2021	OUHSD Cafeteria Account	13-5800	JULY SERVICE CHARGE		40.00
3005-208294	08/19/2021	OUHSD CLEARING ACCOUNT	01-5800	JULY SERVICE CHARGE		25.00
3005-208295	08/19/2021	OUHSD REVOLVING FUND	01-5800	JULY REIMB.	35.00	
3005-208296	08/19/2021	GATEWAY EDUCATION HOLDINGS LLC SAVVAS	01-5900	JULY REIMB.	174.30	209.30
			01-4100	MPELA17 TEXTBOOK	19,167.28	
			01-5850	MPELA17 3YRS LICENSE	118,577.89	137,745.17
3005-208297	08/19/2021	Semingson Architects Inc	25-6200	JULY CLERICAL PROJECT ARCH.		935.00
3005-208298	08/19/2021	SPURR	01-5501	BILLING 06/04/21-07/02/21	1,668.36	
3005-208299	08/19/2021	TURNITIN, LLC	11-5501	BILLING 06/04/21-07/02/21	9.09	1,677.45
3005-208300	08/19/2021	BRANDON ASHER TWIN CITY TROPHIES	01-5850	21/22 SUBSCRIPTION K12		9,953.00
			01-4300	RETIREMENT PLATES FOR BELL	60.34	
				Unpaid Sales Tax	.55-	59.79
				Total Number of Checks	23	274,936.74

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	18	269,429.78
11	AdultEducationFund	5	1,847.01
13	CafeteriaSpecialRevenueFund	2	2,725.50
25	CapitalFacilitiesFund	1	935.00
	Total Number of Checks	23	274,937.29
	Less Unpaid Sales Tax Liability		.55
	Net (Check Amount)		274,936.74

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 08/24/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208520	08/24/2021	Reid, Jeff M	01-4300	PENCIL/ WHITE OUT		36.78
3005-208521	08/24/2021	Rogowski, Ryan K	01-4300	VARIOUS CLASSRM SUPPLIES		111.66
3005-208522	08/24/2021	Paim, Marco	01-4300	PRO HUB/SPEAKER		242.27
3005-208523	08/24/2021	Amazon.com Lic	01-4200	VARIOUS CLASSRM SUPPLIES	179.80	
			01-4300	EXCELMARK/TONER	54.08	
				STAPLER	33.15	
				TAPE DISPENSER	19.37	
				VARIOUS CLASSRM SUPPLIES	208.43	
			11-4300	VARIOUS CLASSRM SUPPLIES	28.73	523.56
3005-208524	08/24/2021	BETTER DEAL EXCHANGE	01-4300	BLACK OXIDE BIT	70.35	
				GAS CAN	71.42	
				HASP SAFETY/PADLOCK	12.54	
				LIQUID NAILS/CAULKGUN	21.63	
				LUBE TRIFLOW	21.63	
				LUGGAGE LOCKR HASP	36.74	
				MISC BOLTS	4.81	
				PIPE CUTTER/COUPL	21.41	
				VARIOUS SUPPLIES	75.05	
				WASP/HORNET KILLER	9.28	
3005-208525	08/24/2021	CTBOOK HOLDINGS LLC BULK BOOKSTORE	01-4363	CARABINER/MISC BOLTS/NUTS	2.90	347.76
3005-208526	08/24/2021	CDW GOVERNMENT INC	01-4100	ALCHEMIST BOOKS		1,801.55
3005-208527	08/24/2021	DAN'S ELECTRICAL SUPPLY	01-4300	HP LASER PRINTER- JUARDO		222.85
3005-208528	08/24/2021	DANIELSEN CO	01-4300	20A 480V FUSE		38.01
			13-4700	AUG20 SUPPER	638.09	
				AUG2021 FS	1,671.98	2,310.07
3005-208529	08/24/2021	DON JOHNSTON	01-5850	READTOPIA ANNUAL SUBSCRIPTION		675.00
3005-208530	08/24/2021	GOLD STAR FOODS	13-4700	FOOD SUPPLIES		5,938.71
3005-208531	08/24/2021	GRAINGER INC	01-4363	BATTERY		53.99
3005-208532	08/24/2021	HILL YARD INC.	01-4300	LINER/TOWEL ROLL	872.73	
				WIPES DISINFCT	84.02	956.75
3005-208533	08/24/2021	HOME DEPOT	01-4300	MAINT. SUPPLIES	854.91	
			01-4360	MAINT. SUPPLIES	344.24	1,199.15
3005-208534	08/24/2021	IECOB'S INDUSTRIAL EQUIP, INC	01-6400	PRESSURE WASHER		9,062.63
3005-208535	08/24/2021	JACKSONS GLASS CO	01-5620	TEMPERED INSULATED UNIT	409.80	
				WINSHIELD REPAIR	40.00	449.80
3005-208536	08/24/2021	NORTHAM DISTRIBUTORS INC	13-4700	FS		902.95
3005-208537	08/24/2021	OFFICE DEPOT	01-4300	10PK OF POCKET POLY FOLDER	229.09	
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 08/24/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208537	08/24/2021	OFFICE DEPOT	01-4300	FILE CABINET	1,982.61	
3005-208538	08/24/2021	OLIVER PACKAGING & EQUIPMENT COMPANY	13-4300	PELLET OF PAPER	1,297.69	3,509.39
3005-208539	08/24/2021	OROVILLE ADULT EDUCATION PETTY CASH FUND	11-5900	CAFETERIA SUPPLIES		648.32
3005-208540	08/24/2021	PROPACIFIC FRESH	13-4700	USPS PASTAGE FEE		12.50
3005-208541	08/24/2021	SSDA	01-5300	FOOD SUPPLY		223.41
3005-208542	08/24/2021	THE MUSIC CONNECTION SALLY S MACMILLAN	01-4300	21/22 MEMBERSHIP DUES		625.00
3005-208543	08/24/2021	US BANK CORPORATE PAYMENT SYSTEM	01-4200	INSTRUMENT AND SUPPLIES		772.19
				LEADING PLC'S PLAN BOOK	744.89	
			01-4300	BLUETOOTH HEADSET	86.59	
				BREAKFAST FOR TEACHERS	73.22	
				ORIENTATION		
				CLASSRM SUPPLIES G. HENDERSON	184.01	
				COFFEE	35.90	
				COFFEE FACULTY MEETING	53.85	
				CORDLESS PHONES AND CORDS	65.28	
				CUSTOM COLOR POSTER	243.53	
				DANISH	21.98	
				ENDURANCE AG PARTS	20.56	
				HOOK/STAPLER	24.65	
				LADDER SAFETY POST	2,559.08	
				LUNCH FOR TEACHERS ORIENTATION	648.96	
				MISSION/VISION/COVID POSTER	220.61	
				STALL MAT/SLOPE	167.76	
				SUPPLIES FOR TEACHERS ORIENTATION	135.52	
				TRANSFER BELT WITH HANDLE	20.56	
				VARIOUS SUPPLIES	315.69	
			01-5850	21/22 WILEY SUBSCRIPTION	65.00	
			11-4300	BATTERIES	13.93	
				HMDR WALL MOUNTH	417.20	6,118.77
3005-208544	08/24/2021	WORLDBLINK	01-4300	NOURISH FOOD VIDEO		48.17
Total Number of Checks					25	36,831.24

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	19	26,335.42

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

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Checks Dated 08/24/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description		Check Count		Expensed Amount	
11	Adult Education Fund		3		472.36	
13	Cafeteria Special Revenue Fund		5		10,023.46	
Total Number of Checks			25		36,831.24	
Less Unpaid Sales Tax Liability					.00	
Net (Check Amount)					36,831.24	

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 27 2021
8:33AM

Checks Dated 08/26/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208678	08/26/2021	Amazon.com Lic	01-4300	LANYARD FOR ID BADGES	30.93	
3005-208679	08/26/2021	American Eagle Enterprises	01-4300	VARIOUS DO SUPPLIES	128.46	159.39
3005-208680	08/26/2021	ANIXTER INC	01-4300	BLEACHER SEAT MODULE INTERMEDIATE BLANKS KEYS	154.79	1,515.80
3005-208681	08/26/2021	BUTTE COUNTY SHERIFF	01-5804	RHODES LVR/STD EMBROSS	1,077.10	1,231.89
3005-208682	08/26/2021	COMERS PRINT SHOP	01-4300	JULY2021 FINGER PRINTING FOR PRE EMPLOYMENT HALL PASS	222.09	152.00
3005-208683	08/26/2021	DANIELSEN CO	13-4300	MISSION/VISION/BEHAVIOR POSTERS VARIOUS FORMS	220.61	644.72
					202.02	
					158.88	
					52.36	
					443.78	
					2,822.11	
				Unpaid Sales Tax	14.28-	3,462.85
3005-208684	08/26/2021	Geary Pacific Supply	01-5640	GAS/ELECTRICT UNIT		8,303.21
3005-208685	08/26/2021	GOLD STAR FOODS	13-4700	FOOD SUPPLIES		1,750.62
3005-208686	08/26/2021	HOBBS PEST SOLUTIONS INC	01-5502	MONTHLY SERVICE- DO	53.00	
				MONTHLY SERVICE- OHS	135.00	
				MONTHLY SERVICE- PHS	80.00	
				MONTHLY SERVICE- TRANS	75.00	
				MONTHLY SERVICE- OAE	55.00	398.00
3005-208687	08/26/2021	HOUGHTON MIFFLIN CO	01-4100	LIVING EARTH/CHEMISTRY/PHYSICS EDITION		7,168.05
3005-208688	08/26/2021	JOSTENS	01-9500	CAP AND GOWN/TASSELS		710.56
3005-208689	08/26/2021	NorCal Kenworth	01-4363	CLEAN BLUE DEF FILTER-OIL	118.60 141.01	259.61
3005-208690	08/26/2021	NORTHAM DISTRIBUTORS INC	13-4700	FOOD SUPPLIES		739.78
3005-208691	08/26/2021	OROVILLE POWER EQUIPMENT	01-4300	MCLANE EDGER ENGINE		499.02
3005-208692	08/26/2021	PG&E	01-5501	#0290829210-01 06/23/21-07/22/21		372.46
3005-208693	08/26/2021	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5602	CONTRACT LEASE LP		414.31
3005-208694	08/26/2021	PROPACIFIC FRESH	13-4700	CATERING 1ST DAY OF SCHOOL	400.90	
				CREDIT FOR INV6880199	44.29-	
				FOOD SERVICE	273.55	
				SUPPER	108.61	738.77
3005-208695	08/26/2021	QUEST MEDIA	01-5800	SERVICE DONE IN OUHS		2,316.50
3005-208696	08/26/2021	RAY MORGAN COMPANY	01-5602	08/17/21-11/16/21 BASE RATE	7,435.82	
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 08/26/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-208696	08/26/2021	RAY MORGAN COMPANY	11-5602	08/17/21-11/16/21 BASE RATE	708.28	
3005-208697	08/26/2021	SCREENCASTIFY, LLC	11-5603	08/17/21-11/16/21 BASE RATE	136.21	8,280.31
3005-208698	08/26/2021	SEVEN UP BOTTLING COMPANY OF CHICO INC	01-5850	RECORD/ DISTRICT LICENSE		4,313.00
3005-208699	08/26/2021	SFWP - ACCTS RECEIVABLE	11-5601	SEPT2021 LEASING B&C		3,500.00
			01-5505	AUG2021 BILLING LP #007847-000	320.35	
3005-208700	08/26/2021	SHARP LOCKSMITHING GARAGE DOOR	01-4300	AUG2021 BILLING LP AG #007833-000	128.45	448.80
3005-208701	08/26/2021	STATE OF CALIF DEPT OF JUSTICE	01-5804	20 KEY BLANKS		27.06
				JULY2021 PRE EMPLOYMENT FINGERPRINT		128.00
3005-208702	08/26/2021	XENITH, LLC	01-4300	HELMETS WITH FACEGEAR		1,974.50
Total Number of Checks					25	49,509.21

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	20	38,417.70
11	AdultEducationFund	3	4,399.49
13	CafeteriaSpecialRevenueFund	4	6,706.30
Total Number of Checks		25	49,523.49
Less Unpaid Sales Tax Liability			14.28
Net (Check Amount)			49,509.21

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 08/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-209061	08/31/2021	Drysdale, Zachary N	01-4300	VARIOUS CLASSRM SUPPLIES		23.88
3005-209062	08/31/2021	Lee, Wong	01-4300	BELL SCHEDULE POSTER/ COPIER		48.03
3005-209063	08/31/2021	Jenkins, Leighton R	01-5200	MEAL REIMB. LP VOLLEYBALL		22.00
3005-209064	08/31/2021	Nichols, Shawn I	13-4700	SUPPLIES FOR CATERING		15.11
3005-209065	08/31/2021	Reid, Jeff M	01-4300	SUPPLIES FOR ANATOMICAL DOLL LAB		45.89
3005-209066	08/31/2021	Wallace, Nerissa L	01-4300	VARIOUS CALLROOM SUPPLIES		109.02
3005-209067	08/31/2021	Deadmore, Jacqueline	13-4300	FOOD SERVICE	31.10	
			13-4700	FOOD SERVICE	37.75	
				FOOD SERVICE SUPPER	16.02	
3005-209068	08/31/2021	Drury, Timothy	01-4300	HDMI CORD RM402		84.87
3005-209069	08/31/2021	McCauley, Chandler	01-5800	DMV CLASS		37.80
3005-209070	08/31/2021	ALESSANDRO ELECTRIC INC	01-6200	HS WIRELESS ACCESS INSTALL		84.91
3005-209071	08/31/2021	AT&T	01-5900	07/24/21-08/23/21 - #9391008278	23.51	3,900.00
				07/24/21-08/23/21 - #9391008279	23.30	
				07/24/21-08/23/21 - #9391008280	23.30	
				07/24/21-08/23/21 - #9391008281	23.31	
				07/24/21-08/23/21 - #9391008282	1,186.64	
				07/24/21-08/23/21 - #9391008282	32.96	
				07/24/21-08/23/21 - #9391047160	108.92	
				07/24/21-08/23/21 - #9391008282	16.85	1,438.79
3005-209072	08/31/2021	BETTER DEAL EXCHANGE	13-5900	AAA BATTERIES	14.06	
			01-4300	SAW AND BLADE	38.95	
				TRASH CANS	23.80	
				VARIOUS MT SUPPLIES	381.90	458.71
3005-209073	08/31/2021	BSN SPORTS	01-4300	VOLLEYBALL ANTENNA		58.61
3005-209074	08/31/2021	CARNEGIE LEARNING INC	11-5850	READ/FAST FORWARD SUBSCRIPTION		1,600.00
3005-209075	08/31/2021	DAY WIRELESS SYSTEMS	01-5900	AUG2021 BILLING		762.00
3005-209076	08/31/2021	EDUCATIONAL TESTING SERVICE	11-5800	OAE TESTING/TEST FEE		190.00
3005-209077	08/31/2021	MESA ENERGY SYSTEM INC.	01-5640	SERVICE CALL FOR CONDENSATE PUMP		1,862.24
3005-209078	08/31/2021	GRAINGER INC	01-4300	STI SLIP TAPE	17.80	
			01-4363	LOCK BOX SURFACE MOUNT	247.97	265.77
3005-209079	08/31/2021	HILLYARD INC.	01-4300	TRIDENT EXTRACTOR	4,147.98	
				VARIOUS SUPPLIES	1,109.32	5,257.30
3005-209080	08/31/2021	OFFICE DEPOT	01-4300	BINDERS/DIVIDERS/THERMAL/PENS	222.81	
				CHAIR MATS	663.14	
				DESK AND FILE CABINET	353.91	
				RETURNED ITEMS REF# VR22-00174	55.91-	

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

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Page 1 of 3

Checks Dated 08/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-209080	08/31/2021	OFFICE DEPOT	01-4300	VARIOUS CLASSRM SUPPLIES AG	648.09	
			01-4400	VARIOUS CLASSRM SUPPLIES OAE	77.76	
			11-4300	DESK AND FILE CABINET	686.39	
				BINDERS/DIVIDERS/THERMAL/PENS	63.11	
3005-209081	08/31/2021	OREILLY AUTOMOTIVE INC	01-4363	VARIOUS CLASSRM SUPPLIES OAE	106.42	2,765.72
				ANTENNA	18.39	
				BLOWER MOTOR	56.85	
				BLOWER RESTR	66.22	
				CLEANER WAX	129.84	
				DUST CAP	12.54	
				WHEEL SET/BEARING/SEAL	129.73	413.57
3005-209082	08/31/2021	OUHSD SCHOLARSHIP FUND	73-5800	REIMB. CK# 1644-1652		5,900.00
3005-209083	08/31/2021	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5602	CONTRACT LEASE OUHS		148.23
3005-209084	08/31/2021	SUNWORKS INC	01-9500	ANNUAL SUBS SERVICE-		31,375.76
				03/01/2021-02/28/22		
3005-209085	08/31/2021	TEHAMA TIRE SERVICE	01-4364	TRK M18-1 VALVE STEMS		32.80
3005-209086	08/31/2021	TRANE US INC	01-4300	HVAC BLOWER MOTORS		2,224.88
3005-209087	08/31/2021	Tree Of Life Tree Service	01-5800	REMOVAL OF SPLIT ASH TREE STUMP		2,500.00
3005-209088	08/31/2021	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0966- COOKING SUPPLIES	127.02	
				2510- FACE MASK	822.70	
				2813- BACK TO SCHOOL BREAKFAST	84.86	
				2813- BACK TO SCHOOL LUNCH	177.44	
				2813- KEYBOARDS/MOUSE PADS	207.98	
				2813- POSTERS	310.24	
				2945- WET COB	59.97	
				5510- CLASSRM SUPPLIES	101.28	
				7952- CLASSRM SUPPLIES	44.32	
				8163- 1ST FOOD LAB CULINARY	10.95	
				8163- LAB CULINARY	105.99	
				8163- PASTA LAB CULINARY	78.18	
				8808- KEYBOARD TRAY WITH MOUSE	297.69	
				9378- HAND HELP SPRAYER	15.09	
				9378- SAFETY GLASSES	54.32	
			01-5200	2813- PBIS CONFERENCE	1,050.00	
				6975- STRS/PERS CONCEPT	215.00	
			01-5850	0966- BASIC FOOD HANDLER COURSE	200.00	
			11-5850	8808- DOMAIN RENEWAL	39.99	
				8808- VARIOUS SUPPLIES	107.86	

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

Page 2 of 3

Checks Dated 08/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-209088	08/31/2021	US BANK CORPORATE PAYMENT SYSTEM	13-4300	7723- FOOD CATERING	305.55	
				7723- STAFF UNIFORM	273.88	
				7723- TOWELS	41.53	
			13-4700	7723- FOOD CATERING	629.68	
				7723- FOOD SUPPLIES	9.58	5,371.10
3005-209089	08/31/2021	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5800	ANNUAL MONITORING SITE CDS	350.00	
				ANNUAL MONITORING SITE OAE	350.00	
				ANNUAL MONITORING SITE OHS	574.00	
			01-9500	ANNUAL MONITORING SITE CDS	328.00	
				ANNUAL MONITORING SITE LPHS	87.00	1,689.00
3813-209060	08/31/2021	Avalos, Carol	76-9544	OVERPAYMENT OF RETIREE DENTAL		38.94
				Total Number of Checks	30	68,724.93

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	24	59,159.68
11	AdultEducationFund	5	2,249.26
13	CafeteriaSpecialRevenueFund	4	1,377.05
73	FoundationPrivPurposeTrustFu	1	5,900.00
76	Warrant/Pass-ThroughFund	1	38.94
	Total Number of Checks	30	68,724.93
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		68,724.93

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 09/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-209306	09/02/2021	Davis, Michael J	01-5200	MEAL REIMB/ LP FOOTBALL		22.00
3005-209307	09/02/2021	Lund, Brad G	01-4300	INCENTIVES PBIS SUPPLIES		109.06
3005-209308	09/02/2021	Aichele, Sarah L	01-5200	MEAL REIMB/ TRAVEL TO SAC FOR PARTS		14.00
3005-209309	09/02/2021	Shipp, Kendra L	13-4700	FOOD SERVICE		25.20
3005-209310	09/02/2021	McCauley, Chandler	01-5200	MEAL REIMB/ TRAVEL TO SAC FOR PARTS		14.00
3005-209311	09/02/2021	LAZEL, INC LEARNING A-Z, LLC	01-5850	21/22 SUBSCRIPTION		1,720.00
3005-209312	09/02/2021	ABILITYUSA, INC	01-5804	08/01/21-08/31/21 PRESCREENING	1,104.00	
			13-5804	08/01/21-08/31/21 PRESCREENING	276.00	1,380.00
3005-209313	09/02/2021	Amazon.com Llc	01-4300	FOLDERS WITH POCKETS MULTI COLORS	43.28	
				MED KIT AND HIKING KIT	100.12	
				NOTEBOOK FOR MR COLLINS	43.28	
			11-4300	USB DISK	77.82	264.50
3005-209314	09/02/2021	AZ BUS SALES INC	01-4363	RETRACTABLE CUP HOLDER		31.21
3005-209316	09/02/2021	COMERS PRINT SHOP	01-4300	ENVELOPES		702.54
3005-209317	09/02/2021	JACE CROSSWELL CROSSWELL TRUCKING	01-4300	18 YARDS SANDY LOAM		460.60
3005-209318	09/02/2021	DANIELSEN CO	13-4700	FOOD SERVICE	3,970.36	
				SUPPERS	690.51	4,660.87
				VARIOUS PLANTS		388.01
3005-209319	09/02/2021	FLORASOURCE LTD	01-4300	ATC- TRD-4243		40.76
3005-209320	09/02/2021	FOOD MAXX SAVE MART SUPERMARKETS	01-4300	CAPITATOR MOTOR		232.84
3005-209321	09/02/2021	Geary Pacific Supply	01-4300	CREDIT FROM INV#3937953	2.25-	
3005-209322	09/02/2021	GOLD STAR FOODS	13-4700	FOOD SUPPLIES	3,475.49	3,473.24
3005-209323	09/02/2021	JW WOOD COMPANY INC	01-4300	BACK SPLASH/SPOUT	273.50	
				BRONZE CIRC	818.77	1,092.27
3005-209324	09/02/2021	LG ENVIRONMENTAL	01-5800	AUG2021- MONTHLY INSPECTION		150.00
3005-209325	09/02/2021	NORTHAM DISTRIBUTORS INC	13-4700	FOOD SUPPLIES	814.10	
				SUPPER	53.88	
				SUPPERS	53.88	921.86
3005-209326	09/02/2021	OROVILLE FLOWER SHOP	01-9500	BOUTONNIERE		45.30
3005-209327	09/02/2021	PROPACIFIC FRESH	13-4700	SUPPERS		344.49
3005-209328	09/02/2021	REINA ROMERO	01-5200	AUG2021 MLG REIMB/ DIANA BOSTIAN		443.00
3005-209329	09/02/2021	RIEBES AUTO PARTS LLC	01-4363	PARTS SUPPLIES		313.37
3005-209330	09/02/2021	THERAPY TRAVELERS, LLC	01-5800	8/09/21-8/15/21 SERVICE	3,637.50	
				8/16/21-8/22/21 SERVICE	3,637.50	7,275.00
3005-209331	09/02/2021	TRANE US INC	01-4300	HVAC BLOWER MOTORS		190.97
3813-209315	09/02/2021	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	SEPT2021 RETIRE BILLING	56,055.75	
			76-9560	SEPT2021 ACTIVE BILLING	371,893.10	427,948.85

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

ESCAPE

ONLINE

Checks Dated 09/02/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					26	452,263.94

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	20	14,535.61
11	AdultEducationFund	1	77.82
13	CafeteriaSpecialRevenueFund	6	9,701.66
76	Warrant/Pass-ThroughFund	1	427,948.85
Total Number of Checks		26	452,263.94
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			452,263.94

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 2 2021

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Fund 01 - General Fund

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFFStateAid-CurrentYear	15,288,459.00	15,288,459.00	4,466,730.00	10,821,729.00	29.22
8012	EduProtectionAccountStAidCurYr	5,099,568.00	5,099,568.00		5,099,568.00	
8019	LCFFRevenueLimitStateAidPriYrs			26,596.00	26,596.00-	NO BDGT
8021	HomeownersExemptions	112,452.00	112,452.00		112,452.00	
8022	TimberYieldTax	26,762.00	26,762.00		26,762.00	
8029	OthrSubventionsIn-LieuTaxes	2,928.00	2,928.00		2,928.00	
8041	SecuredRollTaxes	8,013,997.00	8,013,997.00		8,013,997.00	
8042	UnsecuredRollTaxes	457,724.00	457,724.00		457,724.00	
8043	PriorYearsTaxes	13,100.00	13,100.00		13,100.00	
8044	SupplementalTaxes	105,650.00	105,650.00		105,650.00	
8045	EducatrRevenueAugmentationFund	2,106,775.00-	2,106,775.00-		2,106,775.00-	
8047	CommunityRedevelopmentFunds	1,222,173.00	1,222,173.00		1,222,173.00	
8096	Trns2ChrtSchllnLieuOfPropTaxes	248,090.00-	248,090.00-		248,090.00-	
Total LCFF Revenue Sources		27,987,948.00	27,987,948.00	4,493,326.00	23,494,622.00	16.05
Federal Revenue						
8181	SpecialEducation-Entitlement	485,088.00	485,088.00		485,088.00	
8290	AllOtherFederalRevenue	6,582,848.00	6,582,848.00	407,375.00	6,175,473.00	6.19
Total Federal Revenue		7,067,936.00	7,067,936.00	407,375.00	6,660,561.00	5.76
Other State Revenues						
8550	MandatedCostReimbursements	129,309.00	129,309.00		129,309.00	
8560	StateLotteryRevenue	426,000.00	426,000.00		426,000.00	
8590	AllOtherStateRevenue	3,427,909.00	3,427,909.00		3,427,909.00	
Total Other State Revenues		3,983,218.00	3,983,218.00	.00	3,983,218.00	
Other Local Revenue						
8650	LeasesandRentals	8,000.00	8,000.00	2,443.34	5,556.66	30.54
8660	Interest	127,000.00	127,000.00		127,000.00	
8677	InteragencySrvcBetweenLEAs	592,334.00	592,334.00	4,275.72	588,058.28	0.72
8699	AllOtherLocalRevenue	116,250.00	116,250.00	39,172.66	77,077.34	33.70
8792	TrnsfrAporionmentFrmCntyOffcs	1,336,700.00	1,336,700.00	80,138.00	1,256,562.00	6.00
Total Other Local Revenue		2,180,284.00	2,180,284.00	126,029.72	2,054,254.28	5.78
Total Year To Date Revenues		41,219,386.00	41,219,386.00	5,026,730.72	36,192,655.28	12.20
Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used

Fund 01 - General Fund

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	8,615,667.00	8,615,667.00	7,667,046.06	764,811.48	183,809.46	8.88
1101	Teacher Sub Pay	242,068.00	242,068.00			242,068.00	
1102	Teacher Extra Pay	131,379.00	131,379.00		2,291.88	129,087.12	1.74
1200	Certificated Pupil Support Salaries	1,264,582.00	1,264,582.00	936,378.40	109,209.92	218,993.68	8.64
1202	Pupil Support Extra Pay	18,500.00	18,500.00			18,500.00	
1300	Certificated Supervisor Administrative Salary	1,345,440.00	1,345,440.00	1,148,279.65	201,062.73	3,902.38	14.94
1302	Certificated Admin Extra Pay	51,455.00	51,455.00			51,455.00	
1900	Other Certificated Salaries	60,862.00	60,862.00	65,758.60	6,575.86	11,472.46	10.80
1902	Other Certificated Extra Pay	272,290.00	272,290.00			272,290.00	
	Total Certificated Salaries	12,002,243.00	12,002,243.00	9,817,462.71	1,083,951.87	1,100,828.42	9.03
Classified Salaries							
2100	Classified Instructional Salary	1,224,634.00	1,224,634.00	813,923.40	85,840.12	324,870.48	7.01
2101	Paraprofessional Sub Pay	37,154.00	37,154.00			37,154.00	
2102	Paraprofessional Extra Pay	7,000.00	7,000.00			7,000.00	
2200	Classified Support Salaries	1,828,262.00	1,828,262.00	1,442,590.66	224,759.93	160,911.41	12.29
2201	Class Support Sub Pay	105,000.00	105,000.00		3,626.30	101,373.70	3.45
2202	Class Support Extra Pay	123,877.00	123,877.00		996.90	122,880.10	0.80
2300	Class Support Supervisor Administrative Salary	259,333.00	259,333.00	216,094.48	43,238.84	.32	16.67
2400	Clerical Technical Office Staff Salary	1,290,934.00	1,290,934.00	1,030,647.91	178,417.70	81,868.39	13.82
2401	Clerical Sub Pay	9,500.00	9,500.00			9,500.00	
2402	Clerical Extra Pay	23,000.00	23,000.00		960.67	22,039.33	4.18
2900	Other Classified Salaries	43,069.00	43,069.00	161,391.93	4,088.75	122,411.68	9.49
	Total Classified Salaries	4,951,763.00	4,951,763.00	3,664,648.38	541,929.21	745,185.41	10.94
Employee Benefits							
3101	STRS Certificated Positions	3,092,227.00	3,092,227.00	1,617,768.91	178,809.88	1,295,648.21	5.78
3102	STRS Classified Positions	6,517.00	6,517.00	6,296.50	629.65	409.15	9.66
3201	PERS Certificated Positions	43,516.00	43,516.00	51,893.40	5,189.34	13,566.74	11.93
3202	PERS Classified Positions	1,027,228.00	1,027,228.00	780,092.52	117,163.48	129,972.00	11.41
3301	OASDI Medicare Alternative Certificated Positions	11,642.00	11,642.00	14,137.50	1,417.48	3,912.98	12.18
3302	OASDI Medicare Alternative Classified Positions	293,690.00	293,690.00	212,595.38	32,321.25	48,773.37	11.01
3311	Medicare Certificated	171,677.00	171,677.00	140,171.26	15,476.75	16,028.99	9.02
3312	Medicare Classified	69,472.00	69,472.00	50,988.58	7,611.99	10,871.43	10.96
3401	Health Welfare Benefits Certificated Positions	3,293,593.00	3,293,593.00	2,829,343.58	264,942.57	199,306.85	8.04
3402	Health Welfare Benefits Classified Positions	1,526,901.00	1,526,901.00	1,098,713.00	148,693.47	279,494.53	9.74
3501	Student Unemployment Insurance Certificated Positions	154,311.00	154,311.00	48,503.07	5,354.58	100,453.35	3.47

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

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

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Page 2 of 27

Fund 01 - General Fund		Fiscal Year 2021/22 Through September 2021					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3502	StUnemplmntInsrncCllssifdPos	58,997.00	58,997.00	17,603.56	2,629.09	38,764.35	4.46
3601	WCInsuranceCertificatdPositns	326,407.00	326,407.00	266,956.98	29,474.89	29,975.13	9.03
3602	WCCompensnInsrncClassPositn	134,649.00	134,649.00	99,648.88	14,706.96	20,293.16	10.92
3701	OPEBAllocatedCertificatdPositn	525,033.00	525,033.00	439,822.08	48,561.01	36,649.91	9.25
3702	OPEBAllocatedClassifiedPositin	187,638.00	187,638.00	160,150.16	24,295.71	3,192.13	12.95
	Total Employee Benefits	10,923,498.00	10,923,498.00	7,834,685.36	897,278.10	2,191,534.54	8.21
Books and Supplies							
4100	ApprvdTxbkCorCurriculaMterl	111,000.00	111,000.00	12,387.16	29,583.36	69,029.48	26.65
4200	BooksandOtherReferenceMaterial	11,700.00	11,700.00	1,515.28	2,744.45	7,440.27	23.46
4300	MaterialsandSupplies	1,800,432.00	1,800,432.00	434,374.41	209,781.33	1,156,276.26	11.65
4360	TransportationGenSupplies	20,000.00	20,000.00	17,986.77	357.99	1,655.24	1.79
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	55,975.96	3,220.44	5,196.40-	5.96
4364	TransportationTires	15,000.00	15,000.00	16,019.06	251.24	1,270.30-	1.67
4400	NoncapitalizedEquipment	31,590.00	31,590.00	238,812.59	46,781.82	254,004.41-	148.09
	Total Books and Supplies	2,159,722.00	2,159,722.00	777,071.23	292,720.63	1,089,930.14	13.55
Services and Other Operating Expenditures							
5200	TravelandConferences	212,654.00	212,654.00	43,440.00	5,784.12	163,429.88	2.72
5300	DuesandMemberships	27,500.00	27,500.00	10,461.57	16,788.00	250.43	61.05
5450	OtherInsurance	552,000.00	552,000.00		551,766.00	234.00	99.96
5501	GasElectricity	437,000.00	437,000.00		15,950.30	421,049.70	3.65
5502	PestControl	5,800.00	5,800.00	5,457.75	818.00	475.75-	14.10
5503	SewerFees	69,000.00	69,000.00	30,200.00		38,800.00	
5505	Water	67,000.00	67,000.00	61,273.27	9,026.73	3,300.00-	13.47
5506	WasteDisposal	58,200.00	58,200.00	50,011.57	4,908.52	3,279.91	8.43
5601	FacilitiesRent	6,000.00	6,000.00			6,000.00	
5602	CopierPostageMeterRents	63,100.00	63,100.00	45,232.61	14,110.95	3,756.44	22.36
5603	CopierMaintenance	28,500.00	28,500.00	9,953.28	2,747.72	15,799.00	9.64
5620	EquipmentRentalsAndRepairs	132,500.00	132,500.00	12,526.39	7,564.36	112,409.25	5.71
5630	ComputerMaintenanceRepairs	19,000.00	19,000.00			19,000.00	
5640	BuildingAndSiteRepairs	250,000.00	250,000.00	23,872.75	139,642.10	86,485.15	55.86
5750	TransfersDirectCostsInterfund	38,000.00-	38,000.00-		479.50-	37,520.50-	1.26
5800	ProfConsultingSrvcsandOperExpend	1,467,463.00	1,467,463.00	491,306.33	89,981.32	886,175.35	6.13
5801	LegalFees	100,000.00	100,000.00		17,200.50	82,799.50	17.20
Selection	Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)					ESCAPE	ONLINE
							Page 3 of 27

Fund 01 - General Fund

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5804	PreEmploymentTesting	13,000.00	13,000.00		2,101.00	10,899.00	16.16
5806	Advertising	3,000.00	3,000.00		246.51	2,753.49	8.22
5850	SoftwareMaintenanceAndLicences	489,026.00	489,026.00	64,637.41	621,989.47	197,600.88-	127.19
5900	Communications	33,950.00	33,950.00	89,638.75	20,952.06	76,640.81-	61.71
	Total Services and Other Operating Expenditures	3,996,693.00	3,996,693.00	938,011.68	1,521,098.16	1,537,583.16	38.06
Capital Outlay							
6200	BuildingImprovementOfBuildings				3,900.00	3,900.00-	NO BDGT
6400	Equipment	45,945.00	45,945.00	240,998.39	9,062.63	204,116.02-	19.72
	Total Capital Outlay	45,945.00	45,945.00	240,998.39	12,962.63	208,016.02-	28.21
Tuition							
7141	OfTutExsCstDfctPmt2DisChrrSch	21,000.00	21,000.00			21,000.00	
7142	OthuiutnExcsCstsDfctPy2CntyOff	948,000.00	948,000.00		43,160.00	904,840.00	4.55
	Total Tuition	969,000.00	969,000.00	.00	43,160.00	925,840.00	4.45
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	103,652.00-	103,652.00-			103,652.00-	
	Total Transfers of Indirect/direct support costs	103,652.00-	103,652.00-	.00	.00	103,652.00-	
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	35,239,949.00	35,239,949.00	23,272,877.75	4,393,100.60	7,573,970.65	12.47

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Other Financing Uses							
Interfund Transfers Out							
7616	FromGenFundToCafeFund	225,391.00	225,391.00			225,391.00	
	Total Interfund Transfers Out	225,391.00	225,391.00	.00	.00	225,391.00	
	Total Year To Date Other Financing Uses	225,391.00	225,391.00	.00	.00	225,391.00	

Fund 01 - General Fund Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	41,219,386.00	41,219,386.00		5,026,730.72	36,192,655.28	12.20
B. Expenditures	35,239,949.00	35,239,949.00	23,272,877.75	4,393,100.60	7,573,970.65	12.47
C. Subtotal (Revenue LESS Expense)	5,979,437.00	5,979,437.00		633,630.12	28,618,684.63	
D. Other Financing Sources and Uses						
Sources						
LESS Uses	225,391.00	225,391.00			225,391.00	
E. Net Change in Fund Balance	5,754,046.00	5,754,046.00		633,630.12	28,393,293.63	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	9,769,351.00	9,769,351.00				
Other Restatements (9795)						
Adjusted Beginning Balance	9,769,351.00	9,769,351.00		.00		
G. Calculated Ending Balance	15,523,397.00	15,523,397.00		633,630.12		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unappropri (9790)	15,523,397.00	15,523,397.00				
Other				23,272,877.75		

Fund 08 - Student Activity Fund

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8699	All Other Local Revenue	664,000.00	664,000.00		664,000.00	
	Total Other Local Revenue	664,000.00	664,000.00	.00	664,000.00	
	Total Year To Date Revenues	664,000.00	664,000.00	.00	664,000.00	
Expenditure Detail						
Books and Supplies						
4300	Materials and Supplies	664,000.00	664,000.00		664,000.00	
	Total Books and Supplies	664,000.00	664,000.00	.00	664,000.00	
	Total Year To Date Expenditures	664,000.00	664,000.00	.00	664,000.00	

Selection

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

ESCAPE

ONLINE

Page 6 of 27

Fund 08 - StudentActivityFund		Fiscal Year 2021/22 Through September 2021				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	664,000.00	664,000.00			664,000.00	
B. Expenditures	664,000.00	664,000.00			664,000.00	
C. Subtotal (Revenue LESS Expense)	.00	.00		.00	.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		.00	.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	261,897.00	261,897.00				
Other Restatements (9795)						
Adjusted Beginning Balance	261,897.00	261,897.00		.00		
G. Calculated Ending Balance	261,897.00	261,897.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	261,897.00	261,897.00				
Other						

Fund 11 - Adult Education Fund Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8290	All Other Federal Revenue	168,884.00	168,884.00		168,884.00	
	Total Federal Revenue	168,884.00	168,884.00	.00	168,884.00	
Other State Revenues						
8590	All Other State Revenue	.00	.00			
	Total Other State Revenues	.00	.00			
Other Local Revenue						
8660	Interest	13,073.00	13,073.00		13,073.00	
8671	Adult Education Fees	100,000.00	100,000.00	17,108.69	82,891.31	17.11
8677	Interagency Svcs Between LEAs	1,179,022.00	1,179,022.00		1,179,022.00	
8699	All Other Local Revenue	43,303.00	43,303.00	3,661.62	39,641.38	8.46
	Total Other Local Revenue	1,335,398.00	1,335,398.00	20,770.31	1,314,627.69	1.56
	Total Year To Date Revenues	1,504,282.00	1,504,282.00	59,515.31	1,444,766.69	3.96

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	353,707.00	353,707.00	3,000.00		350,707.00	
1101	Teacher Sub Pay	2,000.00	2,000.00			2,000.00	
1300	Critifcd Suprvsr Admnstr Stry	37,924.00	37,924.00	31,586.95	6,336.74	.31	16.71
	Total Certificated Salaries	393,631.00	393,631.00	34,586.95	6,336.74	352,707.31	1.61
Classified Salaries							
2100	Classified Instructional Salary	48,044.00	48,044.00	43,616.16	4,428.09	.25	9.22
2102	Para Ed Extra Pay	150.00	150.00			150.00	
2200	Classified Support Salaries	31,547.00	31,547.00	25,532.00	4,546.19	1,468.81	14.41
2201	Class Support Sub Pay	3,100.00	3,100.00			3,100.00	
2400	Cleric Technicl Ofc Staff Stry	180,115.00	180,115.00	153,489.48	26,625.71	.19	14.78
2900	Other Classified Salaries	9,856.00	9,856.00			9,856.00	
	Total Classified Salaries	272,812.00	272,812.00	222,637.64	35,599.99	14,574.37	13.05
Employee Benefits							
3101	STRS Certificated Positions	62,297.00	62,297.00	5,810.90	1,060.66	55,425.44	1.70
3202	PERS Classified Positions	59,803.00	59,803.00	50,632.30	8,089.41	1,081.29	13.53
3302	OASDI Medicare Altmtv Clas Position	15,694.00	15,694.00	13,257.94	2,150.16	285.90	13.70
3311	Medicare Certificated	5,707.00	5,707.00	599.04	91.88	5,016.08	1.61

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

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

ESCAPE

ONLINE

Page 8 of 27

Fund 11 - Adult Education Fund

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3312	Medicare Classified	3,813.00	3,813.00	3,100.60	502.84	209.56	13.19
3401	Hlth Wlfr Benefits Certific Positn	139,502.00	139,502.00	144,346.06	485.50	5,329.56-	0.35
3402	Hlth Wlfr Benefit Clasifid Positn	86,836.00	86,836.00	75,025.86	11,367.86	442.28	13.09
3501	StUnemplymntInsurmcCertPositns	4,842.00	4,842.00	172.71	31.68	4,637.61	0.65
3502	StUnemplymntInsurmcClassifidPos	3,235.00	3,235.00	1,069.16	173.40	1,992.44	5.36
3601	WInsurance Certificatd Positns	10,704.00	10,704.00	940.29	172.30	9,591.41	1.61
3602	WCCompensnInsurmcClassPositn	7,419.00	7,419.00	6,053.97	968.03	397.00	13.05
3701	OPEBAllocated Certificatd Positn	17,635.00	17,635.00	1,549.28	283.88	15,801.84	1.61
3702	OPEBAllocated Classified Positn	12,222.00	12,222.00	9,974.05	1,594.87	653.08	13.05
Total Employee Benefits		429,709.00	429,709.00	312,532.16	26,972.47	90,204.37	6.28
Books and Supplies							
4200	Books and Other Reference Material				267.36	267.36-	NO BDGT
4300	Materials and Supplies	10,326.00	10,326.00	333.45	1,293.31	8,699.24	12.52
4400	Noncapitalized Equipment			2,207.21		2,207.21-	NO BDGT
Total Books and Supplies		10,326.00	10,326.00	2,540.66	1,560.67	6,224.67	15.11
Services and Other Operating Expenditures							
5200	Travel and Conferences	3,000.00	3,000.00			3,000.00	
5300	Dues and Memberships	2,260.00	2,260.00	328.69	1,100.00	831.31	48.67
5501	Gas Electricity	23,935.00	23,935.00		420.15	23,514.85	1.76
5502	Pest Control	700.00	700.00	514.25	110.00	75.75	15.71
5503	Sewer Fees	1,400.00	1,400.00			1,400.00	
5505	Water	6,000.00	6,000.00	3,402.42	297.58	2,300.00	4.96
5506	Waste Disposal	3,000.00	3,000.00	2,158.01	198.26	643.73	6.61
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	4,053.28	791.72	3,845.00-	79.17
5603	Copier Maintenance	9,500.00	9,500.00	3,302.55	1,732.45	4,465.00	18.24
5620	Equipment Rentals and Repairs	950.00	950.00			950.00	
5640	Building and Site Repairs	40,000.00	40,000.00			40,000.00	
5750	Transfers Direct Costs Interfund	18,000.00	18,000.00		210.00	17,790.00	1.17
5800	Prof Consulting Svcs and Oper Expnd	105,000.00	105,000.00	153,637.40	4,252.79	52,890.19-	4.05
5806	Advertising	32,000.00	32,000.00			32,000.00	
5850	Software Maintenance and Licences	21,473.00	21,473.00		13,012.81	8,460.19	60.60
5900	Communications	36,000.00	36,000.00	21,890.11	2,113.14	11,996.75	5.87
Total Services and Other Operating Expenditures		346,218.00	346,218.00	189,286.71	34,738.90	122,192.39	10.03
Capital Outlay							

Selection

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

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

ESCAPE

ONLINE

Page 9 of 27

Fund 11 - Adult Education Fund		Fiscal Year 2021/22 Through September 2021				
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance
Expenditure Detail (continued)						
Capital Outlay (continued)						
6400	Equipment	11,890.00	11,890.00			11,890.00
		11,890.00	11,890.00	.00	.00	11,890.00
Transfers of Indirect/direct support costs						
7350	Trans Indirect Costs Interfund	57,514.00	57,514.00			57,514.00
	Total Transfers of Indirect/direct support costs	57,514.00	57,514.00	.00	.00	57,514.00
	Total Year To Date Expenditures	1,522,100.00	1,522,100.00	761,584.12	105,208.77	655,307.11
						6.91

Fund 11 - Adult Education Fund

Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,504,282.00	1,504,282.00		59,515.31	1,444,766.69	3.96
B. Expenditures	1,522,100.00	1,522,100.00	761,584.12	105,208.77	655,307.11	6.91
C. Subtotal (Revenue LESS Expense)				45,693.46-	789,459.58	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	17,818.00-	17,818.00-		45,693.46-	789,459.58	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	676,210.00	676,210.00				
Other Restatements (9795)						
Adjusted Beginning Balance	676,210.00	676,210.00		.00		
G. Calculated Ending Balance	658,392.00	658,392.00		45,693.46-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	658,392.00	658,392.00				
Other				761,584.12		

Fund 13 - CafeteriaSpecialRevenueFund				Fiscal Year 2021/22 Through September 2021			
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	% Used	
Expenditure Detail							
Classified Salaries							
2200	ClassifiedSupportSalaries	274,759.00	274,759.00	229,552.58	22,989.01	8.37	
2201	ClassSupportSubPay	27,400.00	27,400.00		27,400.00		
2202	ClassSupportExtraPay	8,600.00	8,600.00		8,600.00		
2300	ClassSuprvrAdministratorsSlry	65,630.00	65,630.00	59,664.00	5,966.40	9.09	
	Total Classified Salaries	376,389.00	376,389.00	289,216.58	28,955.41	7.69	
Employee Benefits							
3202	PERSClassifiedPositions	69,536.00	69,536.00	60,990.75	5,812.81	8.36	
3302	OASDIMedicrAltrmtvClasPosition	22,620.00	22,620.00	17,319.40	1,753.07	7.75	
3312	MedicareClassified	5,290.00	5,290.00	4,050.64	409.99	7.75	
3402	HlthWfarBenefitClassifdPositn	102,618.00	102,618.00	82,770.80	8,165.47	7.96	
3502	StUnemplmntInsrncClassifdPos	4,488.00	4,488.00	1,396.78	141.37	3.15	
3602	WCCompenstnInsrnceClassPositn	10,208.00	10,208.00	7,864.31	787.35	7.71	
3702	OPEBAllocatedClassifiedPositin	16,862.00	16,862.00	12,957.00	1,297.21	7.69	
	Total Employee Benefits	231,622.00	231,622.00	187,349.68	18,367.27	7.93	
Books and Supplies							
4300	MaterialsandSupplies	50,000.00	50,000.00	19,520.89	5,574.14	11.15	
4700	Food	539,000.00	539,000.00	301,650.33	35,138.88	6.52	
	Total Books and Supplies	589,000.00	589,000.00	321,171.22	40,713.02	6.91	
Services and Other Operating Expenditures							
Selection: Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)							
				ESCAPE	ONLINE	Page 12 of 27	

Fund 13 - CafeteriaSpecialRevenueFund Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5200	TravelandConferences	500.00	500.00			500.00	
5300	DuesandMemberships	500.00	500.00		154.40	345.60	30.88
5750	TransfersDirectCostsInterfund	1,000.00	1,000.00		269.50	730.50	26.95
5800	ProfConsultingSrvcsandOperExpnd	3,000.00	3,000.00		2,649.00	351.00	88.30
5804	PreEmploymentTesting	1,700.00	1,700.00		552.00	1,148.00	32.47
5850	SoftwareMaintenanceAndLicences	5,900.00	5,900.00		2,685.50	3,214.50	45.52
5900	Communications	500.00	500.00		33.98	466.02	6.80
	Total Services and Other Operating Expenditures	13,100.00	13,100.00	.00	6,344.38	6,755.62	48.43
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	46,138.00	46,138.00			46,138.00	
	Total Transfers of Indirect/direct support costs	46,138.00	46,138.00	.00	.00	46,138.00	
	Total Year To Date Expenditures	1,256,249.00	1,256,249.00	797,737.48	94,380.08	364,131.44	7.51

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Other Financing Sources						
8916	ToCafeFundFromGenFund	225,391.00	225,391.00		225,391.00	
	Total Other Financing Sources	225,391.00	225,391.00	.00	225,391.00	
	Total Year To Date Other Financing Sources	225,391.00	225,391.00	.00	225,391.00	

Fund 13 - CafeteriaSpecialRevenueFund		Fiscal Year 2021/22 Through September 2021				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,065,000.00	1,065,000.00			1,065,000.00	
B. Expenditures	1,256,249.00	1,256,249.00	797,737.48	94,380.08	364,131.44	7.51
C. Subtotal (Revenue LESS Expense)	191,249.00-	191,249.00-		94,380.08-	700,868.56	
D. Other Financing Sources and Uses	225,391.00	225,391.00			225,391.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	34,142.00	34,142.00		94,380.08-	926,259.56	
F. Fund Balance:						
Beginning Balance (9791)	31,455.00	31,455.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	31,455.00	31,455.00		.00		
G. Calculated Ending Balance	65,597.00	65,597.00		94,380.08-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	65,597.00	65,597.00				
Other				797,737.48		

Fund 25 - Capital Facilities Fund		Fiscal Year 2021/22 Through September 2021				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8660	Interest	9,000.00	9,000.00		9,000.00	
8681	Mitigation/Developer Fees	320,000.00	320,000.00	28,550.92	291,449.08	8.92
	Total Other Local Revenue	329,000.00	329,000.00	28,550.92	300,449.08	8.68
	Total Year To Date Revenues	329,000.00	329,000.00	28,550.92	300,449.08	8.68
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	% Used
Expenditure Detail						
Services and Other Operating Expenditures						
5750	TransfersDirectCostsInterfund	19,000.00	19,000.00		19,000.00	
5800	ProfConsultingSrvcsandOperExpnd	5,000.00	5,000.00		5,000.00	
	Total Services and Other Operating Expenditures	24,000.00	24,000.00	.00	24,000.00	
Capital Outlay						
6200	BuildingImprovementOfBuildings			490,000.00	935.00	NO BDGT
	Total Capital Outlay	.00	.00	490,000.00	935.00	NO BDGT
	Total Year To Date Expenditures	24,000.00	24,000.00	490,000.00	935.00	3.90

Fund 25 - Capital Facilities Fund Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	329,000.00	329,000.00		28,550.92	300,449.08	8.68
B. Expenditures	24,000.00	24,000.00	490,000.00	935.00	466,935.00-	3.90
C. Subtotal (Revenue LESS Expense)	305,000.00	305,000.00		27,615.92	767,384.08	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	305,000.00	305,000.00		27,615.92	767,384.08	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	846,936.00	846,936.00				
Other Restatements (9795)						
Adjusted Beginning Balance	846,936.00	846,936.00		.00		
G. Calculated Ending Balance	1,151,936.00	1,151,936.00		27,615.92		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)	1,151,936.00	1,151,936.00				
Other				490,000.00		

Fund 26 - RDAFeesFund			Fiscal Year 2021/22 Through September 2021			
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRdvlpmntFndNotSubject2LCFFDd	151,000.00	151,000.00		151,000.00	
8660	Interest	8,000.00	8,000.00		8,000.00	
	Total Other Local Revenue	159,000.00	159,000.00	.00	159,000.00	
	Total Year To Date Revenues	159,000.00	159,000.00	.00	159,000.00	
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	% Used
Expenditure Detail						
Books and Supplies						
4300	MaterialsandSupplies			882.67		NO BDGT
4400	NoncapitalizedEquipment			3,890.05		NO BDGT
	Total Books and Supplies	.00	.00	4,772.72		NO BDGT
	Total Year To Date Expenditures	.00	.00	4,772.72		NO BDGT

Fund 26 - RDAFeesFund

Fiscal Year 2021/22 Through September 2021

Description

Encumbrance

Actual

Budget
Balance% of
Budget

Revenues, Expenditures, and Changes in Fund Balance

A. Revenues	159,000.00	159,000.00	4,772.72	159,000.00	NO BDGT
B. Expenditures				4,772.72-	
C. Subtotal (Revenue LESS Expense)	159,000.00	159,000.00	.00	163,772.72	
D. Other Financing Sources and Uses					
Sources					
LESS Uses					
E. Net Change in Fund Balance	159,000.00	159,000.00	.00	163,772.72	
F. Fund Balance:					
Beginning Balance (9791)	824,634.00	824,634.00			
Audit Adjustments (9793)					
Other Restatements (9795)					
Adjusted Beginning Balance	824,634.00	824,634.00	.00		
G. Calculated Ending Balance	983,634.00	983,634.00	.00		
*Components of Ending Fund Balance					
Legally Restricted (9740)					
Other Designations (9780)					
Undesig/Unapprop (9790)	983,634.00	983,634.00			
Other			4,772.72		

Fund 51 - BndIntRdmptFndA

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VoidIndbtdnesLeviHmownrExmptn	6,000.00	6,000.00		6,000.00	
8572	VtdIndbtdnsLevOtrSbvtnsInLuTx	2,000.00	2,000.00		2,000.00	
	Total Other State Revenues	8,000.00	8,000.00	.00	8,000.00	
Other Local Revenue						
8611	VotedIndebtdtnssLevieSecurdRol	449,000.00	449,000.00		449,000.00	
8612	VoidIndebtdnesLevieUnscurdRol	24,000.00	24,000.00		24,000.00	
8613	VoidIndebtdnesLeviePrYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VoidIndbtdhssLevieSuplmmntTaxe	7,000.00	7,000.00		7,000.00	
8660	Interest	8,000.00	8,000.00		8,000.00	
	Total Other Local Revenue	489,000.00	489,000.00	.00	489,000.00	
	Total Year To Date Revenues	497,000.00	497,000.00	.00	497,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	198,435.00	198,435.00		198,434.65	.35	100.00
7434	BondInterestOtherServiceCharge	316,565.00	316,565.00		316,565.35	.35-	100.00
	Total Debt Service	515,000.00	515,000.00	.00	515,000.00	.00	100.00
	Total Year To Date Expenditures	515,000.00	515,000.00	.00	515,000.00	.00	100.00

Selection

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

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

ESCAPE ONLINE

Page 19 of 27

Fund 51 - BndIntRdmpFndA

Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	497,000.00	497,000.00			497,000.00	
B. Expenditures	515,000.00	515,000.00		515,000.00		100.00
C. Subtotal (Revenue LESS Expense)	18,000.00-	18,000.00-		515,000.00-	497,000.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	18,000.00-	18,000.00-		515,000.00-	497,000.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	785,691.00	785,691.00				
Other Restatements (9795)						
Adjusted Beginning Balance	785,691.00	785,691.00		.00		
G. Calculated Ending Balance	767,691.00	767,691.00		515,000.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	767,691.00	767,691.00				
Other						

Fund 52 - BndIntRdmptFndB Fiscal Year 2021/22 Through September 2021

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	VotdIndbtdnesLevOtrSbvtntnsInLuTx	1,000.00	1,000.00		1,000.00	
	Total Other State Revenues	5,000.00	5,000.00	.00	5,000.00	
Other Local Revenue						
8611	VotedIndebtdnssLevieSecurdRol	328,000.00	328,000.00		328,000.00	
8612	VotdIndebtdnesLevieUnscurdRol	18,000.00	18,000.00		18,000.00	
8613	VotdIndebtdnesLeviePrtYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtdnssLevieSuplmtntTaxe	5,000.00	5,000.00		5,000.00	
8660	Interest	6,000.00	6,000.00		6,000.00	
	Total Other Local Revenue	358,000.00	358,000.00	.00	358,000.00	
	Total Year To Date Revenues	363,000.00	363,000.00	.00	363,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	241,429.00	241,429.00		138,570.80	102,858.20	57.40
7434	BondInterestOtherServiceCharge	138,571.00	138,571.00		241,429.20	102,858.20-	174.23
	Total Debt Service	380,000.00	380,000.00	.00	380,000.00	.00	100.00
	Total Year To Date Expenditures	380,000.00	380,000.00	.00	380,000.00	.00	100.00

Fiscal13a

Financial Statement

Fund 52 - BndIntRdmpFndB Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	363,000.00	363,000.00			363,000.00	
B. Expenditures	380,000.00	380,000.00		380,000.00		100.00
C. Subtotal (Revenue LESS Expense)	17,000.00-	17,000.00-		380,000.00-	363,000.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	17,000.00-	17,000.00-		380,000.00-	363,000.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	568,917.00	568,917.00				
Other Restatements (9795)						
Adjusted Beginning Balance	568,917.00	568,917.00		.00		
G. Calculated Ending Balance	551,917.00	551,917.00		380,000.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	551,917.00	551,917.00				
Other						

Selection

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

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ONLINE

Page 22 of 27

Fund 53 - BndIntRdmpItFndHarrison

Fiscal Year 2021/22 Through September 2021

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLeviHmownrExmptn	12,000.00	12,000.00		12,000.00	
8572	VotdIndbtdnsLevOtrSbvntnsInLuTx	3,000.00	3,000.00		3,000.00	
	Total Other State Revenues	15,000.00	15,000.00	.00	15,000.00	
Other Local Revenue						
8611	VotedIndebtdnssLevieSecurdRol	861,000.00	861,000.00		861,000.00	
8612	VotdIndebtdnesLevieUnscurdRol	52,000.00	52,000.00		52,000.00	
8613	VotdIndebtdnesLeviePriYrTaxes	2,000.00	2,000.00		2,000.00	
8614	VotdIndbtdnssLevieSuplmtlTaxe	15,000.00	15,000.00		15,000.00	
8660	Interest	13,000.00	13,000.00		13,000.00	
	Total Other Local Revenue	943,000.00	943,000.00	.00	943,000.00	
	Total Year To Date Revenues	958,000.00	958,000.00	.00	958,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	123,633.00	123,633.00		733,822.00	610,189.00-	593.55
7434	BondInterestOtherServiceCharge	733,822.00	733,822.00		65,760.55	668,061.45	8.96
	Total Debt Service	857,455.00	857,455.00	.00	799,582.55	57,872.45	93.25
	Total Year To Date Expenditures	857,455.00	857,455.00	.00	799,582.55	57,872.45	93.25

Fund 53 - BndIntRdmptFndHarrison

Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	958,000.00	958,000.00			958,000.00	
B. Expenditures	857,455.00	857,455.00		799,582.55	57,872.45	93.25
C. Subtotal (Revenue LESS Expense)	100,545.00	100,545.00		799,582.55-	900,127.55	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	100,545.00	100,545.00		799,582.55-	900,127.55	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	1,507,866.00	1,507,866.00				
Other Restatements (9795)						
Adjusted Beginning Balance	1,507,866.00	1,507,866.00		.00		
G. Calculated Ending Balance	1,608,411.00	1,608,411.00		799,582.55-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,608,411.00	1,608,411.00				
Other						

Fund 73 - FoundationPrivPurposeTrustFund			Fiscal Year 2021/22 Through September 2021			
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8699	AllOtherLocalRevenue			2,853.06	2,853.06-	NO BDGT
	Total Other Local Revenue	.00	.00	2,853.06	2,853.06-	NO BDGT
	Total Year To Date Revenues	.00	.00	2,853.06	2,853.06-	NO BDGT
Expenditure Detail						
Services and Other Operating Expenditures						
5800	ProfConsultngSrvcsandOperExpnd			14,815.00	14,815.00-	NO BDGT
	Total Services and Other Operating Expenditures	.00	.00	14,815.00	14,815.00-	NO BDGT
	Total Year To Date Expenditures	.00	.00	14,815.00	14,815.00-	NO BDGT

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2021/22 Through September 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues				2,853.06	2,853.06-	NO BDGT
B. Expenditures				14,815.00	14,815.00-	NO BDGT
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources	.00	.00		11,961.94-	11,961.94	
LESS Uses						
E. Net Change in Fund Balance	.00	.00		11,961.94-	11,961.94	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance						
G. Calculated Ending Balance	.00	.00		11,961.94-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)						
Other						

Fund 76 - Warrant/Pass-ThroughFund

Fiscal Year 2021/22 Through September 2021

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

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: September 7, 2021
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

Jim Fugate	\$100
Fugate Insurance Agency, Inc.	\$100
Oroville Safe Lock & Door	\$100
Tickets Purchased/Not Used	\$225

Scholarship Fund

Dave & Sue Frank	\$210
Glen Sparrow	\$300

FELLOWS CLUB

1-530-589-3614
mni-gilchrist
@sbcglobal.net

P.O.Box 508
Oroville, CA 95965

August 29, 2021

O.U.H.S. Board of Trustees
% Paula Blaney
O.U.H.S District Office
2211 Washington Avenue
Oroville, CA 95966
1-530-538-2300, ex 1107

Dear Ms Blaney,

This is a second amendment to our letter of August 6th. The Fellows Club of Oroville presents the District with an additional check, from Jim Moll, in the amount of \$100. As with the first and second donations it is in memory of our passed member, Jerry Smith.

Please combine this contribution with the first two checks for a total amount of \$2,300, when adding this item to the Board of Trustees agenda, for the acceptance and direction of our donations to be used by the Las Plumas Future Farmers of America.

Sincerely yours,



Michael Gilchrist
Fellows Club Treasurer



Board Memo

Oroville High School

1535 Bridge St.

Oroville, CA 95966

Phone: 530-538-2320

Fax: 530-534-6203

TIGER PRIDE RUNS DEEP

Oroville High School MEMORANDUM

Date: 08/25/21

A handwritten signature in black ink, appearing to be 'CJ'.

To: Corey Willenberg, Superintendent
Board Members

From: Oroville High School/ Cristi Tellechea, Principal
Re:

Oroville High School Art department is requesting permission to accept the donation of photography lighting equipment and accessories from Claudia Harcourt, retired graphic designer and product photographer from the area.

LIGHTS:

(2) Photoflex Starlite QL Tungsten Light w/Silver Dome Softbox Light 16x22 and 500W bulb = ~\$500

(1) Photoflex Starlite QL Tungsten Light Photoflex Large SilverDome nxt 34x45 w/ 1000W bulb = ~\$300

LIGHTSTANDS:

ManFrotto Boom Stand w/15 lb Saddle Sandbag and Casters = \$209

Photoflex LS-K0054 LiteStand - 11 FT black 4 Section Air Cushioned = \$80

Photoflex LS-2214 LiteStand w/casters - 8.2 FT = \$80

Photoflex LS-B2212 LiteStand - 8.2 FT = \$80

ACCESSORIES:

Sakar TR-2L Deluxe Tripod = \$35

AlumaLite Tripod = \$100

Photoflex Accessory Kit AC-SMKIT (never opened) fits 16x22 = \$90

Total= ~\$1450

OROVILLE UNION HIGH SCHOOL DISTRICT
Transportation Agreement
7/01/2021 – 06/30/2022

THIS AGREEMENT, made and entered into this 16th day of September, 2021 by and between the OROVILLE CITY ELEMENTARY SCHOOL DISTRICT of Butte County, hereinafter referred to as "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, 2021, ending June 30, 2022. 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 of 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 four (4) equal installments, one to be billed October 1, January 1, April 1 and June 1. Payment for other services shall be billed monthly. Transfer miles are those miles incurred to provide transportation from the school within the boundaries that a student resides to another school. 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/Replacement:** All school district vehicles under this agreement shall be approved school vehicles, as defined by applicable statutory, administrative codes or policy. When replacing a bus, the net cost, after applying any available grant proceeds, will be allocated to both the AGENCY and the DISTRICT based on percentages derived by using a three-year rolling average of bus miles traveled for each district.

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 the AGENCIES academic calendar 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 of the requested trip and based on driver time, meals and the cost of consumables. A \$25 booking fee will be imposed on all requests. A minimum fee of \$175 will be assessed 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 16th day of September, 2021.

Oroville Union High School District

BY: _____

Susan Watts

TITLE: Assistant Superintendent of Business

DATE: _____

Oroville City Elementary School District

BY: _____

Andrew James

TITLE: Assistant Superintendent of Business

DATE: _____

OROVILLE UNION HIGH SCHOOL DISTRICT

EXHIBIT "A"

COMPUTATION OF
TRANSPORTATION COST FOR THE YEAR 2021 – 2022

Actual 2020–2021 total home-to-school transportation costs.	\$ 915,522
Expenses related to additions below	\$ <u><1,042></u>
General home-to-school transportation expenses	\$ 914,480
Usage formula based upon average miles and minutes (see below)	\$ 457,240
Intangible services cost 10%**	\$ <u>45,724</u>
Total general home-to-school transportation cost for 2021-2022	\$ 502,964
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>1,042</u>
Total transportation cost allocated to Oroville City Elementary School District for 2021-2022	\$ <u>504,006</u>

**Note: This 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	40,429	60%	1,205	45%	90%	50%
OCESD	26,579	40%	1,495	55%	110%	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: 9/7/21
Subject: Service Agreement with Total Education Solutions for Speech Service

Background Information: OUHSD contracted with Total Education Solutions during the 20-21 school year for Speech services. OUHSD has been unable to recruit and hire a speech therapist as a district employee and has renewed our contract for the 21-22 school year.. Our special education staff supported renewing the contract with Total Education Solutions for the current school year.

Financial Impact: Hourly rate of \$105.00 per hour per student for direct individual service. \$55.00 per hour per individual student for group services.

Recommendation: Approval



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

2021-2022

Total Education Solutions

CONSULTING AND SERVICES AGREEMENT

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

RECITALS

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

AGREEMENT

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

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on July 1, 2021 (the "Commencement Date"), and shall continue until 11:59 p.m. on June 30, 2022 (the "Term").

2. SERVICES TO BE PROVIDED BY TES

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

3. ADDITIONAL SERVICES

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

4. CALENDAR

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

TES observes the following legal holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's students. Unless specifically stated in writing by Client, non-direct client services, such as IEP preparation and report writing may be billed on client-designated "teacher work days" and "in-service days".

5. RECORDS

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

6. RESPONSIBILITIES OF CLIENT

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

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and the start and end time for each type of service provided. Services are documented electronically in TES' system. The client will determine additional documentation requirements before services commence.

7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student and/or the student's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 6(a)) below, which include TES TotalView and/ISA.). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (d) Attendance Reporting. TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to student in the Program.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. Upon request, TES shall provide Client with a progress report which shall identify current levels of performance of such student by agreed upon dates each school year.
- (h) Annual Reviews. For each student assigned to the Program by Client, TES shall provide Client with a progress report that shall identify current levels of performance and suggested goals of the student at least four (4) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(c) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.
- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.

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

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

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

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
 - (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Special requests of additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create undue burden to TES. If the request requires a significant amount of time, a service charge will be added to each invoice to cover our out of pockets expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
 - (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
 - (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client agrees

to pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

- (b) Time for Which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services and administrative support which consist of instruction or therapy to student in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, scheduling, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance, unless TES or the assigned TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been cancelled.
- (c) Payment Address and Methods of Payment. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

10. INSURANCE

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

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.

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

12. TERMINATION

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

13. INDEPENDENT CONTRACTORS

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

14. NO HIRE AGREEMENT

(a) No Hiring by Client.

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

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

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

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

15. CONFIDENTIALITY

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

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

16. MISCELLANEOUS

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

If to TES: Total Education Solutions
1337 Howe Ave., Suite 107
Sacramento, CA 95825
Attention: Catherine Bean-Anderson, Business Support Manager
Phone: 916-564-5010
E-mail: cbean-anderson@tesidea.com

Pending move – Fall 2021
3320 Data Drive, Suite 400
Rancho Cordova, CA 95670

If to Client: Oroville Union High School District
2211 Washington Ave.
Oroville, CA 95966
Attention: Kevin Simas
Phone: 530-538-2300 Ext. 1104
Email: ksimas@ouhsd.net

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.

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

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

Total Education Solutions (TES)

DocuSigned by:

 Signature : _____ Date : 6/9/2021 | 8:44 AM PDT
 Catherine Bean-Anderson, Business Support Manager

Oroville Union High School District (Client)

DocuSigned by:

 Legal Signature : _____ Date : 5/25/2021 | 11:14 AM PDT
 Kevin Simas, Title Director of Education

Appendix A

TES Contract Information

Contract Information

TES Main Contact:	Catherine Bean-Anderson, Business Support Manager		
	<small>Full name as it should appear on contract</small>		
Mailing Address:	1337 Howe Ave., Suite 107		107
	<small>Street Address</small>		<small>Suite #</small>
	Sacramento	CA	95825
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
Legal Signer:	Catherine Bean-Anderson	Title:	Business Support Manager
Main Contact:	TES Office- Administrative Support	Email:	Info.sac@tesidea.com
Phone Number:	916-564-5010	Email:	Cbean-anderson@tesidea.com

Accounting/Payment Information

Attention:	Billing Department		
Address:	625 Fair Oaks Avenue		300
	<small>Street Address</small>		<small>Suite #</small>
	South Pasadena	CA	91030
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
Email Address:	billing@tesidea.com	Phone Number:	(323) 341-5580

TES Corporate Office Information

Address:	625 Fair Oaks Avenue		300
	<small>Street Address</small>		<small>Suite #</small>
	South Pasadena	CA	91030
	<small>City</small>	<small>State</small>	<small>ZIP Code</small>
President/CEO:	Meaghan Donahue	Phone Number: (323) 341-5580	Email: mdonahue@tesidea.com

Appendix B - School Contract InformationServices to be provided at the following (check all that apply): ☒ School Site ☐ Online ☐ TES Clinic ☐ Other**Contract Information**

Legal Name/DBA: Oroville Union High School District
Full name as it should appear on contract

Address: 2211 Washington Ave
Street Address Suite #
Oroville CA 95966
City State ZIP Code

Legal Signer: Kevin Simas Title: Director of Education
Legal Signer Email: ksimas@ouhsd.net Phone: 530-538-2300, ext. 1104
Main Contact: Kevin Simas Title: Director of Education
Phone Number: 530-720-0755 Email: ksimas@ouhsd.net
Associated SELPA: Butte County SELPA
SELPA Director Name: Aaron Benton SELPA Director Email: abenton@bcoe.org

Invoice/Billing Information

Select preferred invoice delivery method ☐ Mail ☒ Email ☐ Both

Invoice: _____
Attention: Christina Hopper
Address: 2211 Washington Ave
Street Address Suite #
Oroville, CA CA 95966
City State ZIP Code
530 538-2300,
Phone Number: ext. 1113
Email Address: chopper@ouhsd.net

School Site(s) Information

School Site Name: _____
Full name as it should appear on contract

Address: _____
Street Address Suite #

City State ZIP Code

Main Contact: _____
Title: _____
Phone Number: _____
Email Address: _____

School Site Name: _____
Full name as it should appear on contract

Address: _____
Street Address Suite #

City State ZIP Code

Main Contact: _____
Title: _____

Appendix C

Services

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

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

- Service delivery model based on IEP/IFSP goals.

VII. Tutoring Services- provide academic tutoring and enrichment services. Services shall include the following:

- Pre/post testing to establish baseline and progress data.
- Establish individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
- Daily, weekly, quarterly or annual progress reports as requested.
- Individual and small group services.

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

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

Service Location and Delivery Mode

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

- XII. School Site –in a space designated by the school and conducive to the service being requested. See Section 6(f) above.
- XIII. TES Clinic Location – services can be held at the TES Clinic sites upon request. Client must follow TES location policies and procedures which may include a consent form and parking fees.
- XIV. Community Location –services can be held at an agreed upon community location with advanced written notice.
- XV. Online – services can be held online using our HIPAA and FERPA compliant portal. Distance learning may include email, packets, video chat, phone calls, email, or other approved modes of service delivery. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation may be necessary to allow for successful implementation of this service delivery mode. Minimum technology requirements include high speed internet, webcam, speakers/phone. Video recording of sessions is strictly prohibited.
- XVI. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person.
- XVII. Home- In -home services will be reviewed on an individual basis and advanced written approval from both parties is required.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements;

provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

Appendix D

Rate Schedule for Oroville Union High School District

Services	Individual per hour	Group per student per hour
Adapted Physical Education		
Direct Services	\$105.00	\$55.00
Assessment	\$105.00	
Assistive Technology		
Assessment	\$105.00	
Behavior		
Direct Services - BCBA	\$103.00	
Direct Services - BID	\$70.00	
Direct Services - BII	\$55.00	
Assessment - FBA	\$103.00	
Counseling		
Direct Services - PPS	\$103.00	\$55.00
Language and Speech		
Direct Services	\$103.00	\$55.00
Direct Services – Assistant	\$93.00	
Assessment	\$110.00	
Assessment - AAC	\$110.00	
Nursing		
Assessment – Health 2-hour minimum	\$110.00	
Occupational Therapy		
Direct Services	\$103.00	\$55.00
Direct Services – Assistant	\$93.00	
Assessment	\$110.00	
Physical Therapy		
Direct Services	\$103.00	
Direct Services – Assistant	\$93.00	
Assessment	\$110.00	
School Psychology		
Direct Services	\$138.00	
ERICS	\$138.00	
Assessment – Psycho-Educational	\$138.00	
Specialized Academic Instruction		

Direct Services – Education Specialist	\$77.00	
Assessment – Academic	\$90.00	
Instructional Aide	\$55.00	
Special Education Program Oversight	\$103.00	
Special Education Aide	\$55.00	
Tutor	\$55.00	

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



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 9/7/21
Subject: Contract for Services with School Steps

Background Information: OUHSD has contracted with School Steps, Inc. for a .6 school psychologist and a full time paraeducator who is trained to provide behavioral support in our classrooms for students with high needs. OUHSD announced both positions but was unable to recruit and hire staff.

Financial Impact: 22.5 hours per week of psychologist time at the rate of \$96 per hour. The annual cost will be approximately \$77,760. 37.5 hours of paraeducator time at the rate of \$40 per hour. The annual cost will be approximately \$54,000. Both positions will be paid out of special education funding.

Recommendation: Approval

Agreement for Contracted Services

This agreement is entered into by and between **School Steps Inc.**, 6960 Destiny Drive, Ste. 111, Rocklin, CA 95677 (hereinafter referred to as “**School Steps**”) and **Oroville Union High School District**, 2211 Washington Ave., Oroville, California 95966 (hereinafter referred to as “**Contracting Agency**”) for the provision of services by School Steps as an independent agent and not an employee of the Contracting Agency. School Steps makes no claim to any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service

This contract is in effect from July 1, 2021 through June 30, 2022 in essence the school year 2021-2022, in alignment with the school calendar and/or additional dates agreed upon.

2. Scope of Work

All functions servicing Contracting Agency by School Steps will be provided with written reports of evaluations and assessments. The written reports will be written per the organizations report templates.

- Special education related services (**School Psychology**), evaluations / assessments, IEP meetings attendance and consultation. Consultation will also include educational and behavior concerns including assisting in the writing of behavioral support plans.
- Special education related services (**Paraprofessional**), under supervision: assist with general classroom management, with instruction, behavior management, self-help and medical needs.

3. Amendments

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the Contracting Agency and School Steps.

4. Payment & Billing

Contracting Agency agrees to pay School Steps at the following rates based on the amount of time secured listed on Exhibit A.

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

School Steps and Contracting Agency will jointly determine caseloads.

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

It is expected that Contracting Agency will pay the invoice in full within 30 days of receiving the invoice via email. Should Contracting Agency fail to pay within 45 days of receiving the invoice, interest rate of 10% per annum, compounded monthly, will be added to invoiced cost. The

penalty will show as a line item on the next month's invoice. Every month beyond the original 45 days of delivery will incur an additional month's charge.

5. Records

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

6. Status of Consultant

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

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

7. Background Check/ DOJ Clearance

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

8. Cancellation

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

9. Hold Harmless and Indemnification

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

10. Attorney Fees

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

11. Severability

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

12. Non-Solicitation Agreement

For good consideration and as an inducement for School Steps to enter into contract with Contracting Agency, the Contracting Agency hereby agrees not to directly or indirectly solicit

any School Steps employee with an offer of employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps. If this agreement is breached Contracting Agency agrees to pay School Steps a finder's fee the equivalent of 2 months compensation, including wages and benefits.

School Steps agrees to release Mikayla Schnepel, Paraprofessional, to Contracting Agency at the end of the school year.

13. Exclusivity

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

14. Unintended Closing

Should school close on unscheduled days, for three days or more, Contracting Agency will pay School Steps based on the agreed upon rate of the contract.

THE PARTIES execute this AGREEMENT on the 8^{19th} day of August, 2021.

School Steps, Inc.

By: _____
Matt Stringer, President

Date: _____

Oroville Union High School District

By: Kevin Sinas

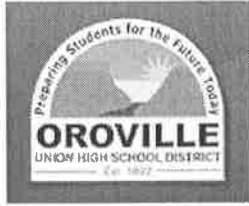
Print Name: Kevin Sinas

Title: Director of Education

Date: 8/19/21

Exhibit A
Services and Rates
2021-2022

Services	Rates	Hours
Paraprofessional	\$40.00/Hour	“as needed”
School Psychology	\$96.00/Hour	“as needed”



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 9/7/21
Subject: Contract for School Nurse Services with Therapy Travelers, LLC

Background Information: OUHSD has contracted with Therapy Travelers, LLC for nursing services 5 days per week. OUHSD has done an extensive search for school nurse candidates and Therapy Travelers, LLC was the first company to provide a candidate. The nurse will be working virtually to review and update student medical plans. He will also help to coordinate vision and hearing screenings once we return to onsite instruction.

Financial Impact: \$130,950 (\$97 per hour, 37.50 hours per week, 36 weeks) to be paid from unrestricted funds.

Recommendation: Approval



Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement") is entered into on 7/30/2021 by and between **TherapyTravelers** and **Oroville Union High** located at **2211 WASHINGTON AVE., OROVILLE, CA, 95966** (Client) collectively referred to herein as "the Parties." **The Parties agree to the below:**

Therapist Name:	Joel Siapno
First Day Details:	Returning from previous assignment. No new details needed.
Assignment Dates:	8/2/2021 to 6/3/2022
Approved Time Off:	
Guaranteed Hours:	37.50
Schedule:	7.5 hours a day / 37.50 hours a week / Note: Overtime/Holiday Pay - upon prior district approval
Cancellation Notice:	20 working days
Bill Rate:	97.00
Overtime/Holiday Rate:	145.50
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work-related activities

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

District Name and Address:	Oroville Union High 2211 WASHINGTON AVE., OROVILLE, CA, 95966
District Telephone Number:	(530) 538-2300
District Department Director Name:	Kevin Simas
Estimated Caseload:	The scope will be the same as last year.
Timesheet Approver Email Address and Name:	ksimas@ouhsd.net Kevin Simas

Billing Info:

Billing Address:	2211 Washington Avenue, Oroville, CA, 95966
Billing Telephone Number:	530-538-2300
Billing Contact Info:	Christina Hopper
Billing Email Address:	chopper@ouhsd.net

Supervision/Materials/Equipment: Client will provide appropriate supervision, materials and equipment to therapist.

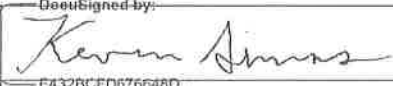
Cancellation of Services: A minimum 20 working day written cancellation notice whereas the traveler's end date falls on a Friday must be given to TherapyTravelers directly (not the contract employee) for cancellation



or early termination of any specific traveler contract, other than termination for cause attributable to TherapyTravelers or the contract employee.

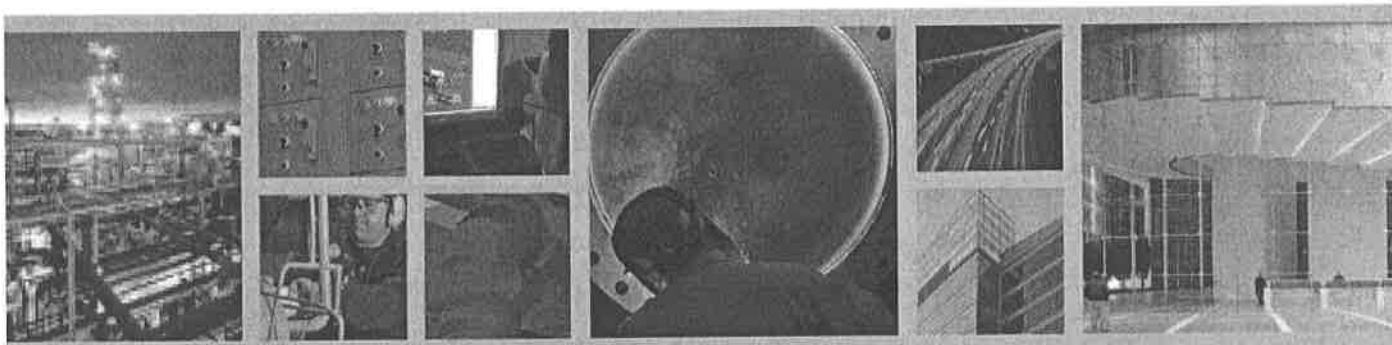
Payment Term: Payment is due in full within ten (10) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs.

Conversion Terms: Client acknowledges the Therapist named herein is an employee of TherapyTravelers, with said Therapist having an employment contract with TherapyTravelers. Client agrees it shall not, in any way, interfere with such contract, including, without limitation, hiring the Therapist or directing such Therapist to work for another provider. However, the foregoing shall not apply if Therapist has, through TherapyTravelers, performed/completed work for Client for a period of 2700 hours. If the Therapist has not performed/completed work for the Client in accordance with the aforesaid hour requirement and conditions, and Client interferes with the subject employment contract between TherapyTravelers and Therapist, Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary (if hourly, then calculated by the hourly rate times 2000 hours) as liquidated damages to TherapyTravelers within 30 days of being invoiced for the same.

Deauthorized by:	
Name:	
	E432BCFD676648D...
Print:	Kevin Simas
Title:	Director of Education
Date:	7/30/2021

TherapyTravelers	
Name:	
Print:	Maria Lankenau
Title:	President
Date:	

By extending a permanent or travel offer to a candidate that Client has received from TherapyTravelers, Client expressly agrees to the terms and conditions of the start confirmation and the TherapyTravelers Fee Agreement, unless the Parties agree otherwise in writing.



Preventative Maintenance Agreement



Prepared for:

Jim LaGrone

Service Address:

*Adult Education & Technical Center
2750 Mitchell Ave
Oroville, CA 95966*

July 30, 2021

Agreement Valid for 30 Days

Mechanical and HVAC Maintenance Program Features:

Scheduled Preventive Maintenance Tasks:

During scheduled maintenance visits, Mesa Energy Systems Inc., will provide pro-active hands-on maintenance services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draws
- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

Filter Service:

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **OROVILLE UNION HIGH SCHOOL DISTRICT**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

Water Treatment Service:

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

Outside Coil Cleaning Service:

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

Priority Service:

OROVILLE UNION HIGH SCHOOL DISTRICT will receive priority service over all non Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:

As a Mesa maintenance customer, **OROVILLE UNION HIGH SCHOOL DISTRICT** will receive a contract customer discounted rate for all service and repair labor.



Schedule I - List of Covered Equipment & Tasks

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	4x per year
X	Filter Service Type: Pleated	4x per year
X	Coil Cleaning Service	1x per year
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

SAN DIEGO • IRVINE • SAN FERNANDO VALLEY / VENTURA • BAKERSFIELD • FRESNO • SACRAMENTO • SANTA MARIA
• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



UNIT #	SYSTEM COMPONENT	MFG	MODEL #	SERIAL #	LOCATION	FILTER/BELT QTY/ SIZES
AC1	PKG Unit-G/E	Bard	WG422ANBUX4XX	253F041910564-1	Portables	1-20X30X2
AC2	PKG Unit-G/E	Bard	WG422ANBUX4XX	253F041910552-1	Portables	1-20X30X2
AC3	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024591-1	Portables	1-20X30X2
AC4	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024607-1	Portables	1-20X30X2
AC5	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024608-1	Portables	1-20X30X2
AC6	PKG Unit-G/E	Bard	WG422ANBUX4XX	253B041883159-1	Portables	1-20X30X2
AC7	PKG Unit-G/E	Bard	WG481ANBUX4XX	236J052064257-1	Portables	1-20X30X2
AC8	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024596-1	Portables	1-20X30X2
AC9	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024605-1	Portables	1-20X30X2
AC10	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024612-1	Portables	1-20X30X2
AC11	PKG Unit-G/E	Bard	WG422ANBUX4XX	253D052024606-1	Portables	1-20X30X2
AC12	PKG Unit-HP	Bard	21A05VP4XXX	126F041915811-02	Portables	1-20X30X2
AC13	PKG Unit-HP	Bard	21A05VP4XXX	126F041915790-02	Portables	1-20X30X2
AC14	PKG Unit-HP	Bard	3WH421A10VX4XX	123M991396437-01	Portables	1-20X30X2
AC15	PKG Unit-HP	Bard	421-A05VP4XXX	126F041915828-02	Portables	1-20X30X2
AC16	PKG Unit-HP	Bard	421-A05VP4XXX	126B072303406-02	Portables	1-20X30X2

Tasks

PACKAGED AIR CONDITIONING SYSTEMS – GAS/ELECTRIC

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions and report any abnormalities.
11. Secure unit panels, and inspect roof curb flashing.
12. Check for gas leaks.
13. Inspect pilot and clean pilot orifice. If applicable.
14. Inspect and clean flame sensor.
15. Inspect heat exchanger.
16. Inspect Hot Surface Igniter. If applicable.
17. Verify operation of all safety limit and operating controls.
18. Inspect flame condition.
19. Clean condenser coils annually.
20. Inspect filters and change per filter schedule.

PACKAGED AIR CONDITIONING SYSTEMS – HEAT PUMPS

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions in heating and cooling mode.



11. Secure unit panels, and inspect roof curb flashing.
12. Clean condenser coils annually.
13. Inspect filters and change per filter schedule.

EXHAUST FANS

1. Inspect belts and adjust as required.
2. Lubricate motor and bearings as required.
3. Inspect electrical.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Visually inspect for leaks.
4. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Check vibration eliminators.
6. Check compressor oil level. If applicable.
7. Check and test all operating and safety controls.
8. Check operating conditions. Report any abnormalities.
9. Clean Condenser coils annually.

SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe.
5. Inspect belt and adjust tension. If applicable.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change filters per filter schedule.



Service Agreement Terms & Conditions

This agreement (the "Agreement") is made between **Oroville Union High School District** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **2750 Mitchell Ave Oroville, CA 95966** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should **Oroville Union High School District** choose to pay via credit card, **Oroville Union High School District** shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.



9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of one (1) year after installation, provided that the material was furnished and installed by Contractor.
- Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Two year (2)** commencing July 1 2021 and terminating June 30 2023 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. **Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

Schedule II – Pricing & Invoicing

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Price for Above Included Services:

Our services will be performed as outlined for an annual cost of \$3,912.00
billed at \$978.00 per **Month:** _____ **Quarter:** X _____ **Semi Annual:** _____

This annual cost will be
Annual: _____

This agreement shall begin on ____7____/____1____/2021, unless checked, initialed and noted otherwise here:

☐ Month/Year:

Customer Initials

EMCOR / Mesa Initials

and continue for a period of **two years (2)**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Oroville Union High School District**.

Sincerely,

Jason Carrere

Jason Carrere

Account Manager

Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

Oroville Union High School District

Contractor:

Mesa Energy Systems Inc.

(dba EMCOR Services Mesa Energy)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

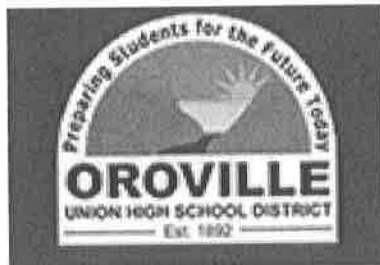
Title: _____

Date: _____





Preventative Maintenance Agreement



Prepared for:

Jim LaGrone

Service Address:

Community Day School

2060 2nd Street

Oroville, CA 95966

July 30, 2021

Agreement Valid for 30 Days

Mechanical and HVAC Maintenance Program Features:

Scheduled Preventive Maintenance Tasks:

During scheduled maintenance visits, Mesa Energy Systems Inc., will provide pro-active hands-on maintenance services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draws
- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

Filter Service:

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **OROVILLE UNION HIGH SCHOOL DISTRICT**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

Water Treatment Service:

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

Outside Coil Cleaning Service:

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

Priority Service:

OROVILLE UNION HIGH SCHOOL DISTRICT will receive priority service over all non Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:

As a Mesa maintenance customer, **OROVILLE UNION HIGH SCHOOL DISTRICT** will receive a contract customer discounted rate for all service and repair labor.



Schedule I - List of Covered Equipment & Tasks

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	4x per year
X	Filter Service Type: Pleated	4x per year
X	Coil Cleaning Service	1x per year
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

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UNIT #	SYSTEM COMPONENT	MFG	MODEL #	SERIAL #	LOCATION	FILTER/BELT QTY/SIZES
AC1	Heat Pump	Bard	WG422-ANBVX4XXX	253J031827398-1	Wall	1-20x30x2
AC2	Heat Pump	Bard	WG422-ANBVX4XXX	253J031827394-1	Wall	1-20x30x2
AC3	Heat Pump	Bard	WG422-ANBVX4XXX	253J031827386-1	Wall	1-20x30x2
AC4	Heat Pump	Bard	WG422-ANBVX4XXX	253J031827380-1	Wall	1-20x30x2
AC5	Heat Pump	Bard	WH421-AD5VP4XXX	126F082501320-02	Wall	1-20x30x2
AC6	Heat Pump	Bard	WH421-AD5VP4XXX	126F082501330-02	Wall	1-20x30x2

Tasks

PACKAGED AIR CONDITIONING SYSTEMS – GAS/ELECTRIC

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions and report any abnormalities.
11. Secure unit panels, and inspect roof curb flashing.
12. Check for gas leaks.
13. Inspect pilot and clean pilot orifice. If applicable.
14. Inspect and clean flame sensor.
15. Inspect heat exchanger.
16. Inspect Hot Surface Igniter. If applicable.
17. Verify operation of all safety limit and operating controls.
18. Inspect flame condition.
19. Clean condenser coils annually.
20. Inspect filters and change per filter schedule.

PACKAGED AIR CONDITIONING SYSTEMS – HEAT PUMPS

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions in heating and cooling mode.
11. Secure unit panels, and inspect roof curb flashing.
12. Clean condenser coils annually.
13. Inspect filters and change per filter schedule.

EXHAUST FANS

1. Inspect belts and adjust as required.



2. Lubricate motor and bearings as required.
3. Inspect electrical.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Visually inspect for leaks.
4. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Check vibration eliminators.
6. Check compressor oil level. If applicable.
7. Check and test all operating and safety controls.
8. Check operating conditions. Report any abnormalities.
9. Clean Condenser coils annually.

SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe.
5. Inspect belt and adjust tension. If applicable.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change filters per filter schedule.

Service Agreement Terms & Conditions

This agreement (the "Agreement") is made between **Oroville Union High School District** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

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1. Contractor will provide its mechanical maintenance of the equipment located at **2060 2nd Street Oroville, CA 95966** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should *Oroville Union High School District* choose to pay via credit card, *Oroville Union High School District* shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.



Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.

Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of one (1) year after installation, provided that the material was furnished and installed by Contractor.

Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.

10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Two year (2)** commencing July 1 2021 and terminating June 30 2023 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

Schedule II – Pricing & Invoicing

Price for Above Included Services:

Our services will be performed as outlined for an annual cost of \$1,760.00 This annual cost will be billed at \$440.00 per Month: _____ Quarter: **X** _____ Semi Annual: _____ Annual: _____

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• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



This agreement shall begin on 7 / 1 / 2021, unless checked, initialed and noted otherwise here:

☐ Month/Year:

Customer Initials

EMCOR / Mesa Initials

and continue for a period of **two years (2)**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Oroville Union High School District**.

Sincerely,

Jason Carrere

Jason Carrere

Account Manager

Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

Oroville Union High School District

Contractor:

Mesa Energy Systems Inc.

(dba EMCOR Services Mesa Energy)

By: _____

By: _____

Name: _____

Name: _____

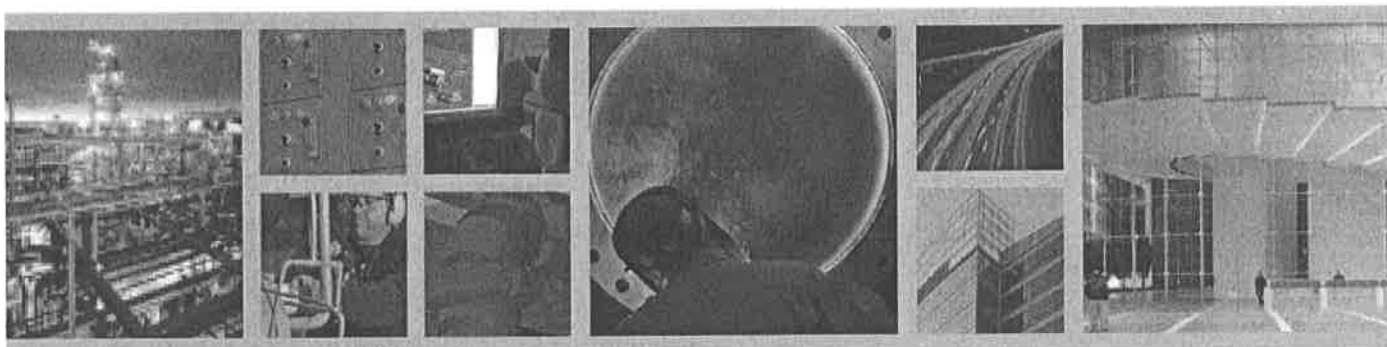
Title: _____

Title: _____

Date: _____

Date: _____





Preventative Maintenance Agreement



Prepared for:

Jim LaGrone

Service Address:

*District Office and Transportation
2211 Washington Ave
Oroville, CA 95966*

July 30, 2021

Agreement Valid for 30 Days

Mechanical and HVAC Maintenance Program Features:

Scheduled Preventive Maintenance Tasks:

During scheduled maintenance visits, Mesa Energy Systems Inc., will provide pro-active hands-on maintenance services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draws
- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

Filter Service:

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **OROVILLE UNION HIGH SCHOOL DISTRICT**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

Water Treatment Service:

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

Outside Coil Cleaning Service:

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

Priority Service:

OROVILLE UNION HIGH SCHOOL DISTRICT will receive priority service over all non Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:

As a Mesa maintenance customer, **OROVILLE UNION HIGH SCHOOL DISTRICT** will receive a contract customer discounted rate for all service and repair labor.

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• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



Schedule I - List of Covered Equipment & Tasks

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	4x per year
X	Filter Service Type: Pleated	4x per year
X	Coil Cleaning Service	1x per year
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

SAN DIEGO • IRVINE • SAN FERNANDO VALLEY / VENTURA • BAKERSFIELD • FRESNO • SACRAMENTO • SANTA MARIA
• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



UNIT #	SYSTEM COMPONENT	MFG	MODEL #	SERIAL #	LOCATION	FILTER/BELT QTY/ SIZES
DISTRICT OFFICE						
AC1	Split	Rheem/Ruud	13AJA36A01	7655N3302903321	Ground	TBD
AC2	Split	Ruud	TBD	TBD	Ground	TBD
AC3	Mini-split	Mitsubishi	TBD	TBD	Ground	Washable
AC4	Mini-split	Mitsubishi	TBD	TBD	Ground	Washable
AC5	Mini-split	Mitsubishi	TBD	TBD	Ground	Washable
AC6	Mini-split	Mitsubishi	TBD	TBD	Ground	Washable
TRANSPORTATION						
AC1	Heat Pump	Bard	W36HA-A05XX4XX	309A173401974-02	Wall	1-20x30x2
AC2	Heat Pump	Bard	NOT LEGIBLE	NOT LEGIBLE	Wall	1-20x30x2
AC3	Heat Pump	Bard	W36HA-A05XX4XX	309A173401974-02	Wall	1-20x30x2
AC4	Heat Pump	Bard	TBD	TBD	Wall	1-20x30x2
AC5	Heat Pump	Bard	WH36A-A05XX4XX	125F052038544	Wall	1-20x30x2
AC6	Heat Pump	Bard	WH36A-A05XX4XX	125H052050540	Wall	1-20x30x2

Tasks

PACKAGED AIR CONDITIONING SYSTEMS – GAS/ELECTRIC

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions and report any abnormalities.
11. Secure unit panels, and inspect roof curb flashing.
12. Check for gas leaks.
13. Inspect pilot and clean pilot orifice. If applicable.
14. Inspect and clean flame sensor.
15. Inspect heat exchanger.
16. Inspect Hot Surface Igniter. If applicable.
17. Verify operation of all safety limit and operating controls.
18. Inspect flame condition.
19. Clean condenser coils annually.
20. Inspect filters and change per filter schedule.

PACKAGED AIR CONDITIONING SYSTEMS – HEAT PUMPS

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions in heating and cooling mode.
11. Secure unit panels, and inspect roof curb flashing.
12. Clean condenser coils annually.
13. Inspect filters and change per filter schedule.



EXHAUST FANS

1. Inspect belts and adjust as required.
2. Lubricate motor and bearings as required.
3. Inspect electrical.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Visually inspect for leaks.
4. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Check vibration eliminators.
6. Check compressor oil level. If applicable.
7. Check and test all operating and safety controls.
8. Check operating conditions. Report any abnormalities.
9. Clean Condenser coils annually.

SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe.
5. Inspect belt and adjust tension. If applicable.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change filters per filter schedule.

Service Agreement Terms & Conditions



This agreement (the "Agreement") is made between **Oroville Union High School District** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **2210 Washington Street Oroville, CA 95966** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should *Oroville Union High School District* choose to pay via credit card, *Oroville Union High School District* shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.



9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of one (1) year after installation, provided that the material was furnished and installed by Contractor.
- Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Two year (2)** commencing July 1 2021 and terminating June 30 2023 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. **Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

Schedule II – Pricing & Invoicing

Price for Above Included Services:

Our services will be performed as outlined for an annual cost of \$3,121.00 This annual cost will be billed at \$780.25 per Month: _____ Quarter: X _____ Semi Annual: _____ Annual: _____

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• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



This agreement shall begin on 7 / 1 / 2021, unless checked, initialed and noted otherwise here:

☐ Month/Year:

Customer Initials

EMCOR / Mesa Initials

and continue for a period of **two years (2)**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Oroville Union High School District**.

Sincerely,

Jason Carrere

Jason Carrere

Account Manager

Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

Oroville Union High School District

Contractor:

Mesa Energy Systems Inc.

(dba EMCOR Services Mesa Energy)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

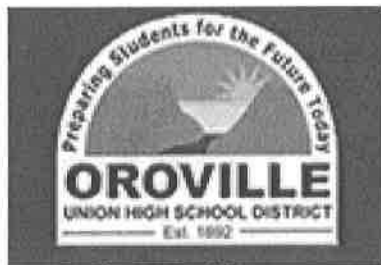
Date: _____

Date: _____





Preventative Maintenance Agreement



Prepared for:

Jim LaGrone

Service Address:

*Las Plumas High School
2211 Washington Ave
Oroville, CA 95966*

July 30, 2021

Agreement Valid for 30 Days

Mechanical and HVAC Maintenance Program Features:

Scheduled Preventive Maintenance Tasks:

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- Motor operations
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- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

Filter Service:

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **OROVILLE UNION HIGH SCHOOL DISTRICT**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

Water Treatment Service:

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

Outside Coil Cleaning Service:

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

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OROVILLE UNION HIGH SCHOOL DISTRICT will receive priority service over all non Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:

As a Mesa maintenance customer, **OROVILLE UNION HIGH SCHOOL DISTRICT** will receive a contract customer discounted rate for all service and repair labor.



Schedule I - List of Covered Equipment & Tasks

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	4x per year
X	Filter Service Type: Pleated	4x per year
X	Coil Cleaning Service	1x per year
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

SAN DIEGO • IRVINE • SAN FERNANDO VALLEY / VENTURA • BAKERSFIELD • FRESNO • SACRAMENTO • SANTA MARIA

• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



UNIT #	SYSTEM COMPONENT	MFG	MODEL #	SERIAL #	LOCATION	FILTER/BELT QTY/ SIZES
700 Bldgs.						
AC1	PKG	Trane/Air Stan	TTA060D400A1	R5222M23F	Rooftop	
AC2	PKG	Trane/Air Stan	YCP048F4H0AA	R275SPP2H	Rooftop	
AC3	PKG	Trane/Air Stan	YCD120C4M0AC	YCD120C4M0AC	Rooftop	
AC4	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooftop	
400 Bldgs.						
AC1	PKG	Trane/Air Stan	YCP060F4M0AA	R275SC02H	Rooftop	
AC2	PKG	Trane/Air Stan	YCP060F4M0AA	R284NE12H	Rooftop	
AC3	PKG	Trane/Air Stan	YCP036F4110AA	NOT LEGIBLE	Rooftop	
Student Store						
AC1	PKG HP	Bard	TBD	TBD	Side of trailer	
AC2	PKG HP	Bard	TBD	TBD	Side of trailer	
AC3	PKG HP	Bard	TBD	TBD	Side of trailer	
AC4	PKG HP	Bard	TBD	TBD	Side of trailer	
100 Bldgs.						
AC1	PKG	Trane/Air Stan	YCP060F4M0AA	R2832K12H	Rooftop	
AC2	PKG	Trane/Air Stan	YCP048F4H0AA	R275T382H	Rooftop	
AC3	PKG	Trane/Air Stan	YCP048F4H0AA	R143K882H	Rooftop	
AC4	PKG	Trane/Air Stan	YCP048F4H0AA	R275NKR2H	Rooftop	
AC5	PKG	Trane/Air Stan	YCP060F4M0AA	R2841882H	Rooftop	
AC6	PKG	Trane/Air Stan	YCP060F4M0AA	R284P212H	Rooftop	
AC7	PKG	Trane/Air Stan	YCP048F4H0AA	R2141452H	Rooftop	
AC8	PKG	Trane/Air Stan	YCP048F4H0AA	R2755MY2H	Rooftop	
AC9	PKG	Trane/Air Stan	YCP060F4M0AA	R2843CH2H	Rooftop	
AC10	PKG	Trane/Air Stan	YCP060F4M0AA	R275Y402H	Rooftop	
200 Bldgs.						
AC1	PKG	Trane/Air Stan	YCP075C4LOBE	R22102774D	Rooftop	
AC2	PKG	Trane/Air Stan	YCP060F4M0AA	R2745KP2H	Rooftop	
AC3	PKG	Trane/Air Stan	YCP048F4H0AA	R2917TD2H	Rooftop	
AC4	PKG	Trane/Air Stan	YCP060F4M0AA	R2744692H	Rooftop	
AC5	PKG	Trane/Air Stan	YCP060F4M0AA	R245J1F2H	Rooftop	
AC6	PKG	Trane/Air Stan	YCP048F4H0AA	R2922J22H	Rooftop	
AC7	PKG	Trane/Air Stan	YCP060F4M0AA	R275MBF2H	Rooftop	
AC8	PKG	Trane/Air Stan	YCD075C4LOBE	R221001390	Rooftop	
500 Bldgs.						
AC1	PKG	Trane/Air Stan	YCH075C4LOBE	R25104036D	Rooftop	
AC2	PKG	Trane/Air Stan	YCP036F1M0AA	R41449CIH	Rooftop	
600 Bldgs.						
AC1	PKG	Trane/Air Stan	YCC036F4H0BF	N233URE1H	Rooftop	
AC2	PKG	Trane/Air Stan	YCC036F4H0BF	N2932BR1A	Rooftop	
AC3	PKG	Trane/Air Stan	YCC036F4H0BF	N281USC1H	Rooftop	
AC4	PKG	Trane/Air Stan	YCP060F4M0AA	R274RY62H	Rooftop	
AC5	PKG	Trane/Air Stan	YCP048F4H0AA	R2755MN2H	Rooftop	
AC6	PKG	Trane/Air Stan	YCP048F4H0AA	R073M1M2H	Rooftop	
AC7	PKG	Trane/Air Stan	YCP060F4M0AA	R244JNH2H	Rooftop	
West Gym (Boys & Girls Locks Room units)						
AC1	PKG	Trane/Air Stan	YCH360A4LR1A5CC	C05M11587	Rooftop	
AC2	PKG	Trane/Air Stan	YCH360A4LR1A5CC	C05M11588	Rooftop	
AC3	PKG	Trane/Air Stan	TBD	TBD	Rooftop	
AC4	PKG	Trane/Air Stan	TBD	TBD	Rooftop	
1200 Bldgs/Trailers						
AC1	Heat Pump	Bard			Wall	
AC2	Heat Pump	Bard			Wall	
AC4	Heat Pump	Bard			Wall	



AC5	Heat Pump	Bard			Wall
AC6	Heat Pump	Bard			Wall
AC7	Heat Pump	Bard			Wall
AC8	Heat Pump	Bard			Wall
600 Bldgs/Trailers					
AC1	Heat Pump	Bard	WH421A05VX4XX	126P001557080-01	Wall
AC2	Heat Pump	Bard			Wall
AC3	Heat Pump	Bard			Wall
AC4	Heat Pump	Bard			Wall
AC5	Heat Pump	Bard			Wall
AC6	Heat Pump	Bard			Wall
AC7	Heat Pump	Bard			Wall
AC8	Heat Pump	Bard			Wall
AC13	Heat Pump	Bard			Wall
AC14	Heat Pump	Bard			Wall
AC15	Heat Pump	Bard			Wall
AC16	Heat Pump	Bard			Wall
AC17	Heat Pump	Bard	WH421A05VX4XX	126L07239894-02	Wall
AC18	Heat Pump	Bard	WH421A05VX4XX	126C072318111-02	Wall
AC19	Heat Pump	Bard	WH421A05VX4XX	126F082501328-02	Wall
AC20	Heat Pump	Bard	WH421A05VX4XX		Wall
AC21	Heat Pump	Bard	WH421A05VX4XX	104K9106943	Wall
1101/1102 Bldgs.					
AC1	Heat Pump	Bard	WH421A05VX4XX	126H062197670-02	Wall
AC2	Heat Pump	Bard	WH48Z-A10XX4XX	149J971134236-02	Wall
AC3	Heat Pump	Bard	WH48Z-A10XX4XX	149J971134241-02	Wall
1700 Bldgs.					
AC1	Heat Pump	Bard	WH421A10VX4XX	126D971100382-02	Wall
AC2	Heat Pump	Bard	WH421A10VX4XX	126B971081144-02	Wall
AC3	Heat Pump	Bard	WH421A10VX4XX	126B971081126-02	Wall
AC4	Heat Pump	Bard	WH421A10VX4XX	126C971089565-02	Wall
1000 Bldgs/Trailers - AG DEPT.					
AC1	Heat Pump	Bard	WH421A10VX4XX	126H961007136-02	Wall
AC2	Heat Pump	Bard	WH421A10VX4XX	126H961007143-02	Wall
AC3	Heat Pump	Bard	WH421A10VX4XX	NOT LEGIBLE	Wall
AC4	Heat Pump	Bard	WH421A10VX4XX	NOT LEGIBLE	Wall
AC5	Heat Pump	Bard	WH421A10VX4XX	126H961006804-02	Wall
AC6	Heat Pump	Bard	WH421A10VX4XX	126H961007131-02	Wall
AC7	Heat Pump	Bard	WH421A10VX4XX	126H011648246-02	Wall
AC8	Heat Pump	Bard	WH421A10VX4XX	126H011648252-02	Wall
AC9	Heat Pump	Bard	WH483A04V14XX	236D021718633-02	Wall
2000 Bldgs. - AG DEPT. (Welding Shop)					
AC1	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop
AC2	PKG	Trane/Air Stan	YSC072A8E...	604100536L	Rooflop
AC3	PKG	Trane/Air Stan	YSC048AJ...	550.....	Rooflop
AC4	PKG	Trane/Air Stan	YSC048AJ...	556102....	Rooflop
AC5	Mini-split	TBD	TBD	TBD	Rooflop
1000 Bldg. - AG DEPT.					
AC1	PKG	Trane/Air Stan	XCP060F3M0AC	5321J7A2H	Rooflop
1100 Bldg. - PERFORMING ARTS					
AC1	PKG	Trane/Air Stan	YCP060F4M0AA	R274UM12H	Rooflop
AC2	PKG	Trane/Air Stan	YCD121CAL0AA	R25104812D	Rooflop
1500 Bldgs.					
AC1	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop
AC2	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop
AC4	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop
AC5	PKG	Trane/Air Stan	YSC048.....	55C16234L	Rooflop
1503 Bldgs.					
AC1	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop
AC2	PKG	Trane/Air Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop
AC3	PKG	Trane/Air Stan	XSC0484EMA2	5501C2558L	Rooflop



Tasks

PACKAGED AIR CONDITIONING SYSTEMS – GAS/ELECTRIC

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions and report any abnormalities.
11. Secure unit panels, and inspect roof curb flashing.
12. Check for gas leaks.
13. Inspect pilot and clean pilot orifice. If applicable.
14. Inspect and clean flame sensor.
15. Inspect heat exchanger.
16. Inspect Hot Surface Igniter. If applicable.
17. Verify operation of all safety limit and operating controls.
18. Inspect flame condition.
19. Clean condenser coils annually.
20. Inspect filters and change per filter schedule.

PACKAGED AIR CONDITIONING SYSTEMS – HEAT PUMPS

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions in heating and cooling mode.
11. Secure unit panels, and inspect roof curb flashing.
12. Clean condenser coils annually.
13. Inspect filters and change per filter schedule.

EXHAUST FANS

1. Inspect belts and adjust as required.
2. Lubricate motor and bearings as required.
3. Inspect electrical.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Visually inspect for leaks.
4. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Check vibration eliminators.
6. Check compressor oil level. If applicable.
7. Check and test all operating and safety controls.
8. Check operating conditions. Report any abnormalities.
9. Clean Condenser coils annually.



SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe.
5. Inspect belt and adjust tension. If applicable.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change filters per filter schedule.

Service Agreement Terms & Conditions

This agreement (the "Agreement") is made between **Oroville Union High School District** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **2210 Washington Street Oroville, CA 95966** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should **Oroville Union High School District** choose to pay via credit card, **Oroville Union High School District** shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.



7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of one (1) year after installation, provided that the material was furnished and installed by Contractor.
- Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Two year (2)** commencing July 1 2021 and terminating June 30 2023 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. **Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.



- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates; including overtime rates as may be applicable.

Schedule II – Pricing & Invoicing

Price for Above Included Services:

Our services will be performed as outlined for an annual cost of \$24,868.00 This annual cost will be billed at \$6,217.00 per Month: _____ Quarter: **X** _____ Semi Annual: _____ Annual: _____

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This agreement shall begin on 7 / 1 / 2021, unless checked, initialed and noted otherwise here:

☐ Month/Year:

Customer Initials

EMCOR / Mesa Initials

and continue for a period of **two years (2)**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Oroville Union High School District**.

Sincerely,

Jason Carrere

Jason Carrere

Account Manager

Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

Oroville Union High School District

Contractor:

Mesa Energy Systems Inc.

(dba EMCOR Services Mesa Energy)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

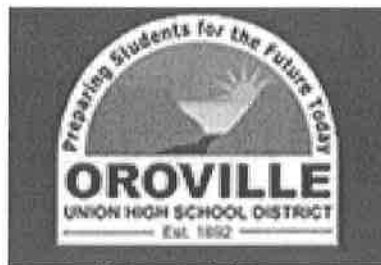
Date: _____

Date: _____





Preventative Maintenance Agreement



Prepared for:

Jim LaGrone

Service Address:

*Oroville High School
1535 Bridge Street
Oroville, CA 95966*

July 30, 2021

Agreement Valid for 30 Days

Mechanical and HVAC Maintenance Program Features:

Scheduled Preventive Maintenance Tasks:

During scheduled maintenance visits, Mesa Energy Systems Inc., will provide pro-active hands-on maintenance services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draws
- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

Filter Service:

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **OROVILLE UNION HIGH SCHOOL DISTRICT**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

Water Treatment Service:

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

Outside Coil Cleaning Service:

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

Priority Service:

OROVILLE UNION HIGH SCHOOL DISTRICT will receive priority service over all non Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:

As a Mesa maintenance customer, **OROVILLE UNION HIGH SCHOOL DISTRICT** will receive a contract customer discounted rate for all service and repair labor.



Schedule I - List of Covered Equipment & Tasks

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	4x per year
X	Filter Service Type: Pleated	4x per year
X	Coil Cleaning Service	1x per year
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

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UNIT #	SYSTEM COMPONENT	MFG	MODEL #	SERIAL #	LOCATION	FILTER/BELT QTY/SIZES
Industrial/Tech						
AC1	PKG	Trane/Am Stan	YHG092A4	651102223L	Rooftop	
Auto-Body						
AC1	Mini-split	Mitsubishi	TBD	TBD	Rooftop	Washable
Library						
AC1	PKG	Trane/Am Stan	YSC072A4EMA2C00	616100776L	Rooftop	
AC2	PKG	Trane/Am Stan	YSC090A4EMA2M00	616100841L	Rooftop	
AC3	PKG	Trane/Am Stan	YSC048A4EMA07AY	616100784L	Rooftop	
AC4	PKG	Trane/Am Stan	YSC072A43MA04G	616100710L	Rooftop	
AC5	PKG	Trane/Am Stan	YSC048A4EMA2D02	616100849L	Rooftop	
AC6	PKG	Trane/Am Stan	YSC048A4EMA2D02	616100522L	Rooftop	
AC7	PKG	Trane/Am Stan	YSC072A4EMA04GU	616100644L	Rooftop	
AC8	PKG	Trane/Am Stan	YSC072A4EMA2C	616100578L	Rooftop	
AC9	PKG	Trane/Am Stan	NOT LEGIBLE	NOT LEGIBLE	Rooftop	
AC10	PKG	Trane/Am Stan	NOT LEGIBLE	NOT LEGIBLE	Rooftop	
S Wing Bldgs.						
AC1	PKG	Trane/Am Stan	H2CB060S25C	MGWM334279	Rooftop	
AC2	PKG	Trane/Am Stan	H2CB060S25C	MGWM334277	Rooftop	
AC3	PKG	Trane/Am Stan	2TTA3060A3000AA	719143R4F	Rooftop	
AC4	PKG	Trane/Am Stan	UHND-060CAZ	7305M0508-04589	Rooftop	
AC5	PKG	Trane/Am Stan	2TTA060C300A0	M301LB4CF	Rooftop	
H Wing Bldgs.						
AC1	PKG	York	H2CB036S25A	MGWM359927	Rooftop	
E Bldg.						
AC1	PKG	Trane/Am Stan	YCP042F1M0AA	R244YRG1H	Rooftop	
AC2	PKG	Trane/Am Stan	YCP042F1M0AA	R244UE21H	Rooftop	
AC3	PKG	Trane/Am Stan	YCP042F1M0AA	R244KJ71H	Rooftop	
AC4	PKG	Trane/Am Stan	YCP036F3M0AA	R274JSE1H	Rooftop	
AC5	PKG	Trane/Am Stan	YCP036F3M0AA	R4272LMK1H	Rooftop	
Principal/Office						
AC1	PKG	Trane/Am Stan	YCP036F3M0AA	R3221GW1H	Rooftop	
AC2	PKG	Trane/Am Stan	YCP036F3M0AA	R3130W61H	Rooftop	
AC3	PKG	Trane/Am Stan	YCP036F3M0AA	R274YDC1H	Rooftop	
Main Office						
AC1	PKG	Trane/Am Stan	YCP036F3M0AA	R275MUGHH	Rooftop	
AC2	PKG	Trane/Am Stan	YCP036F3M0AA	R254NYLHH	Rooftop	
AC3	PKG	Trane/Am Stan	YCP036F3M0AA	R25411LHH	Rooftop	
Science Bldg.						
AC1	PKG	Trane/Am Stan	YHC072A4ELA2800	706102421L	Rooftop	
AC2	PKG	Trane/Am Stan	YHC072A4ELA2800	706102267L	Rooftop	
AC3	PKG	Trane/Am Stan	YHC072A4ELA2800	706102031L	Rooftop	
AC4	PKG	Trane/Am Stan	YHC072A4ELA2800	706102189L	Rooftop	
AC5	PKG	Trane/Am Stan	YHC072A4ELA2800	706102345L	Rooftop	
AC6	PKG	Trane/Am Stan	YHC072A4ELA2800	706102111L	Rooftop	
AC7	PKG	Trane/Am Stan	YHC063A43LA1200	706102055L	Rooftop	
AC8	PKG	Trane/Am Stan	YHC063A43LA1200	706102445L	Rooftop	
A Bldgs.						
AC1	PKG	Trane/Am Stan	YHC120A4EMA2KC	634100387L	Rooftop	
AC2	PKG	Trane/Am Stan	YHC092A4ELA2HC	634100387L	Rooftop	
M Bldgs.						
AC1	PKG	Trane/Am Stan	YHC036A3ELA11C	332101599L	Rooftop	
AC2	PKG	Trane/Am Stan	YHC092A4ELA2HC	332101896L	Rooftop	



AC3	PKG	Trane/Am Stan	YHC048A4EMA13	332101610L	Rooflop	
AC4	PKG	Trane/Am Stan	YHC060A4ELA16C	332102181L	Rooflop	
AC5	PKG	Trane/Am Stan	YHC092A4ELA2HC	332101679L	Rooflop	
AC6	PKG	Trane/Am Stan	YHC092A4ELA2HC	332101687L	Rooflop	
AC7	PKG	Trane/Am Stan	NOT LEGIBLE	NOT LEGIBLE	Rooflop	
AC8	PKG	Trane/Am Stan	YHC072A4ELA2800	332101823L	Rooflop	
AC9	PKG	Trane/Am Stan	YHC072A4ELA2800	332101655L	Rooflop	
AC10	PKG	Trane/Am Stan	YHC092A4ELA2HC	332101854L	Rooflop	
AC11	Mini-split	Mitsubishi	TBD	TBD	Rooflop	Washable
Weight Room						
AC1	Heat Pump	Bard			Wall	
AC2	Heat Pump	Bard			Wall	
South Campus - B Bldgs/Trailers						
AC1	Heat Pump	Bard	WH4Z1-A05X	126D021720564-02	Wall	
AC2	Heat Pump	Bard	WH4Z1-A05X	126J011657261-02	Wall	
AC3	Heat Pump	Bard	WH4W1-A05VP4	126J01165-----	Wall	
South Campus - Q Bldgs/Trailers						
AC1	Heat Pump	Bard			Wall	
AC2	Heat Pump	Bard			Wall	
AC3	Heat Pump	Bard			Wall	
AC4	Heat Pump	Bard			Wall	
AC5	Heat Pump	Bard			Wall	
AC6	Heat Pump	Bard			Wall	
AC7	Heat Pump	Bard			Wall	
AC8	Heat Pump	Bard			Wall	
South Campus - T Bldgs/Trailers						
AC1	Heat Pump	Bard			Wall	
AC2	Heat Pump	Bard			Wall	
AC3	Heat Pump	Bard			Wall	
AC4	Heat Pump	Bard			Wall	
AC5	Heat Pump	Bard			Wall	
AC6	Heat Pump	Bard			Wall	
South Campus - Student Union						
AC1	Heat Pump	Bard			Wall	
AC2	Heat Pump	Bard			Wall	
AC3	Heat Pump	Bard			Wall	
AC4	Heat Pump	Bard			Wall	

Tasks

PACKAGED AIR CONDITIONING SYSTEMS – GAS/ELECTRIC

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions and report any abnormalities.
11. Secure unit panels, and inspect roof curb flashing.
12. Check for gas leaks.
13. Inspect pilot and clean pilot orifice. If applicable.
14. Inspect and clean flame sensor.
15. Inspect heat exchanger.
16. Inspect Hot Surface Igniter. If applicable.
17. Verify operation of all safety limit and operating controls.
18. Inspect flame condition.
19. Clean condenser coils annually.
20. Inspect filters and change per filter schedule.

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PACKAGED AIR CONDITIONING SYSTEMS – HEAT PUMPS

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions in heating and cooling mode.
11. Secure unit panels, and inspect roof curb flashing.
12. Clean condenser coils annually.
13. Inspect filters and change per filter schedule.

EXHAUST FANS

1. Inspect belts and adjust as required.
2. Lubricate motor and bearings as required.
3. Inspect electrical.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Visually inspect for leaks.
4. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Check vibration eliminators.
6. Check compressor oil level. If applicable.
7. Check and test all operating and safety controls.
8. Check operating conditions. Report any abnormalities.
9. Clean Condenser coils annually.

SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe.
5. Inspect belt and adjust tension. If applicable.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change filters per filter schedule.

Service Agreement Terms & Conditions

This agreement (the "Agreement") is made between **Oroville Union High School District** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").



1. Contractor will provide its mechanical maintenance of the equipment located at **1535 Bridge Street Oroville, CA 95966** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should *Oroville Union High School District* choose to pay via credit card, *Oroville Union High School District* shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.



Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.

Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of one (1) year after installation, provided that the material was furnished and installed by Contractor.

Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.

10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Two year (2)** commencing July 1 2021 and terminating June 30 2023 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
 - 11.1. **Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
 - 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
 - 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
 - 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
 - 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
 - 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
 - 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

Schedule II – Pricing & Invoicing

Price for Above Included Services:

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• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



Our services will be performed as outlined for an annual cost of \$18,920.00 This annual cost will be billed at \$4,730.00 per **Month:** _____ **Quarter:** **X** _____ **Semi Annual:** _____ **Annual:** _____

This agreement shall begin on 7 / 1 / 2021, unless checked, initialed and noted otherwise here:

☐ Month/Year:

Customer Initials

EMCOR / Mesa Initials

and continue for a period of **two years (2)**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Oroville Union High School District**.

Sincerely,

Jason Carrere

Jason Carrere

Account Manager

Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

Oroville Union High School District

Contractor:

Mesa Energy Systems Inc.

(dba EMCOR Services Mesa Energy)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

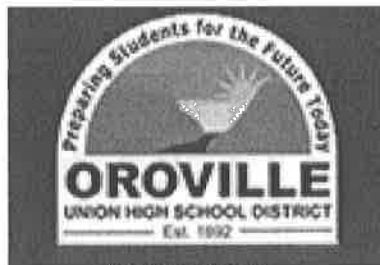
Date: _____

Date: _____





Preventative Maintenance Agreement



Prepared for:

Jim LaGrone

Service Address:

Prospect High School

2060 2nd Street

Oroville, CA 95966

July 30, 2021

Agreement Valid for 30 Days

Mechanical and HVAC Maintenance Program Features:

Scheduled Preventive Maintenance Tasks:

During scheduled maintenance visits, Mesa Energy Systems Inc., will provide pro-active hands-on maintenance services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draws
- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

Filter Service:

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **OROVILLE UNION HIGH SCHOOL DISTRICT**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

Water Treatment Service:

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

Outside Coil Cleaning Service:

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

Priority Service:

OROVILLE UNION HIGH SCHOOL DISTRICT will receive priority service over all non Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

Preferred Customer Discounts:

As a Mesa maintenance customer, **OROVILLE UNION HIGH SCHOOL DISTRICT** will receive a contract customer discounted rate for all service and repair labor.



Schedule I - List of Covered Equipment & Tasks

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	4x per year
X	Filter Service Type: Pleated	4x per year
X	Coil Cleaning Service	1x per year
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

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UNIT #	SYSTEM COMPONENT	MFG	MODEL #	SERIAL #	LOCATION	FILTER/BELT QTY/SIZES
AC1	Heat Pump	Bard	W3421-A10XX4XXX	126K971144209-02	Wall	1-20x30x2
AC2	Heat Pump	Bard	W3421-A10XX4XXX	126K981246483-02	Wall	1-20x30x2
AC3	Heat Pump	Bard	W16G2-ANBYX4XXX	NOT LEGIBLE	Wall	1-20x30x2
AC4	Heat Pump	Bard	WAG368-A54X	125J930794764-1	Wall	1-20x30x2
AC5	Heat Pump	Bard	W1421-LAD8VX4XX	126C981208869-03	Wall	1-20x30x2
AC6	Heat Pump	Bard	W1421-LAD8VX4XX	126C981208863-03	Wall	1-20x30x2
AC7	Heat Pump	Bard	W3421A05VP4XXX	NOT LEGIBLE	Wall	1-20x30x2
AC8	Heat Pump	Bard	W3421A05VP4XXX	126H041020164-02	Wall	1-20x30x2
AC9	Heat Pump	Bard	W3421A05VP4XXX	126H042460900-02	Wall	1-20x30x2
AC10	Heat Pump	Bard	W3421A04VP4XXX	122L115844392-02	Wall	1-20x30x2
AC11	PKG	Trans/Am Stan	YCH90C3LOHE	125105018D	Rooftop	TBD
AC12	PKG	Trans/Am Stan	YCH90C3LOHE	126105183D	Rooftop	TBD
AC13	PKG	Carter/Bryant	NOT LEGIBLE	NOT LEGIBLE	Rooftop	TBD
AC14	PKG	Carter/Bryant	NOT LEGIBLE	NOT LEGIBLE	Rooftop	TBD
AC15	PKG	Carter/Bryant	NOT LEGIBLE	NOT LEGIBLE	Rooftop	TBD
AC17	Heat Pump	Bard	WAG368A54X	125J930794762-01	Wall	1-20x30x2
AC19	Heat Pump	Bard	WAG368-A54X	125J930794768-01	Wall	1-20x30x2
AC20	PKG	Bard	TBD	TBD	Wall	1-20x30x2
AC21	PKG	Bard	TBD	TBD	Wall	1-20x30x2
AC22	PKG	Bard	TBD	TBD	Wall	1-20x30x2
AC23	PKG	Bard	TBD	TBD	Wall	1-20x30x2

Includes 1" minimum condensation coil clearance maintained in heat/lane structures

Tasks

PACKAGED AIR CONDITIONING SYSTEMS – GAS/ELECTRIC

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions and report any abnormalities.
11. Secure unit panels, and inspect roof curb flashing.
12. Check for gas leaks.
13. Inspect pilot and clean pilot orifice. If applicable.
14. Inspect and clean flame sensor.
15. Inspect heat exchanger.
16. Inspect Hot Surface Igniter. If applicable.
17. Verify operation of all safety limit and operating controls.
18. Inspect flame condition.
19. Clean condenser coils annually.
20. Inspect filters and change per filter schedule.

PACKAGED AIR CONDITIONING SYSTEMS – HEAT PUMPS

1. Lubricate fan bearings per manufacturer's recommendation.
2. Lubricate motor bearings per manufacturer's recommendation.
3. Check belts and sheaves. Replace and adjust when authorized.
4. Check coils for visible signs of leaks.
5. Lubricate and adjust dampers and linkages. If applicable.
6. Check drain pan and condensate drain lines.
7. Check motor operating conditions.
8. Inspect electrical connections, contactors and relays.
9. Inspect all temperature, safety, and operational controls.
10. Start compressor. Check operating conditions in heating and cooling mode.
11. Secure unit panels, and inspect roof curb flashing.
12. Clean condenser coils annually.

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13. Inspect filters and change per filter schedule.

EXHAUST FANS

1. Inspect belts and adjust as required.
2. Lubricate motor and bearings as required.
3. Inspect electrical.

SPLIT SYSTEM – AIR COOLED CONDENSING UNITS

1. Review manufacturer's recommendation for start-up.
2. Energize crankcase heater per manufacturer's recommendation for warm-up.
3. Visually inspect for leaks.
4. Inspect electrical connections, contactors, relays, and operating/safety controls.
5. Check vibration eliminators.
6. Check compressor oil level. If applicable.
7. Check and test all operating and safety controls.
8. Check operating conditions. Report any abnormalities.
9. Clean Condenser coils annually.

SPLIT SYSTEM - FAN COIL UNITS

1. Inspect motor. Clean and lubricate dependent on accessibility.
2. Lubricate fan bearings.
3. Inspect coil(s) for leaks dependent on accessibility.
4. Inspect drain pan or pipe.
5. Inspect belt and adjust tension. If applicable.
6. Inspect electrical connections, contactors, relays, and operating/safety controls.
7. Change filters per filter schedule.

Service Agreement Terms & Conditions

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This agreement (the "Agreement") is made between **Oroville Union High School District** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **2060 2nd Street Oroville, CA 95966** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
 - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
 - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
 - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
 - 2.3. The below price is the cash price and has been discounted by 3%. Should *Oroville Union High School District* choose to pay via credit card, *Oroville Union High School District* shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
 - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
 - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
 - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.



9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of one (1) year after installation, provided that the material was furnished and installed by Contractor.
- Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **Two year (2)** commencing July 1 2021 and terminating June 30 2023 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. **Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

Schedule II – Pricing & Invoicing

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• SAN FRANCISCO • PHOENIX • LAS VEGAS • RENO



Price for Above Included Services:

Our services will be performed as outlined for an annual cost of \$4,508.00 This annual cost will be billed at \$1,127.00 per Month: _____ Quarter: x Semi Annual: _____ Annual: _____

This agreement shall begin on 7 / 1 / 2021, unless checked, initialed and noted otherwise here:

☐ Month/Year:

Customer Initials

EMCOR / Mesa Initials

and continue for a period of **two years (2)**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Oroville Union High School District**.

Sincerely,

Jason Carrere

Jason Carrere

Account Manager

Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

Oroville Union High School District

Contractor:

Mesa Energy Systems Inc.

(dba EMCOR Services Mesa Energy)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Oroville Union High School District
Memorandum

TO: Board of Trustees

From: Jim LaGrone, Transportation Director

Date: August 17, 2021

Subject: Acceptance of Private Bus Companies

I have reviewed the terminal inspection records for the following charter companies with the California Highway Patrol. These companies have demonstrated satisfactory terminal inspections and are considered safe to use for the 2021/2022 school year. Inspections will be reviewed prior to any contract with these charter companies to ensure they are in compliance. If a negative inspection is received from a charter company they will be removed from the approved list.

Mt. Lassen Motor Transit, Inc.
Amador Stage Lines.

Thank-You
Jim LaGrone

Oroville Union High School District
Request for Board Approval to Participate in a "High Risk" Activity

Activity: Forebay Aquatic Center Water Safety and paddle sports
Date(s): Oct. 1st 2021 Hours: 9:00-12:00 a.m.
Location(s): Forebay Aquatic Center Oroville
Individuals Responsible for Supervision: Brad Lund
Cell Phone # for the Above Individuals: 530 320 5696
Additional Chaperones: Andrew Lerner/Dawn White/Deana Cook (1 of the 3)
List of Students Attending Activity (attach list if additional space is needed): 21 Students
See attached List

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: _____
The North Forebay Carries their own Liability Insurance through their Non Profit.

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self- Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Any water activity without the presence of a lifeguard at all times* |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade/ motorized cycles or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |
| ☐ Indoor skydiving | | |
| ☐ Use of a private residence | | |

***You must complete the second page.**

Requestor's signature: _____

Date: 8/30/21

Principal's signature: _____

Date: 8/30/21

Asst. Superintendent's/CBO signature: _____

Date: _____

Date of Board approval: _____

Water Activity Requirements

1. A certified lifeguard must be present for any swimming activity in open bodies of water (lakes, Forebay, oceans, rivers, etc.) and private pools.
2. For swimming activities in any private pool, we require proof of insurance from the homeowner. A Certificate of Insurance listing the district as an additional insured must be attached to this form.

Please list specific details of your water activity: _____

Students will go through water safety instruction provided by Forebay staff and then choose a watercraft (kayak, paddleboard or Canoe) to paddle in the forebay. Students will be supervised by Forebay Aquatic Staff and Brad Lund. All students and staff will be wearing a Class III PFD at all times.

Name of certified life guard (if applicable): Forebay Aquatic center will provide this Name

Oroville Union High School District
Request for Board Approval to Participate in a "High Risk" Activity

Activity: Feather River River Float (Fish hatchery- Riverbend)

Date(s): Friday, October 8th Hours: 10:00-1:00

Location(s): Feather River Hatchery in Oroville to the Riverbend park take out.

Individuals Responsible for Supervision: Brad Lund, Brad Cook (Forebay Aquatic Center Staff)

Cell Phone # for the Above Individuals: 530 320 5696 (Brad Lund) 530 228 6628 (Brad Cook)

Additional Chaperones: Wildlife Biologist (Feather River hatchery)

List of Students Attending Activity (attach list if additional space is needed): List of potential students is attached.

21 students

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.
The Forebay

Provide details of any measures taken to reduce the risk of incurring a loss: _____
Aquatic Center Carries their own insurance for Participants through their non-profit.

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self- Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Any water activity without the presence of a lifeguard at all times* |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade/ motorized cycles or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |
| ☐ Indoor skydiving | | |
| ☐ Use of a private residence | | |

***You must complete the second page.**

Requestor's signature: _____

Date: 8/30/21

Principal's signature: _____

Date: 8/30/21

Asst. Superintendent's/CBO signature: _____

Date: _____

Date of Board approval: _____

Forms are due to the Superintendent's office no later than the first working day of the month in which the activity occurs.

Water Activity Requirements

1. A certified lifeguard must be present for any swimming activity in open bodies of water (lakes, Forebay, oceans, rivers, etc.) and private pools.
2. For swimming activities in any private pool, we require proof of insurance from the homeowner. A Certificate of Insurance listing the district as an additional insured must be attached to this form.

Please list specific details of your water activity: Students will be floating down the class I section of the Feather River from the Fish Hatchery to the take out at Riverbend Park. In each raft will be a raft guide (staff from forebay aquatic Center), a PHS staff member (including trip leader Brad Lund who has 20 years guiding experience), and a wildlife Biologist. Each student will be wearing a Class 3 whitewater PFD (personal Flotation Device). The river section is relatively flat with little to no obstacles. Students will be able to observe the migration of Salmon upstream, have information provided by the wildlife Biologist and enjoy a float down the river.

Name of certified life guard (if applicable): Brad Cooke Director of Forebay Aquatic Center will provide this.

Oroville Union High School District
Course Description

Course Title:	ASB Leadership I
Aeries Course #:	901A
CBEDS #:	9219
Course Length:	One Year
Type of Credit(s):	Elective
A-G Approved:	No
Approval Date:	N/A
Integrated (Academic & CTE):	No
2+2 Credit:	No
Dual Enrollment:	No
District Certification:	No
Prerequisite:	2.5 GPA
Includes Hands-on Lab Activities:	No
Grade Level(s):	10-12
Primary Textbook(s):	None
Supplemental Materials:	Everyday Leadership Cards: Writing and Discussion Prompts Boom Boom! Cards Teen Deck
Digital Resources:	None

Course Overview

This course will provide students opportunities to develop their personal and career goals, advance communication and teamwork skills, and to build their personal leadership style. Emphasis will be placed upon completing assigned tasks, learning to function both as a team leader and committee member, and developing and using time management and organizational skills.

Board Approval Date:

Please attach a copy of all standards that apply to this course.

Oroville Union High School District
Course Description

Course Title:	ASB Leadership II
Aeries Course #:	908A
CBEDS #:	9219
Course Length:	One Year
Type of Credit(s):	Elective
A-G Approved:	No
Approval Date:	N/A
Integrated (Academic & CTE):	No
2+2 Credit:	No
Dual Enrollment:	No
District Certification:	No
Prerequisite:	ASB Leadership I and 2.5 GPA
Includes Hands-on Lab Activities:	No
Grade Level(s):	11-12
Primary Textbook(s):	None
Supplemental Materials:	Everyday Leadership Cards: Writing and Discussion Prompts Boom Boom! Cards Teen Deck
Digital Resources:	None

Course Overview

This course builds on the skills learned in ASB Leadership I. Students in this course may take on additional leadership roles.

Board Approval Date:

Please attach a copy of all standards that apply to this course.

Oroville Union High School District
Course Description

Course Title:	Yearbook I
Aeries Course #:	936A
CBEDS #:	9224
Course Length:	One Year
Type of Credit(s):	Elective
A-G Approved:	Yes
Approval Date:	7/1/16
Integrated (Academic & CTE):	No
2+2 Credit:	No
Dual Enrollment:	No
District Certification:	No
Prerequisite:	2.5 GPA, Teacher Recommendation and/or Application/Interview
Includes Hands-on Lab Activities:	No
Grade Level(s):	10-12
Primary Textbook(s):	None
Supplemental Materials:	None
Digital Resources:	yearbookdiscoveries.com (Herff Jones)

Course Overview

The creation of the school annual, a documentary of each year of the high school experience, involves the recording of events, individuals, and ideas in a variety of formats. Inherent to this process is an understanding of the elements and principles of art, photography, graphic design, text, business, and organization.

Please attach a copy of all standards that apply to this course.

Board Approval Date:

Oroville Union High School District
Course Description

Course Title:	Yearbook II
Aeries Course #:	936A (LPHS)
CBEDS #:	9244
Course Length:	One Year
Type of Credit(s):	VAPA (OHS), Elective (LPHS)
A-G Approved:	Yes
Approval Date:	7/12/16
Integrated (Academic & CTE):	No
2+2 Credit:	No
Dual Enrollment:	No
District Certification:	No
Prerequisite:	Yearbook I, 2.5 GPA, Teacher Recommendation and/or Application/Interview
Includes Hands-on Lab Activities:	No
Grade Level(s):	11-12
Primary Textbook(s):	None
Supplemental Materials:	None
Digital Resources:	yearbookdiscoveries.com (Herff Jones)

Course Overview

This course builds on the skills learned in Yearbook I. Students will have the opportunity to work in a leadership role as one of the yearbook editors responsible for the overall content of the yearbook as well as managing and motivating Yearbook I staff members.

Please attach a copy of all standards that apply to this course.

Board Approval Date:

Oroville Union High School District
Course Description

Course Title:	Yearbook Publishing and Design II
Aeries Course #:	613A
CBEDS #:	9224
Course Length:	One Year
Type of Credit(s):	VAPA
A-G Approved:	Pending
Approval Date:	Pending
Integrated (Academic & CTE):	No
2+2 Credit:	No
Dual Enrollment:	No
District Certification:	No
Prerequisite:	2.5 GPA, Teacher Recommendation and/or Application/Interview
Includes Hands-on Lab Activities:	No
Grade Level(s):	11-12
Primary Textbook(s):	None
Supplemental Materials:	None
Digital Resources:	yearbookdiscoveries.com (Herff Jones)

Course Overview

This course builds on the skills learned in Yearbook Design and Publication I. Students will have the opportunity to work in a leadership role as one of the yearbook editors responsible for the overall content of the yearbook as well as managing and motivating Yearbook I staff members. Please attach a copy of all standards that apply to this course.

Board Approval Date:

Responding—Anchor Standard 7: Perceive and Analyze Artistic Work

PROCESS COMPONENT

Perceive

7.1 ENDURING UNDERSTANDING

Individual aesthetic and empathetic awareness developed through engagement with art can lead to understanding and appreciation of self, others, the natural world, and constructed environments.

ESSENTIAL QUESTIONS

- How do life experiences influence the way you relate to art?
- How does learning about art impact how we perceive the world?
- What can we learn from our responses to art?

PK.VA:Re7.1	K.VA:Re7.1	1.VA:Re7.1	2.VA:Re7.1	3.VA:Re7.1	4.VA:Re7.1	5.VA:Re7.1
Recognize art in one's environment.	Identify uses of art within one's personal environment.	Select and describe works of art that illustrate daily life experiences of one's self and others.	Perceive and describe aesthetic characteristics of one's natural world and constructed environments.	Speculate about processes an artist uses to create a work of art.	Compare responses to a work of art before and after working in similar media.	Compare one's own interpretation of a work of art with the interpretation of others.

6.VA:Re7.1	7.VA:Re7.1	8.VA:Re7.1	Prof.VA:Re7.1	Acc.VA:Re7.1	Adv.VA:Re7.1
Identify and interpret works of art or design that reveal how people live around the world and what they value.	Explain how the method of display, the location, and the experience of an artwork influence how it is perceived and valued.	Explain how a person's aesthetic choices are influenced by culture, environment, and personal experiences that impacts the message it conveys to others.	Hypothesize ways in which art influences perception and understanding of human experiences.	Recognize and describe personal aesthetic and empathetic responses to the natural world and constructed environments.	Analyze how responses to art develop over time based on knowledge of and experience with art and life.

PROCESS COMPONENT

Perceive, Analyze

7.2 ENDURING UNDERSTANDING

Visual imagery influences understanding of and responses to the world.

ESSENTIAL QUESTIONS

- What is an image?
- Where and how do we encounter images in our world?
- How do images influence our views of the world?

PK.VA:Re7.2	K.VA:Re7.2	1.VA:Re7.2	2.VA:Re7.2	3.VA:Re7.2	4.VA:Re7.2	5.VA:Re7.2
Distinguish between images and real objects.	Describe what an image represents.	Compare images that represent the same subject.	Categorize images based on expressive properties.	Determine messages communicated by an image.	Analyze components in visual imagery that convey messages.	Identify and analyze cultural associations suggested by visual imagery.

6.VA:Re7.2	7.VA:Re7.2	8.VA:Re7.2	Prof.VA:Re7.2	Acc.VA:Re7.2	Adv.VA:Re7.2
Analyze ways that visual components and cultural associations suggested by images influence ideas, emotions, and actions.	Analyze multiple ways that images influence specific audiences.	Compare and contrast contexts and media in which viewers encounter images that influence ideas, emotions, and actions.	Analyze how one's understanding of the world is affected by experiencing visual imagery.	Evaluate the effectiveness of an image or images to influence ideas, feelings, and behaviors of specific audiences.	Determine the commonalities within a group of artists or visual images attributed to a particular type of art, timeframe, or culture.

Responding—Anchor Standard 8: Interpret Intent and Meaning in Artistic Work

PROCESS COMPONENT

Interpret

ENDURING UNDERSTANDING

People gain insights into meanings of artworks by engaging in the process of art criticism.

ESSENTIAL QUESTIONS

- What is the value of engaging in the process of art criticism?
- How can the viewer “read” a work of art as text?
- How does knowing and using visual arts vocabularies help us understand and interpret works of art?

PK.VA:Re8	K.VA:Re8	1.VA:Re8	2.VA:Re8	3.VA:Re8	4.VA:Re8	5.VA:Re8
Interpret art by identifying and describing subject matter.	Interpret art by identifying subject matter and describing relevant details.	Interpret art by categorizing subject matter and identifying the mood and characteristics of form.	Interpret art by identifying the mood suggested by a work of art and describing relevant subject matter and characteristics of form.	Interpret art by analyzing use of media to create subject matter, characteristics of form, and mood.	Interpret art by referring to contextual information and analyzing relevant subject matter, characteristics of form, and use of media.	Interpret art by analyzing characteristics of form and structure, contextual information, subject matter, visual elements, and use of media to identify ideas and mood conveyed.

6. VA:Re8	7. VA:Re8	8. VA:Re8	Prof. VA:Re8	Acc. VA:Re8	Adv. VA:Re8
Interpret art by distinguishing between relevant and irrelevant contextual information and analyzing subject matter, characteristics of form and structure, and use of media to identify ideas and mood conveyed.	Interpret art by analyzing art-making approaches, the characteristics of form and structure, relevant contextual information, subject matter, and use of media to identify ideas and mood conveyed.	Interpret art by analyzing how the interaction of subject matter, characteristics of form and structure, use of media, art-making approaches, and relevant contextual information contributes to understanding messages or ideas and mood conveyed.	Interpret an artwork or collection of works, supported by relevant and sufficient evidence found in the work and its various contexts.	Identify types of contextual information useful in the process of constructing interpretations of an artwork or collection of works.	Analyze differing interpretations of an artwork or collection of works in order to select and defend a plausible critical analysis.

Responding—Anchor Standard 9: Apply Criteria to Evaluate Artistic Work

PROCESS COMPONENT

Evaluate

ENDURING UNDERSTANDING

People evaluate art based on various criteria.

ESSENTIAL QUESTIONS

- How does one determine criteria to evaluate a work of art?
- How and why might criteria vary?
- How is a personal preference different from an evaluation?

PK.VA:Re9	K.VA:Re9	1.VA:Re9	2.VA:Re9	3.VA:Re9	4.VA:Re9	5.VA:Re9
Select a preferred artwork and share.	Explain reasons for selecting a preferred artwork.	Classify artwork based on different reasons for preferences using learned art vocabulary.	Use learned art vocabulary to express preferences about artwork.	Evaluate an artwork based on given criteria.	Apply one set of criteria to evaluate more than one work of art.	Recognize differences in criteria used to evaluate works of art depending on styles, genres, and media as well as historical and cultural contexts.

6.VA:Re9	7.VA:Re9	8.VA:Re9	Prof.VA:Re9	Acc.VA:Re9	Adv.VA:Re9
Develop and apply relevant criteria to evaluate a work of art.	Compare and explain the difference between an evaluation of an artwork based on personal criteria and an evaluation of an artwork based on a set of established criteria.	Create a convincing and logical argument to support an evaluation of art.	Establish relevant criteria in order to evaluate a work of art or collection of works.	Determine the relevance of criteria used by others to evaluate a work of art or collection of works.	Construct evaluations of a work of art or collection of works based on differing sets of criteria.

Connecting—Anchor Standard 10: Synthesize and Relate Knowledge and Personal Experiences to Make Art

PROCESS COMPONENT

Synthesize

ENDURING UNDERSTANDING

Through artmaking, people make meaning by investigating and developing awareness of perceptions, knowledge, and experiences.

ESSENTIAL QUESTIONS

- How does engaging in creating art enrich people's lives?
- How does making art attune people to their surroundings?
- How do people contribute to awareness and understanding of their lives and the lives of their communities through artmaking?

PK.VA:Cn10	K.VA:Cn10	1.VA:Cn10	2.VA:Cn10	3.VA:Cn10	4.VA:Cn10	5.VA:Cn10
Explore the world using descriptive and expressive words and artmaking.	Create art that tells a story about a life experience.	Identify times, places, and reasons for which students make art outside of school.	Create works of art about events in home, school, or community life.	Develop a work of art based on observations of surroundings.	Create works of art that reflect community cultural traditions.	Apply formal and conceptual vocabularies of art and design to view surroundings in new ways through artmaking.

6.VA:Cn10	7.VA:Cn10	8.VA:Cn10	Prof.VA:Cn10	Acc.VA:Cn10	Adv.VA:Cn10
Generate a collection of ideas reflecting current interests and concerns that could be investigated in artmaking.	Individually or collaboratively create visual documentation of places and times in which people gather to make and experience art or design in the community.	Make art collaboratively to reflect on and reinforce positive aspects of group identity.	Document the process of idea development, form early-stage ideas to fully elaborated ideas.	Utilize inquiry methods of observation, research, and experimentation to explore unfamiliar subjects through artmaking.	Synthesize knowledge of social, cultural, historical, and personal life with art-making approaches to create meaningful works of art or design.

Connecting—Anchor Standard 11:

Relate Artistic Ideas and Works with Societal, Cultural, and Historical Context to Deepen Understanding

PROCESS COMPONENT

Relate

ENDURING UNDERSTANDING

People develop ideas and understandings of society, culture, and history through their interactions with and analysis of art.

ESSENTIAL QUESTIONS

- How does art help us understand the lives of people of different times, places, and cultures?
- How is art used to impact the views of a society?
- How does art preserve aspects of life?

PK.VA:Cn11	K.VA:Cn11	1.VA:Cn11	2.VA:Cn11	3.VA:Cn11	4.VA:Cn11	5.VA:Cn11
Recognize that people make art.	Identify a purpose of an artwork.	Understand that people from different places and times have made art for a variety of reasons.	Compare and contrast cultural uses of artwork from different times and places.	Recognize that responses to art change depending on knowledge of the time and place in which it was made.	Through observation, infer information about time, place, and culture in which a work of art was created.	Identify how art is used to inform or change beliefs, values, or behaviors of an individual or society.

6.VA:Cn11	7.VA:Cn11	8.VA:Cn11	Prof.VA:Cn11	Acc.VA:Cn11	Adv.VA:Cn11
Analyze how art reflects changing times, traditions, resources, and cultural uses.	Analyze how response to art is influenced by understanding the time and place in which it was created, the available resources, and cultural uses.	Distinguish different ways art is used to represent, establish, reinforce, and reflect group identity.	Describe how knowledge of culture, traditions, and history may influence personal responses to art.	Compare uses of art in a variety of societal, cultural, and historical contexts and make connections to uses of art in contemporary, local, and global contexts.	Assess the impact of an artist or a group of artists on the beliefs, values, and behaviors of a society.

Oroville Union High School District
Course Description

Course Title:	Yearbook Publishing and Design I
Aeries Course #:	607A
CBEDS #:	9224
Course Length:	One Year
Type of Credit(s):	VAPA
A-G Approved:	Yes
Approval Date:	6/11/19
Integrated (Academic & CTE):	No
2+2 Credit:	No
Dual Enrollment:	No
District Certification:	No
Prerequisite:	2.5 GPA, Teacher Recommendation and/or Application/Interview
Includes Hands-on Lab Activities:	No
Grade Level(s):	11-12
Primary Textbook(s):	None
Supplemental Materials:	None
Digital Resources:	yearbookdiscoveries.com (Herff Jones)

Course Overview

The creation of the school annual, a documentary of each year of the high school experience, involves the recording of events, individuals, and ideas in a variety of formats. Inherent to this process is an understanding of the elements and principles of art, photography, graphic design, text, business, and organization.

Please attach a copy of all standards that apply to this course.

Board Approval Date:

Creating—Anchor Standard 1: Generate and Conceptualize Artistic Ideas and Work

PROCESS COMPONENT

Imagine, Plan, Make

1.1 ENDURING UNDERSTANDING

Creativity and innovative thinking are essential life skills that can be developed.

ESSENTIAL QUESTIONS

- What conditions, attitudes, and behaviors support creativity and innovative thinking?
- What factors prevent or encourage people to take creative risks?
- How does collaboration expand the creative process?

PK.VA:Cr1.1	K.VA:Cr1.1	1.VA:Cr1.1	2.VA:Cr1.1	3.VA:Cr1.1	4.VA:Cr1.1	5.VA:Cr1.1
Engage in self-directed or collaborative exploration with a variety of arts materials.	Engage in exploration and imaginative play with various arts materials.	Engage collaboratively in exploration and imaginative play with various arts materials.	Brainstorm to generate multiple approaches to an art or design problem.	Elaborate on an imaginative idea.	Brainstorm individual and collaborative approaches to a creative art or design problem.	Combine ideas to generate an innovative idea for art-making.

6.VA:Cr1.1	7.VA:Cr1.1	8.VA:Cr1.1	Prof.VA:Cr1.1	Acc.VA:Cr1.1	Adv.VA:Cr1.1
Combine concepts collaboratively to generate innovative ideas for creating art.	Apply methods to overcome creative blocks.	Document early stages of the creative process visually and/or verbally in traditional or contemporary media.	Use multiple approaches to begin creative endeavors.	Individually or collaboratively formulate new creative problems based on students' existing artwork.	Visualize and hypothesize to generate plans for ideas and directions for creating art and design that can affect social change.

PROCESS COMPONENT

Imagine, Plan, Make

1.2 ENDURING UNDERSTANDING

Artists and designers shape artistic investigations, following or breaking with traditions in pursuit of creative artmaking goals.

ESSENTIAL QUESTIONS

- How does knowing the contexts, histories, and traditions of art forms help us create works of art and design?
- Why do artists follow or break from established traditions?
- How do artists determine what resources and criteria are needed to formulate artistic investigations?

PK.VA:Cr1.2	K.VA:Cr1.2	1.VA:Cr1.2	2.VA:Cr1.2	3.VA:Cr1.2	4.VA:Cr1.2	5.VA:Cr1.2
Engage in self-directed, creative art-making.	Engage collaboratively in creative art-making in response to an artistic problem.	Use observation and investigation in preparation for making a work of art.	Make art or design with various art materials and tools to explore personal interests, questions, and curiosity.	Apply knowledge of available resources, tools, and technologies to investigate personal ideas through the art-making process.	Collaboratively set goals and create artwork that is meaningful and has purpose to the makers.	Identify and demonstrate diverse methods of artistic investigation to choose an approach for beginning a work of art.

6.VA:Cr1.2	7.VA:Cr1.2	8.VA:Cr1.2	Prof.VA:Cr1.2	Acc.VA:Cr1.2	Adv.VA:Cr1.2
Formulate an artistic investigation of personally relevant content for creating art.	Develop criteria to guide making a work of art or design to meet an identified goal.	Collaboratively shape an artistic investigation of an aspect of present-day life using a contemporary practice of art and design.	Shape an artistic investigation of an aspect of present-day life using a contemporary practice of art or design.	Choose from a range of materials and methods of traditional and contemporary artistic practices to plan works of art and design.	Choose from a range of materials and methods of traditional and contemporary artistic practices, following or breaking established conventions, to plan the making of multiple works of art and design based on a theme, idea, or concept.

Creating—Anchor Standard 2: Organize and Develop Artistic Ideas and Work

PROCESS COMPONENT

Investigate

2.1 ENDURING UNDERSTANDING

Artists and designers experiment with forms, structures, materials, concepts, media, and art-making approaches.

ESSENTIAL QUESTIONS

- How do artists work?
- How do artists and designers determine whether a particular direction in their work is effective?
- How do artists and designers learn from trial and error?

PK.VA:Cr2.1	K.VA:Cr2.1	1.VA:Cr2.1	2.VA:Cr2.1	3.VA:Cr2.1	4.VA:Cr2.1	5.VA:Cr2.1
Use a variety of art-making tools.	Through experimentation, build skills in various media and approaches to artmaking.	Explore uses of materials and tools to create works of art or design.	Experiment with various materials and tools to explore personal interests in a work of art or design.	Create personally satisfying artwork using a variety of artistic processes and materials.	Explore and invent art-making techniques and approaches.	Experiment and develop skills in multiple art-making techniques and approaches through practice.

6.VA:Cr2.1	7.VA:Cr2.1	8.VA:Cr2.1	Prof.VA:Cr2.1	Acc.VA:Cr2.1	Adv.VA:Cr2.1
Demonstrate openness in trying new ideas, materials, methods, and approaches in making works of art and design.	Demonstrate persistence in developing skills with various materials, methods, and approaches in creating works of art or design.	Demonstrate willingness to experiment, innovate, and take risks to pursue ideas, forms, and meanings that emerge in the process of artmaking or designing.	Engage in making a work of art or design without having a preconceived plan.	Through experimentation, practice, and persistence, demonstrate acquisition of skills and knowledge in a chosen art form.	Experiment, plan, and make multiple works of art and design that explore a personally meaningful theme, idea, or concept.

PROCESS COMPONENT

Investigate

2.2 ENDURING UNDERSTANDING

Artists and designers balance experimentation and safety, freedom, and responsibility while developing and creating artworks.

ESSENTIAL QUESTIONS

- How do artists and designers care for and maintain materials, tools, and equipment?
- Why is it important for safety and health to understand and follow correct procedures in handling materials, tools, and equipment?
- What responsibilities come with the freedom to create?

PK.VA:Cr2.2	K.VA:Cr2.2	1.VA:Cr2.2	2.VA:Cr2.2	3.VA:Cr2.2	4.VA:Cr2.2	5.VA:Cr2.2
Share art materials with others.	Identify safe and nontoxic art materials, tools, and equipment.	Demonstrate safe and proper procedures for using materials, tools, and equipment while making art.	Demonstrate safe procedures for using and cleaning art tools, equipment, and studio spaces.	Demonstrate an understanding of the safe and proficient use of materials, tools, and equipment for a variety of artistic processes.	When making works of art, utilize materials, tools, and equipment in a manner that prevents danger to oneself and others.	Demonstrate quality craftsmanship through care for and use of materials, tools, and equipment.

6.VA:Cr2.2	7.VA:Cr2.2	8.VA:Cr2.2	Prof.VA:Cr2.2	Acc.VA:Cr2.2	Adv.VA:Cr2.2
Explain environmental implications of conservation, care, and clean-up of arts materials, tools, and equipment.	Demonstrate awareness of ethical responsibility to oneself and others when posting and sharing images and other materials through the internet, social media, and other communication formats.	Demonstrate awareness of practices, issues, and ethics of appropriation, fair use, copyright, open source, and Creative Commons as they apply to creating works of art and design.	Explain how traditional and nontraditional materials may impact human health and the environment and demonstrate safe handling of materials, tools, and equipment.	Demonstrate awareness of ethical implications of making and distributing creative work.	Demonstrate understanding of the importance of balancing freedom and responsibility in the use of images, materials, tools, and equipment in the creation and circulation of creative work.

PROCESS COMPONENT

Investigate

2.3 ENDURING UNDERSTANDING

People create and interact with objects, places, and design, and this defines, shapes, enhances, and empowers their lives.

ESSENTIAL QUESTIONS

- How do objects, places, and design shape lives and communities?
- How do artists and designers determine goals for designing or redesigning objects, places, or systems?
- How do artists and designers create works of art or design that communicate effectively?

PK.VA:Cr2.3	K.VA:Cr2.3	1.VA:Cr2.3	2.VA:Cr2.3	3.VA:Cr2.3	4.VA:Cr2.3	5.VA:Cr2.3
Create and tell about art that communicates a story about a familiar place or object.	Create art that represents natural and constructed environments.	Identify and classify uses of everyday objects through drawings, diagrams, sculptures, or other visual means.	Repurpose found objects to make a new artwork or design.	Individually or collaboratively construct representations, diagrams, or maps of places that are part of everyday life.	Document, describe, and represent regional constructed environments.	Identify, describe, and visually document places and/or objects of personal significance.

6.VA:Cr2.3	7.VA:Cr2.3	8.VA:Cr2.3	Prof.VA:Cr2.3	Acc.VA:Cr2.3	Adv.VA:Cr2.3
Design or redesign objects, places, or systems that meet the identified needs of diverse users.	Apply visual organizational strategies to design and produce a work of art, design, or media that clearly communicates information or ideas.	Select, organize, and design images and words to make visually clear and compelling presentations.	Collaboratively develop a proposal for an installation, artwork, or space design that transforms the perception and experience of a particular place.	Redesign an object, system, place, or design in response to contemporary issues.	Demonstrate in works of art or design how visual and material culture defines, shapes, enhances, inhibits, and/or empowers people's lives.

Creating—Anchor Standard 3: Refine and Complete Artistic Work

PROCESS COMPONENT

Reflect, Refine, Revise

ENDURING UNDERSTANDING

Artists and designers develop excellence through practice and constructive critique to reflect on, revise, and refine work over time.

ESSENTIAL QUESTIONS

- What role does persistence play in revising, refining, and developing work?
- How do artists grow and become accomplished in art forms?
- How does collaboratively reflecting on a work help us experience it more completely?

PK.VA:Cr3	K.VA:Cr3	1.VA:Cr3	2.VA:Cr3	3.VA:Cr3	4.VA:Cr3	5.VA:Cr3
Share and talk about personal artwork.	Explain the process of making art while creating.	Use art vocabulary to describe choices while creating art.	Discuss and reflect with peers about choices made in creating artwork.	Discuss, reflect, and add details to enhance an artwork's emerging meaning.	Revise artwork in progress on the basis of insights gained through peer discussion.	Use art vocabulary to describe personal choices in artmaking and in creating artist statements.

6.VA:Cr3	7.VA:Cr3	8.VA:Cr3	Prof.VA:Cr3	Acc.VA:Cr3	Adv.VA:Cr3
Reflect on whether personal artwork conveys the intended meaning and revise accordingly.	Reflect on and explain important information about personal artwork in an artist statement or another format.	Apply relevant criteria to examine, reflect on, and plan revisions for a work of art or design in progress.	Apply relevant criteria from traditional and contemporary cultural contexts to examine, reflect on, and plan revisions for works of art and design in progress.	Engage in constructive critique with peers, then reflect on, reengage, revise, and refine works of art and design in response to personal artistic vision.	Reflect on, re-engage, revise, and refine works of art or design considering relevant traditional and contemporary criteria as well as personal artistic vision.

Presenting—Anchor Standard 4: Select, Analyze, and Interpret Artistic Work for Presentation

PROCESS COMPONENT

Select, Analyze

ENDURING UNDERSTANDING

Artists and other presenters consider various techniques, methods, venues, and criteria when analyzing, selecting, and curating objects, artifacts, and artworks for preservation and presentation.

ESSENTIAL QUESTIONS

- How are artworks cared for and by whom?
- What criteria, methods, and processes are used to select work for preservation or presentation?
- Why do people value objects, artifacts, and artworks, and select them for presentation?

PK.VA:Pr4	K.VA:Pr4	1.VA:Pr4	2.VA:Pr4	3.VA:Pr4	4.VA:Pr4	5.VA:Pr4
Identify reasons for saving and displaying objects, artifacts, and artwork.	Select art objects for personal portfolio and display, explaining why they were chosen.	Explain why some objects, artifacts, and artworks are valued over others.	Categorize artwork based on a theme or concept for an exhibit.	Investigate and discuss possibilities and limitations of spaces, including electronic, for exhibiting artwork.	Explore how past, present, and emerging technologies have impacted the preservation and presentation of artwork.	Define the roles and responsibilities of a curator, explaining the skills and knowledge needed in preserving, maintaining, and presenting objects, artifacts, and artwork.

6.VA:Pr4	7.VA:Pr4	8.VA:Pr4	Prof.VA:Pr4	Acc.VA:Pr4	Adv.VA:Pr4
Analyze similarities and differences associated with preserving and presenting two-dimensional, three-dimensional, and digital artwork.	Compare and contrast how technologies have changed the way artwork is preserved, presented, and experienced.	Develop and apply criteria for evaluating a collection of artwork for presentation.	Analyze, select, and curate artifacts and/or artworks for presentation and preservation.	Analyze, select, and critique personal artwork for a collection or portfolio presentation.	Critique, justify, and present choices in the process of analyzing, selecting, curating, and presenting artwork for a specific exhibit or event.

Presenting—Anchor Standard 5: Develop and Refine Artistic Techniques and Work for Presentation

PROCESS COMPONENT

Prepare

ENDURING UNDERSTANDING

Artists, curators, and others consider a variety of factors and methods including evolving technologies when preparing and refining artwork for display, and when deciding if and how to preserve and protect it.

ESSENTIAL QUESTIONS

- What methods, processes, and criteria are considered when preparing artwork for presentation, preservation, portfolio, or collection?
- How does assessing choices for presentation affect its meaning to the viewer?

PK.VA:Pr5	K.VA:Pr5	1.VA:Pr5	2.VA:Pr5	3.VA:Pr5	4.VA:Pr5	5.VA:Pr5
Identify places where art may be displayed or saved.	Explain the purpose of a portfolio or collection.	Ask and answer questions such as where, when, why, and how artwork should be prepared for presentation or preservation.	Distinguish between different materials or artistic techniques for preparing artwork for presentation.	Identify exhibit space and prepare works of art, including artists' statements, for presentation.	Analyze the various considerations for presenting and protecting art in various locations, indoor or outdoor settings, in temporary or permanent forms, and in physical or digital formats.	Develop a logical argument for safe and effective use of materials and techniques for preparing and presenting artwork.

6.VA:Pr5	7.VA:Pr5	8.VA:Pr5	Prof.VA:Pr5	Acc.VA:Pr5	Adv.VA:Pr5
Individually or collaboratively, develop a visual plan for displaying works of art, analyzing exhibit space, the needs of the viewer, and the layout of the exhibit.	Based on criteria, analyze and evaluate methods for preparing, preserving, and presenting art.	Collaboratively prepare and present selected theme-based artwork for display, and formulate exhibition narratives for the viewer.	Analyze and evaluate the reasons and ways an exhibition is presented.	Evaluate, select, and apply methods or processes appropriate to display artwork in a specific place.	Investigate, compare, and contrast methods and processes for preserving, presenting, and protecting a variety of art works.

Presenting—Anchor Standard 6: Convey Meaning Through the Presentation of Artistic Work

PROCESS COMPONENT

Present

ENDURING UNDERSTANDING

Objects, artifacts, and artworks collected, preserved, or presented either by artists, museums, or other venues communicate meaning and a record of social, cultural, and political experiences resulting in the cultivating of appreciation and understanding.

ESSENTIAL QUESTIONS

- What is an art museum?
- How does the presenting and sharing of objects, artifacts, and artworks influence and shape ideas, beliefs, and experiences?
- How do objects, artifacts, and artworks that are collected, preserved, or presented, cultivate appreciation and understanding?

PK.VA:Pr6	K.VA:Pr6	1.VA:Pr6	2.VA:Pr6	3.VA:Pr6	4.VA:Pr6	5.VA:Pr6
Identify where art is displayed, both inside and outside of school.	Explain what an art museum is and distinguish how an art museum is different from other buildings.	Identify the roles and responsibilities of people who work in and visit museums and other art venues.	Analyze how art exhibited inside and outside of schools (such as in museums, galleries, virtual spaces, and other venues) contributes to communities.	Investigate and explain how and where different cultures record and illustrate stories and history of life through art.	Compare and contrast purposes of art museums, art galleries, and other venues, as well as the types of personal experiences they provide.	Cite evidence about how an exhibition in a museum or other venue presents ideas and provides information about a specific concept or topic.

6. VA:Pr6	7. VA:Pr6	8. VA:Pr6	Prof. VA:Pr6	Acc. VA:Pr6	Adv. VA:Pr6
Assess, explain, and provide evidence of how museums or other venues reflect history and values of a community and/or culture.	Compare and contrast viewing and experiencing collections and exhibitions in different venues (physical and/or virtual).	Analyze why and how an exhibition or collection may influence ideas, beliefs, and experiences.	Analyze and describe the impact that an exhibition or collection has on personal awareness of social, cultural, or political beliefs and understandings.	Make, explain, and justify connections between artists or artwork and social, cultural, and political history.	Curate a collection of objects, artifacts, or artwork to impact the viewer's understanding of social, cultural, and/or political experiences.

1st Reading of BP's and AR's

Comprehensive Local Plan for Special Education (AR 0430)

Regulation updated to reflect **NEW LAW (SB 98, 2020)** which extends, from July 1, 2021 to July 1, 2023, the date by which the Special Education Local Plan Area (SELPA) must include in its local plan an annual assurances support plan demonstrating how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities.

Civility (BP 1313)

New policy addresses the importance of civility to the effective operation of the district, including its role in creating a positive school climate and enabling a focus on student well-being, learning, and achievement. Policy includes First Amendment free speech considerations, behavior that constitutes civil behavior, practices that promote civil behavior, and authorization to educate or provide information to students, staff, parents/guardians, and community members to assist in the recognition, development, and demonstration of civil behavior. Policy also includes material regarding behavior that is disruptive, hinders the orderly conduct of district operations or programs, or creates an unsafe learning or working environment, as well as the prohibition of, and consequences for, behavior which is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence.

Transfer of Funds (BP 3110)

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Federal Grant Funds (BP/AR 3230)

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

Lease-Leaseback Contracts (AR 3311.2)

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

Design-Build Contracts (AR 3311.3)

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

Claims and Actions Against the District (AR 3320)

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Student Activity Funds (BP 3452)

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

School Resource Officers (BP 3515.31)

New policy is for use by districts that choose to employ school resource officers (SROs) or enter into an agreement with local law enforcement for the purpose of providing SROs on school campuses and/or school activities. Policy reflects **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to contracts with local law enforcement into student support services. If the district decides to contract for SROs, the policy advises districts to enter into a memorandum of understanding (MOU) which clearly defines roles, responsibilities, and expectations for the district, school site, law enforcement agency, and individual officers. Policy includes recommended components of the MOU, reflects a requirement for SROs to use de-escalation techniques to mitigate the use of force in accordance with policy adopted by the law enforcement agency, clarifies that SROs should not handle routine disciplinary matters, requires SROs to complete specialized training, and calls for periodic evaluation of disaggregated data on student interactions with SROs to ensure compliance with nondiscrimination provisions of district policy and/or the MOU.

Transportation for Students with Disabilities (BP 3541.2)

A paragraph was added to allow payments to parents at the IRS rate when district-provided transportation is more economical or available roads are impassable or impractical.

Drug and Alcohol Testing for School Bus Drivers (BP/AR 4112.42/4212.42/4312.42)

Policy updated to clarify the obligation of drivers to submit to drug and alcohol testing as required under federal law. Section on "Consequences Based on Test Results" updated to (1) add the agency responsible for reviewing and approving district requests to temporarily remove a driver from safety-sensitive functions before drug test results are verified by a certified medical review officer and (2) describe consequences that will be imposed on drivers based on findings of specific concentrations of alcohol. Policy also clarifies the requirement to ensure that a driver who is offered an opportunity to return to work following a violation first receive an evaluation by a qualified substance abuse professional and successfully comply with the evaluation recommendations. Regulation updated to

clarify that marijuana remains an illegal drug under the federal Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations. Definition of "alcohol concentration" revised to delete information regarding consequences for drivers based on specific alcohol concentrations, now addressed in the BP. Regulation also expands the responsibilities of the designated employer representative pursuant to federal regulations, clarifies requirements pertaining to pre-employment testing including the requirement to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse, and reflects additional requirements related to post-accident testing. New section reflects federal regulations which require districts to report any violation of federal drug and alcohol regulations to the Clearinghouse and conduct inquiries of the Clearinghouse's online database for all drivers employed by the district on an annual basis and before hiring any driver.

Collective Bargaining Agreement (BP 4141/4241)

Revised policy reflects court decision holding that a provision in a collective bargaining agreement that directly conflicts with the Education Code cannot be enforced. Policy also adds language clarifying that, whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail.

Child Abuse Prevention and Reporting (BP/AR 5141.4)

Board policy updated to clarify that districts are not required, but are authorized, to include age-appropriate and culturally sensitive child abuse prevention curriculum in the instructional program, add material regarding displaying posters on campus notifying students of the appropriate telephone number to call to report child abuse or neglect, include the requirement for student identifications cards for students in grades 7-12 to include the National Domestic Hotline telephone number, and clarify that the training regarding duties of mandated reporters be according to law and administrative regulation. Regulation updated to reflect NEW LAW (AB 1145, 2020) which amends the definition of sexual assault for purposes of mandated reporting to not include voluntary conduct in violation of Penal Code 286, 287, or 289 (sodomy, oral copulation, or sexual penetration) if there are no indicators of abuse unless such conduct is between a person who is 21 years of age or older and a minor who is under 16 years of age. Regulation also adds licensees of licensed child day care facilities to the list of mandated reporters, reflects that the California Department of Justice form is now titled BCIA 8572, clarifies that when a staff member or volunteer aide is selected by a child to be present at an interview where child abuse is being investigated that the principal or designee inform the person of specified requirements prior to the interview, and reflects NEW STATE REGULATION (Register 2020, No. 21) which authorizes parents/guardians of special education students to file a complaint with CDE for safety concerns that interfere with the provision of a free appropriate public education pursuant to 5 CCR 3200-3205 rather than through uniform complaint procedures.

Suicide Prevention (BP 5141.42)

Policy updated to expand material regarding stakeholder engagement and best practices for suicide prevention, intervention, and postvention, and for consistency with CDE's Model Youth Suicide Prevention Policy, including an enhanced list of participants for staff development, the importance of resiliency skills to student instruction, the review of materials and resources for alignment with safe and effective messaging, information to be provided to parents/guardians and caregivers, and the establishment of district and/or school site crisis intervention team(s). Policy also updated to clarify that the policy may be reviewed more frequently than the five-year review requirement of law, and that district data pertaining to reports of suicidal ideation, attempts, or death and data that reflect school climate be periodically reviewed to aid in program development. Regulation updated to expand the section on "Staff Development" by adding to the list of participants for suicide prevention training, topics to be included in such training, and additional professional development for specified groups and to enhance the section on "Instruction" by adding to the list of topics to be taught and authorizing the development and implementation of school activities that raise awareness about mental health wellness and suicide prevention. Regulation also updated to include, for districts that have crisis intervention teams, the contact information for district and/or school site crisis intervention team members, add that school counselors may disclose a student's personal information to report child abuse and neglect as required by law, and include providing comfort to a student who has attempted or threatened to attempt suicide.

Safe Routes to School Program (BP/AR 5142.2)

Policy updated to clarify potential liability issues, recognize that active transportation positively impacts student achievement, add material regarding equitable access and opportunity to participate in the district's safe routes to school program, and update information about state and federal grant programs. Regulation updated to reflect current strategies recommended by the U.S. Department of Transportation's Federal Highway Administration and National Center for Safe Routes to School to improve student safety along routes to school and to promote walking, bicycling, and forms of active transport to school. Regulation adds that active transportation positively impacts student achievement; clarifies that offering driver safety information to high school students, parents/guardians, and the community promotes safety around school campuses and routes; and adds strategies related to emerging technologies that aid in the prevention and mitigation of accidents, emergency response in managing injuries after an accident occurs, and equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner.

Search and Seizure (BP 5145.12)

Policy updated to reflect court decision upholding a school policy that called for limited searches without individualized suspicion if students left campus and returned in the middle of the day. Policy also updated to reflect law which places restrictions on searches of electronic devices such as cellular phones, court decision regarding searches of lockers without individualized suspicion, and court decision upholding policy of random weapons screening with a handheld metal detector.

Hate-Motivated Behavior (BP 5145.9)

Policy updated to bolster the governing board's commitment to providing a respectful, inclusive, and safe learning environment, including adding a definition of hate-motivated behavior which incorporates a list of characteristics which may motivate prohibited behavior, reflecting the importance of celebrating diversity, enhancing the list of topics for student instruction and staff development, adding material regarding regularly occurring staff training, and including student and staff discipline for engaging in hate-motivated behavior. Policy also updated to include the requirement to post the policy in a prominent location on the district's website and add that in addition to other staff listed, complaints may be reported to the district's compliance officer.

Education for English Language Learners (E 6174)

The forms have been updated by the EL Coordinator to meet new State requirements.

Facilities Financing (BP 7210)

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

Developer Fees (BP/AR 7211)

Policy updated to include material formerly in the AR pertaining to responsibilities of the board with respect to levying developer fees, such as conducting a fee justification study, holding a public hearing, and adopting a board resolution. Policy also clarifies the applicability of Government Code 65997, which became operative due to the failure of state bond measure Proposition 13 in March 2020 and gives districts the flexibility to deny or refuse a legislative act involving the planning, use, or development of real property, other than requiring a fee in excess of the fee imposed by law. Policy addresses factors that must be included in the fee justification study based on recent court decision. Regulation revised to delete board responsibilities pertaining to the imposition of developer fees, now addressed in the BP, and to require the superintendent or designee to provide specified information regarding capital facilities accounts to the board as well as the public.

Philosophy, Goals, Objectives and Comprehensive Plans

Comprehensive Local Plan for Special Education

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
 - a. Free appropriate public education
 - b. Full educational opportunity
 - c. Child find and referral
 - d. Individualized education programs, including development, implementation, review, and revision
 - e. Least restrictive environment
 - f. Procedural safeguards
 - g. Annual and triennial assessments
 - h. Confidentiality
 - i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program

Comprehensive Local Plan for Special Education (Cont.)

- j. Children in private schools
 - k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
 - l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
 - m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
 - n. Performance goals and indicators
 - o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
 - p. Supplementation of state, local, and other federal funds, including non-supplantation of funds
 - q. Maintenance of financial effort
 - r. Opportunities for public participation before adoption of policies and procedures
 - s. Suspension and expulsion rates
 - t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
 - u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
 - v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

Comprehensive Local Plan for Special Education (Cont.)

3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
4. Beginning July 1, 2023, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
 - a. How the governing board of the SELPA will support participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
 - b. How the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
 - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
5. A description of programs for early childhood special education from birth through five years of age
6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

Comprehensive Local Plan for Special Education (Cont.)

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

State

5 CCR 3000-3089
Ed. Code 56000-56001
Ed. Code 56020-56035
Ed. Code 56040-56046
Ed. Code 56048-56050
Ed. Code 56055
Ed. Code 56060-56063
Ed. Code 56170-56177
Ed. Code 56190-56194
Ed. Code 56195-56195.10
Ed. Code 56205-56208
Ed. Code 56213
Ed. Code 56240-56245
Ed. Code 56300-56385
Ed. Code 56440-56447.1
Ed. Code 56500-56508
Ed. Code 56520-56524
Ed. Code 56600-56606
Ed. Code 56836-56836.05
Gov. Code 7579.5
Gov. Code 95000-95029
W&I Code 361
W&I Code 726

Description

Regulations governing special education
Education for individuals with exceptional needs
Definitions
General provisions
Surrogate parents
Foster parents
Substitute teachers in special education
Children enrolled in private schools
Community advisory committees
Local plans
Local plan requirements 56213 Special education local plan
Special education local plan areas with small or sparse populations
Staff development
Identification and referral, assessment, instructional planning
Programs for individuals between the ages of three and five years
Procedural safeguards, including due process rights
Behavioral interventions
Evaluation, audits and information
Administration of local plan
Surrogate parent, appointment, qualifications, liability
California Early Intervention Services Act
Limitations on parental control
Limitations on parental control

Federal

20 USC 1232g
20 USC 1400-1482
29 USC 794
34 CFR 104.1-104.39
34 CFR 300.1-300.818
34 CFR 300.500-300.520
34 CFR 303.1-303.654
34 CFR 99.10-99.22
42 USC 12101-12213

Description

Family Educational Rights and Privacy Act (FERPA) of 1974
Individuals with Disabilities Education Act
Rehabilitation Act of 1973, Section 504
Section 504 of the Rehabilitation Act of 1973
Assistance to states for the education of students with disabilities
Procedural safeguards and due process for parents and students
Early intervention program for infants and toddlers with disabilities
Inspection, review and procedures for amending education records
Americans with Disabilities Act

Adopted: 9/3/03
Amended: 4/18/07, 5/21/08, 6/17/20

Community Relations

Civility

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

State

CA Constitution Article 1, Section 2
CA Constitution Article 1, Section 28(c)
Civ. Code 51.7
Ed. Code 200-264
Ed. Code 32210
Ed. Code 32211
Ed. Code 32212

Description

Freedom of speech and expression
Right to Safe Schools
Freedom from violence or intimidation
Educational equity
Willful disturbance of public school or meeting
Threatened disruption or interference with classes
Classroom interruptions

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 1313 (b)

Civility (Cont.)

Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 35181	Governing board authority to set policy on responsibilities of students
Ed. Code 35291-35291.5	Rules
Ed. Code 44050	Employee code of conduct; interaction with students
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44810	Willful interference with classroom conduct
Ed. Code 44811	Disruption of classwork or extracurricular activities
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 49330-49335	Injurious objects
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54957.9	Disorderly conduct of general public during meeting; clearing of room
Pen. Code 243.5	Assault or battery on school property
Pen. Code 415.5	Disturbance of peace of school
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes
Pen. Code 626-626.11	School crimes
Pen. Code 627-627.10	Access to school premises
Pen. Code 653.2	Electronic communication devices, threats to safety
Pen. Code 653b	Loitering about schools or public places

Federal

U.S. Constitution

Description

Amendment 1, Freedom of speech and expression

Adopted:

OROVILLE UNION HIGH SCHOOL DISTRICT

Business and Non-instructional Operations

Transfer of Funds

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 3110 (b)

Transfer of Funds (Cont.)

State	Description
Ed. Code 16095	Transfer of district funds to district state school building fund
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	Transfer of monies held in any fund or account to another fund; repayment
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200	Districts governed by boards of education
Ed. Code 52616.4	Expenditures from adult education fund
Ed. Code 78	Definition, governing board

Adopted: 11/4/09
Amended: 3/7/12, 12/18/13

Business and Non-instructional Operations

Federal Grant Funds

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received
2. Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.328 and 200.329
3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest
4. Effective control over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 3230 (b)

Federal Grant Funds (Cont.)

The district shall submit financial and performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted no later than 120 calendar days after the ending date of the grant. (2 CFR 200.301, 200.328, 200.329)

State

Ed. Code 42122-42129

Ed. Code 64001

Description

Budget requirements

School plan for student achievement, consolidated application programs

Federal

2 CFR 180.220

2 CFR 200.0-200.521

2 CFR 200.1-200.99

2 CFR 200.100-200.113

2 CFR 200.317-200.326

2 CFR 200.327-200.329

2 CFR 200.333-200.337

2 CFR 200.400-200.475

2 CFR 200.500-200.521

34 CFR 76.730-76.731

48 CFR 2.101

Description

Amount of contract subject to suspension and debarment rules

Federal uniform grant guidance

Definitions

General provisions

Procurement standards

Monitoring and reporting

Record retention

Cost principles

Audit requirements

Records related to federal grant programs

Federal acquisition regulation; definitions

Adopted: 10/19/16
Amended:

Business and Non-instructional Operations

Federal Grant Funds

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. The Superintendent or designee shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 120 calendar days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.344)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.327 and Appendix II of Part 200, and with any applicable state bidding or procurement law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold established by the district in accordance with 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

Federal Grant Funds (Cont.)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.
4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)
5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR 200.318)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.214)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

Federal Grant Funds (Cont.)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.327)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.313, 200.439)

Conflict of Interest

Governing Board members, district employees, and other district representatives shall not participate in the selection, award, or administration of a contract supported by federal funds if they have a real or apparent conflict of interest, such as when they or a member of their immediate family, their partner, or an organization which employs or is about to employ any of them has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project.

Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

Federal Grant Funds (Cont.)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds shall document the amount of time they spend on grant activities. Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430. (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.334, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.334)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 3230 (e)

Federal Grant Funds (Cont.)

State

Ed. Code 42122-42129

Ed. Code 64001

Description

Budget requirements

School plan for student achievement, consolidated application programs

Federal

2 CFR 180.220

2 CFR 200.0-200.521

2 CFR 200.1-200.99

2 CFR 200.100-200.113

2 CFR 200.317-200.326

2 CFR 200.327-200.329

2 CFR 200.333-200.337

2 CFR 200.400-200.475

2 CFR 200.500-200.521

34 CFR 76.730-76.731

48 CFR 2.101

Description

Amount of contract subject to suspension and debarment rules

Federal uniform grant guidance

Definitions

General provisions

Procurement standards

Monitoring and reporting

Record retention

Cost principles

Audit requirements

Records related to federal grant programs

Federal acquisition regulation; definitions

Adopted: 10/19/16

Amended: 11/27/18

Business and Non-instructional Operations

Lease-Leaseback Contracts

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year for a term not to exceed 99 years, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17403, 17406)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

Procedures for Awarding the Contract

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. Request for Sealed Proposals: The Superintendent or designee shall prepare a request for sealed proposals which shall include:
 - a. An estimate of the project's price
 - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
 - c. The key elements of the contract to be awarded
 - d. A description of the format that proposals shall follow and the elements they shall contain
 - e. The standards the district will use in evaluating proposals and the qualifications of the proposers, including:
 - i. Relevant experience
 - ii. Safety record

Lease-Leaseback Contracts (Cont.)

- iii. Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district
 - iv. Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract
 - v. For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score
 - vi. Other factors established by the district
- f. The date on which proposals are due
 - g. The timetable the district will follow in reviewing and evaluating proposals
 - h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603
2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
 - b. Providing notice in a trade paper of general circulation published in the county where the project is located
- The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.
3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.
4. Evaluation of Proposals: All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district
5. Award of Contract: The award of the contract shall be made by the Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

Lease-Leaseback Contracts (Cont.)

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

6. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Skilled and Trained Workforce

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project.

In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 3311.2 (d)

Lease-Leaseback Contracts (Cont.)

State	Description
Ed. Code 17400	Definitions
Ed. Code 17406	Lease-leaseback contract
Ed. Code 17407.5	Use of a skilled and trained workforce
Pub. Cont. Code 20111.6	Prequalification procedures
Pub. Cont. Code 20112	Notices

Adopted: 7/19/17
Amended:

Business and Non-instructional Operations

Design-Build Contracts

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; Public Contract Code 2600)

1. Performance Specifications: The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. Prequalification: The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
 - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
 - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
 - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25
 - d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

Design-Build Contracts (Cont.)

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. Request for Proposals: The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. Selection Based on Low Bid: For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. Selection Based on Best Value: For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
 - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
 - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Design-Build Contracts (Cont.)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

State	Description
Ed. Code 17250.10-17250.55	Design-build contracts

Adopted: 7/19/17
Amended:

Business and Non-instructional Operations

Claims and Actions Against the District

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)
4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)

Receipt of Claims

A claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Claims and Actions Against the District (Cont.)

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4, 915, 915.2)

Claims and Actions Against the District (Cont.)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8, 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.

Claims and Actions Against the District (Cont.)

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

State	Description
CCP. 340.1	Damages suffered as result of childhood sexual abuse
Ed. Code 35200	Liability for debts and contracts
Ed. Code 35202	Claims against districts; applicability of Government Code
Gov. Code 53051	Information filed with secretary of state and county clerk
Gov. Code 6500-6536	Joint powers agreements
Gov. Code 800	Cost in civil actions
Gov. Code 810-996.6	Government Claims Act
Pen. Code 72	Fraudulent claims

Adopted: 5/5/04
 Amended: 11/4/09, 11/27/18, 12/18/19

Business and Non-instructional Operations

Student Activity Funds

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile co-curricular activities while helping students learn about effective financial practices and develop leadership and management skills. To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

Fundraising

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

Management and Reporting of Funds

Student body funds shall be managed in accordance with law, regulations, Board policies, and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall monitor the budget and periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 3452 (b)

Student Activity Funds (Cont.)

Funds derived from the student body shall be expended according to procedures established by the student organization. All expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student organization accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

State	Description
5 CCR 15501	Food sales in high schools and junior high schools
Ed. Code 35182.5	Contracts for advertising
Ed. Code 35564	Funds, obligation of the student body
Ed. Code 41020	Requirement for annual audit
Ed. Code 48930-48938	Student organizations
Ed. Code 49431.5	Sale of food and beverages, middle and high schools
Ed. Code 51520	Prohibited solicitations on school premises
Ed. Code 51521	Fund-raising project

Approved: 11/28/90
Amended: 2/7/07, 10/3/07

Business and Non-instructional Operations

School Resource Officers

The Governing Board is committed to protecting the safety of students and staff and the security of district property. The district shall develop a multi-tiered approach focused on the prevention of school violence and crime and the development of a positive school culture, which may include providing mental health services and other student support services, implementing restorative justice practices, implementing professional development addressing cultural competency, and employing and/or contracting with a law enforcement agency to provide school resource officers (SROs) on school campuses and/or school activities.

In order to reduce unnecessary law enforcement interactions with students, the Superintendent or designee shall provide training to school staff regarding the role of SROs and the appropriate circumstances for contacting such officers.

The Board shall approve a memorandum of understanding (MOU) with the local law enforcement agency which includes, at a minimum:

1. The purpose of the agreement
2. A clear definition of the roles and responsibilities of the district, school site, law enforcement agency, and SROs, including responsibility for supervision of the SRO
3. The extent to which information will be shared between the district and law enforcement agency consistent with state and federal laws
4. Requirements for qualifications and training of SROs
5. Assigned hours of SRO duty in and around schools
6. Performance monitoring

The Board may expand on the above requirements to include more specific terms, such as acknowledgement of nondiscrimination requirements, training focused on eliminating disproportionalities in SRO contacts with students, and staffing of an SRO position when the assigned SRO is on leave.

Duties

SROs are duly sworn peace officers who are authorized to carry out their duties pursuant to state law.

Job duties of the SRO shall not include the handling of student code of conduct violations or routine student disciplinary matters that should be addressed by school administrators, or conduct that would be better addressed by mental health professionals.

SROs shall be expected to collaborate with district staff in problem solving and, when circumstances warrant intervention with students, to use positive and restorative approaches in accordance with Penal Code 13651. SROs shall use tactics such as de-escalation techniques to mitigate the use of force in an educational setting and shall strictly adhere to the policy on minimum use of force pursuant to Government Code 7286.

School Resource Officers (Cont.)

When approved by the Superintendent or designee, an SRO may provide classroom presentations and/or parent/guardian education pertaining to safety issues and may link students, parents/guardians, and staff with resources and services.

Qualifications of Officers

Prior to beginning their assignment when possible, SROs shall complete specialized training in school policing, the unique experiences of the diverse populations within the school community, and the law enforcement agency's use of force policy.

Nondiscrimination

SROs shall not discriminate against or treat any person differently on the basis 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, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

The Superintendent or designee shall periodically report to the Board disaggregated data on student interactions with SROs to evaluate the appropriateness of such interactions and ensure compliance with the prohibition against nondiscrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SROs with respect to individual students or others on campus.

As necessary, the Superintendent or designee shall develop and implement practices to prevent disproportionality of student interactions with SROs based on student characteristics and to minimize the potential for referrals of students into the juvenile justice system.

Access to Records

SROs shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

SROs shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

Business and Non-instructional Operations

Transportation for Students with Disabilities

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

Payments to parents in lieu of district-provided transportation may be authorized by the Superintendent or designee when it is more economical or available roads are impassable. Mileage will be reimbursed at the current IRS rate for business expenses for the miles the student travels to school and home each day.

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

Transportation for Students with Disabilities (Cont.)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

State

5 CCR 15243
 5 CCR 15271
 Civ. Code 54.1
 Civ. Code 54.2
 Ed. Code 39807.5
 Ed. Code 39839
 Ed. Code 41850-41854
 Ed. Code 48300-48315
 Ed. Code 48915.5
 Ed. Code 56040
 Ed. Code 56195.8
 Ed. Code 56327
 Ed. Code 56345
 Ed. Code 56365-56366.1

Description

Physically handicapped minors
 Exclusion from report
 Service animals
 Guide, signal, or service dogs, right to accompany
 Payment of transportation costs by parents
 Transportation of guide dogs, signal dogs, service dogs
 Allowances for transportation
 Alternative inter-district attendance program
 Recommended expulsion, homeless student with disabilities
 No cost for special education and related services
 Adoption of policies
 Assessment for special education and related services
 Individualized education program contents
 Nonpublic nonsectarian schools or agencies

Federal

20 USC 1400-1482
 28 CFR 35.104
 28 CFR 35.136
 29 USC 794
 34 CFR 104.4
 34 CFR 300.1-300.818
 34 CFR 300.34
 49 CFR 571.222

Description

Individuals with Disabilities Education Act
 Definitions, auxiliary aids and services
 Service animals
 Rehabilitation Act of 1973, Section 504
 Equal opportunity under the Rehabilitation Act of 1973, Section 504
 Individuals with Disabilities Education Act
 Related services
 Federal motor vehicle safety standard #222

Adopted: 4/18/07
 Amended: 11/16/16

Personnel

Drug and Alcohol Testing For School Bus Drivers

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4112.42, 4212.42, 4312.42 (b)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over the drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
 - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
 - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

State	Description
13 CCR 1200-1293	Motor carrier safety
13 CCR 1212-1228	School bus driver requirements
Ed. Code 35160	Authority of governing boards
Gov. Code 8355	Certification of drug-free workplace, including notification
Veh. Code 13376	Driver certificates; revocation or suspension
Veh. Code 34500-34520.5	Safety regulations

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4112.42, 4212.42, 4312.42 (c)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

Federal	Description
21 CFR 1308.11-1308.15	Controlled substances
41 USC 8101-8106	Drug-Free Workplace Act
49 CFR 382.101-382.605	Controlled substance and alcohol use and testing
49 CFR 382.205	On-duty use
49 CFR 382.207	Pre-duty use
49 CFR 382.209	Use following an accident
49 CFR 40.1-40.413	Procedures for transportation workplace drug and alcohol testing programs
49 USC 31306	Alcohol and drug testing

Adopted: 3/21/07
Amended: 10/16/13

Personnel

Drug and Alcohol Testing For School Bus Drivers

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. (49 CFR 40.3, 382.107)

Safety-sensitive function means all time from the time the driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus or other school transportation vehicle; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the vehicle or vehicle equipment; loading or unloading the vehicle; supervising or assisting in the loading or unloading of the vehicle; and repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 382.107)

Designated Employer Representative

The Superintendent or designee shall identify a designated employer representative who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and 382.413, from any employer who has employed the driver at any time during the previous three years. To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions. In addition, the Superintendent or designee shall ask the driver if there was a positive test, or a refusal to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that was not obtained. (49 CFR 40.25, 382.413)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

The driver shall not be permitted to perform safety-sensitive functions if the driver refuses to provide consent to obtain the information from previous employers or from the Clearinghouse; the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district; or the driver, the Clearinghouse, or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413, 382.701, 382.703)

A driver whom the district intends to hire or use shall undergo testing for drugs and receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months from the date of application or participated in a random drug testing program for the previous 12 months from the date of application.
3. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee shall contact the testing program(s) in which the driver has participated and obtain information about the program and the driver's participation as specified in 49 CFR 382.301.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration of less than 0.04. (49 CFR 382.301)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation within eight hours of the accident and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4112.42, 4212.42, 4312.42 (c)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be unannounced and conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors.

Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, a written record of the observations leading to a reasonable suspicion test shall be made and signed by the person who made the observations. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4112.42, 4212.42, 4312.42 (d)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after the driver completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

Notifications

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management
12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

Each driver shall sign a statement certifying receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4112.42, 4212.42, 4312.42 (f)

Drug and Alcohol Testing For School Bus Drivers (Cont.)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

Adopted: 3/21/07
Amended: 10/16/13, 7/19/17

Personnel

Collective Bargaining Agreement

The Governing Board recognizes that collective bargaining agreements are legally binding, bilateral agreements with the exclusive representatives of employees pertaining to terms and conditions of employment. The Board is committed to carrying out the provisions of each agreement and expects the agreements to be consistently and uniformly administered. Following adoption of the collective bargaining agreement, the Superintendent or designee shall review related Board policies and recommend to the Board any action needed to maintain consistency with the agreement. Whenever a Board policy conflicts with a provision in the collective bargaining agreement, the agreement shall be binding for those employees covered by the terms of the agreement. Whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail as to those employees for whom the law applies.

Upon request by the Public Employment Relations Board, the Superintendent or designee shall provide, within 15 days of the request, a copy of the written agreement and any amendments.
(8 CCR 32120)

State	Description
8 CCR 31001-32997	Regulations of employee relations boards
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 35036	Voluntary transfers
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 45220-45320	Merit system, classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act

Adopted: 3/84
Amended: 7/18/07

Students

Child Abuse Prevention and Reporting

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Child Abuse Prevention and Reporting (Cont.)

State	Description
5 CCR 4650	Filing complaints with CDE, special education students
Ed. Code 32280-32289	School safety plans
Ed. Code 33195	Heritage schools, mandated reporters
Ed. Code 33308.1	Guidelines on procedure for filing child abuse complaints
Ed. Code 44252	Teacher credentialing
Ed. Code 44691	Staff development in the detection of child abuse and neglect
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48906	Notification when student released to peace officer
Ed. Code 48987	Dissemination of reporting guidelines to parents
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 51220.5	Parenting skills education
Ed. Code 51900.6	Sexual abuse and sexual assault awareness and prevention
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 152.3	Duty to report murder, rape, or lewd or lascivious act
Pen. Code 273a	Willful cruelty or unjustifiable punishment of child; endangering life or health
Pen. Code 288	Definition of lewd or lascivious act requiring reporting
W&I Code 15630-15637	Dependent adult abuse reporting
Federal	Description
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions

Students

Child Abuse Prevention and Reporting

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of employment (Penal Code 11165.5, 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be legally privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)
6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; licensees, administrators, and employees of a licensed child day care facility; Head Start program teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Child Abuse Prevention and Reporting (Cont.)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on the person's training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, acting in a professional capacity or within the scope of employment, the mandated reporter has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11165.9, 11166.05, 11167) Any district employee who reasonably believes to have observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom the person knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Child Abuse Prevention and Reporting (Cont.)

Such reports shall be made to the following agency(ies):

Butte County Children's Services
78 Table Mountain Blvd.
Oroville, CA 95965
(800) 400-902

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall prepare and either send, fax, or electronically transmit to the appropriate agency a written follow-up report, which includes a completed California Department of Justice (DOJ) form (BCIA 8572). (Penal Code 11166, 11168)
The DOJ form may be obtained from the district office or other appropriate agencies, such as the police department, sheriff's department, or county probation or welfare department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to the mandated reporter. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose the mandated reporter's identity to a supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

Child Abuse Prevention and Reporting (Cont.)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, or within the first six weeks of employment if hired during the school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services (CDSS). (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

Whenever CDSS or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform the person of the following requirements prior to the interview: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable the child to be as comfortable as possible.

Child Abuse Prevention and Reporting (Cont.)

2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those guidelines and/or procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters. In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 3200-3205.

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167.

The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of the person's position shall sign a statement indicating knowledge of the reporting obligations under Penal Code 11166 and compliance with such provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Child Abuse Prevention and Reporting (Cont.)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of the mandated reporter's professional capacity or outside the scope of employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that the person knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, the mandated reporter may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166) No employee shall be subject to any sanction by the district for making a report unless it can be shown that the employee knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166, 11172)

State

5 CCR 4650
Ed. Code 32280-32289
Ed. Code 33195
Ed. Code 33308.1
Ed. Code 44252
Ed. Code 44691
Ed. Code 44807
Ed. Code 48906
Ed. Code 48987
Ed. Code 49001
Ed. Code 51220.5
Ed. Code 51900.6
Pen. Code 11164-11174.3
Pen. Code 152.3
Pen. Code 273a
Pen. Code 288
W&I Code 15630-15637

Description

Filing complaints with CDE, special education students
School safety plans
Heritage schools, mandated reporters
Guidelines on procedure for filing child abuse complaints
Teacher credentialing
Staff development in the detection of child abuse and neglect
Teachers' duty concerning conduct of students
Notification when student released to peace officer
Dissemination of reporting guidelines to parents
Prohibition of corporal punishment
Parenting skills education
Sexual abuse and sexual assault awareness and prevention
Child Abuse and Neglect Reporting Act
Duty to report murder, rape, or lewd or lascivious act
Willful cruelty or unjustifiable punishment of child; endangering life or health
Definition of lewd or lascivious act requiring reporting
Dependent adult abuse reporting

Federal

42 USC 11434a

Description

McKinney-Vento Homeless Assistance Act; definitions

Students

Suicide Prevention

The Governing Board recognizes that suicide is a leading cause of death among youth, prevention is a collective effort that requires stakeholder engagement, and school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other trauma associated with suicide, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers
2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide
5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis

Suicide Prevention (Cont.)

6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts
8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

State	Description
Ed. Code 215	Student suicide prevention policies
Ed. Code 215.5	Student identification cards, inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 49060-49079	Student records
Ed. Code 49602	Confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	Government Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act

Adopted: 12/7/11
 Amended: 7/19/17, 2/13/19, 11/20/19

Students

Suicide Prevention

Staff Development

Suicide prevention training shall be provided to teachers, interns, counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers. The training shall be offered under the direction of a district counselor, psychologist, and/or social worker who has received advanced training specific to suicide and who may collaborate with one or more county or community mental health agencies.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services.

Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors
3. Identification of students who may be at risk of suicide, including, but not limited to, warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide
6. The importance of early prevention and intervention in reducing the risk of suicide
7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed

Suicide Prevention (Cont.)

9. District procedures for responding after a suicide has occurred
10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age and developmentally appropriate manner and shall be designed to help students:

1. Identify and analyze warning signs and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide
2. Develop coping and resiliency skills for dealing with stress and trauma, and building self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults; school resources, including the district's suicide prevention, intervention, and referral procedures; and/or community crisis intervention resources where youth can get help
5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention
6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/ guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Suicide Prevention (Cont.)

Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, school counselor, or designated reporter, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11164-11174.3. (Education Code 49602)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

Suicide Prevention (Cont.)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

State	Description
Ed. Code 215	Student suicide prevention policies
Ed. Code 215.5	Student identification cards, inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 49060-49079	Student records
Ed. Code 49602	Confidentiality of student information
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	Government Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act

Adopted: 12/7/11
Amended: 7/19/17, 2/13/19

Students

Safe Routes to School

The Governing Board recognizes that walking, bicycling, and other forms of active transport to school increase students' physical activity and reduce vehicle traffic and air pollution in the vicinity of schools. As part of the district's coordinated approach to supporting student wellness and safety and enhancing student learning and achievement, the Superintendent or designee shall develop and implement strategies to establish and encourage safe routes to school program activities.

All students shall have equitable access and opportunity to participate in the district's safe routes to school program.

The Superintendent or designee may appoint a program coordinator and identify or establish district and/or school site committees to oversee and coordinate related activities.

The Superintendent or designee may collaborate with local public works and public safety departments, transportation agencies, other city and county agencies, school staff, students, parents/guardians and parent organizations, health organizations, community organizations, and/or businesses in the development, implementation, and evaluation of strategies.

Strategies in support of the safe routes to school program shall be based on the grade levels of the students and an assessment of the conditions and needs of each school and the surrounding neighborhoods.

The Superintendent or designee shall explore the availability of grant funds and other sources of funding to support related projects and activities.

The Superintendent or designee shall periodically report to the Board on the implementation of program activities and progress toward program goals. Such reports may include, but are not limited to, levels of participation in promotional and educational activities, survey results of parent/guardian attitudes about allowing their child to walk or bicycle to school, tallies of the numbers of students using various modes of travel to and from school and how these numbers have changed over time, records of student attendance and on-time arrival, and injury data within the school and/or district attendance boundaries.

State

Ed. Code 32283
Ed. Code 45450-45451
Gov. Code 65352.2
S&H Code 2333.5
Veh. Code 21200-21212
Veh. Code 21212
Veh. Code 21949-21971

Description

Comprehensive safety plan
Crossing guards
General planning; communication between cities, counties and school districts
Safe routes to schools construction program
Operation of bicycles
Helmet required for bicycle, non-motorized scooter, skateboard, skates
Pedestrian rights and duties

Federal

23 USC 148
42 USC 1758b

Description

Highway safety improvement program
Local wellness policy

Adopted: 12/7/11
Amended:

Students

Safe Routes to School

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:
 - a. Instructing students about pedestrian, bicycle, and personal safety
 - b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school
 - c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes
2. Encouragement strategies designed to generate interest in active transport to school, such as:
 - a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
 - b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
 - c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options
3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
 - a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs
 - b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
 - c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or non-motorized scooters wear helmets in accordance with Vehicle Code 21212
4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
 - a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school

Safe Routes to School (Cont.)

- b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
 - c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas
 - d. Considering safe routes to school when making decisions about siting and designing of new schools
5. Evaluation to assess progress toward program goals, including:
- a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board
 - b. Presenting data to the Board, program partners, and the public
 - c. Recommending program modifications as needed
6. Emerging technologies that aid in the prevention and mitigation of accidents
7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures
8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner

State

Ed. Code 32283
 Ed. Code 45450-45451
 Gov. Code 65352.2
 S&H Code 2333.5
 Veh. Code 21200-21212
 Veh. Code 21212
 Veh. Code 21949-21971

Description

Comprehensive safety plan
 Crossing guards
 General planning; communication between cities, counties and school districts
 Safe routes to schools construction program
 Operation of bicycles
 Helmet required for bicycle, non-motorized scooter, skateboard, skates
 Pedestrian rights and duties

Federal Description

23 USC 148
 42 USC 1758b

Highway safety improvement program
 Local wellness policy

Adopted: 12/7/11
 Amended:

Students

Search and Seizure

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise discretion and use good judgment when conducting searches.

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

Searches Based on Individualized Suspicion

School officials may search an individual student, the student's property, or district property under the student's control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

Search and Seizure (Cont.)

Searches of Student Lockers and Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Use of Metal Detectors

The Board finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors as necessary to keep weapons out of schools and help provide a safe learning environment. The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

Use of Contraband Detection Dogs

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without individualized suspicion.

State	Description
CA Constitution Article I, Section 28(c)	Right to Safe Schools
Ed. Code 32280-32289	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49330-49334	Injurious objects
Pen. Code 626.10	Dirks, daggers, knives or razor
Pen. Code 626.9	Firearms

Adopted: 12/98
Amended: 8/15/07, 2/2/11

Students

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices

Hate-Motivated Behavior (Cont.)

3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Ed. Code 32282	School safety plans
Ed. Code 48900.3	Suspension for hate violence
Ed. Code 48900.4	Suspension or expulsion for threats or harassment
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes

Hate-Motivated Behavior (Cont.)

Federal	Description
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 106.8	Designation of responsible employee for Title IX
34 CFR 110.25	Prohibition of discrimination based on age

Adopted: 8/15/07
Amended: 2/17/10, 6/13/18

Facilities

Facilities Financing

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary when it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that will best serve district needs as identified in the district's master plan for school facilities.

Funding alternatives may include, but are not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998
2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act
3. Forming a school facilities improvement district pursuant to Education Code 15300-15425
4. Issuing voter-approved general obligation bonds
5. Imposing a parcel tax pursuant to Government Code 50079
6. Using lease revenues for capital outlay purposes from surplus school property
7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

State	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act
CA Constitution Article 13D, Sections 1-6	Assessment and property related fee reform
Ed. Code 15100-17059.2	School bonds
Ed. Code 15122.5	Ballot statement
Ed. Code 15300-15327	School facilities improvement districts
Ed. Code 17000-17059.2	State School Building Lease-Purchase Law of 1976
Ed. Code 17060-17066	Joint venture school facilities construction projects
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17085-17095	State Relocatable Classroom Law of 1979
Ed. Code 17582	District deferred maintenance fund
Ed. Code 17620-17626	Levies against development projects by school districts

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 7210 (b)

Facilities Financing (Cont.)

Ed. Code 17621	Procedures for levying fees
Gov. Code 50075-50077	Voter-approved special taxes
Gov. Code 50079	School districts; qualified special taxes
Gov. Code 53175-53187	Integrated Financing District Act
Gov. Code 53311-53368.3	Mello-Roos Community Facilities Act of 1982
Gov. Code 53753	Assessment notice and hearing requirements
Gov. Code 53753.5	Exemptions
Gov. Code 54954.1	Mailed notice to property owners
Gov. Code 54954.6	New or increased tax or assessment; public meetings and hearings; notice
Gov. Code 6061	One time notice
Gov. Code 6066	Two weeks' notice
Gov. Code 65864-65867	Development agreements
Gov. Code 65970-65980.1	School facilities development project
Gov. Code 65995-65998	Payment of fees against a development project
Gov. Code 66000-66008	Fees for development projects
Gov. Code 66016-66018.5	Development project fees
Gov. Code 66020-66025	Protests and audits
H&S Code 33445.5	Overcrowding of schools resulting from redevelopment
H&S Code 33446	School construction by redevelopment agency
Uncodified Statutes	
17696-17696.98	Greene-Hughes School Building Lease-Purchase Bond Law of 1986

Adopted: 2/20/08
Amended:

Facilities

Developer Fees

In order to finance the construction or reconstruction of school facilities needed to accommodate increased student enrollment resulting from new development, the Governing Board may establish, levy, and collect developer fees on residential, commercial, and industrial construction within the district, subject to restrictions specified by law.

Level 1 Fees: Residential, Commercial and Industrial Construction

Before taking action to establish, increase, or impose Level 1 developer fees, the Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the facility or portion of the facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, the use to which the fee is to be put, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001

Developer Fees (Cont.)

3. If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

Level 2 Fees: Residential Construction

In order to impose Level 2 residential construction fees within the limits of Government Code 65995.5, the Board shall, in addition to fulfilling the requirements above for Level 1 fees, undertake the following: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board (SAB) for new construction funding and be determined to be eligible by SAB
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis shall not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

Not less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

Developer Fees (Cont.)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Fees: Residential Construction

When Level 3 fees are authorized by law and the district qualifies for Level 2 fees pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to Government Code 65995.7.

The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 fees shall be the same as the requirements for Level 2 fees as specified above. (Government Code 65995.7)

Use of Fees

The Board shall review information provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been deposited, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 7211 (d)

Developer Fees (Cont.)

State	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act
Ed. Code 101122	Schedule for allocation of proceeds from sale of bonds
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17582	District deferred maintenance fund
Ed. Code 17620-17626	Levies against development projects by school districts
Gov. Code 6061	One time notice
Gov. Code 6066	Two weeks' notice
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65864-65869.5	Development agreements
Gov. Code 65995-65998	Payment of fees against a development project
Gov. Code 66000-66008	Fees for development projects
Gov. Code 66016-66018.5	Development project fees
Gov. Code 66020-66025	Protests and audits

Adopted: 10/1/03
Amended:

Facilities

Developer Fees

The district shall send a copy of any Governing Board resolution adopting or increasing Level 1, 2, or 3 developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public and the Board the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement

Developer Fees (Cont.)

7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Developers of residential, commercial, and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board which shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

State	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act
Ed. Code 101122	Schedule for allocation of proceeds from sale of bonds
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17582	District deferred maintenance fund
Ed. Code 17620-17626	Levies against development projects by school districts

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 7211 (c)

Developer Fees (Cont.)

Gov. Code 6061	One time notice
Gov. Code 6066	Two weeks' notice
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65864-65869.5	Development agreements
Gov. Code 65995-65998	Payment of fees against a development project
Gov. Code 66000-66008	Fees for development projects
Gov. Code 66016-66018.5	Development project fees
Gov. Code 66020-66025	Protests and audits

Approved: 10/1/03
Amended:



Oroville Union High School District

RECLASSIFICATION Form

Grades 9-12

Student ID # _____ Birthdate: _____ Today's Date: _____
Student's Name: _____ Primary Language _____
School _____ Form Completed By _____

CRITERIA FOR RECLASSIFICATION

1. English Language Proficiency Assessment:

ELPAC Overall Proficiency Level _____ Are Composite Domain scores **Level 3** or above? *circle* Yes No
(must be **Level 4**) Date of ELPAC Assessment ____/____/____

2. Teacher Evaluation:

Classroom-based performance from teacher(s) supports reclassification? *circle* Yes No (Attach Teacher Input Form.)

3. Parental Opinion and Consultation:

Parental response to RFEP recommendation letter: *circle* no parent response parent approves parent desires conference

** If no parent communication within 10 days, district will proceed with reclassification. Indicate communication method used:*

phone _____ letter _____ e-mail _____ meeting _____
(enter date) (enter date) (enter date) (enter date)

4. Comparison of Performance in Basic Skills:

Writing Sample minimum score of 15 on a 4-Point Argumentative Writing Rubric: _____ Date ____/____/____
Any individual scores below 3? *circle* Yes No (If YES, area not met.)

AND

MAP Reading 6+ score _____ (Minimum score of 215 required.) Date ____/____/____

Special Circumstances considered? *circle* Yes No IEP or 504 Plan? *circle* Yes No

Student Meets Reclassification Criteria? *circle* Yes No

This student is eligible for reclassification from English Language Learner to Fluent English Proficient. Following reclassification, the student will be mainstreamed into the regular instructional program. A follow-up analysis will be conducted for two years and until ELA Benchmark scores are a "3" or above for three years to ensure the student's successful transition. **Final decision regarding reclassification can be made by Superintendent when eligibility is questionable.**

EL Program Representative

Date

☐ RFEP status in AERIES changed by D.O.

Principal Signature

Date

☐ Form to be placed in cumulative folder

Director of Education

Date



Oroville Union High School District
SPECIAL CIRCUMSTANCE
RECLASSIFICATION Form
Grades 9-12

State Student ID # _____ Birthdate: _____ Today's Date: _____
Student's Name: _____ Primary Language _____
School _____ Form Completed By _____

CRITERIA FOR RECLASSIFICATION

1. English Language Proficiency Assessment:

ELPAC Overall Proficiency Level _____ Are Composite Domain scores Level 3 or above? *circle* Yes No
(must be Level 4) Date of ELPAC Assessment ____/____/____

2. Teacher Evaluation:

Having incurred deficits in motivation and academic success unrelated to English Language Proficiency (i.e., disability) do not preclude a student from reclassification.

Classroom-based performance from teacher(s) supports reclassification? *circle* Yes No (Attach Teacher Input Form.)

3. Parental Opinion and Consultation:

Parental response to RFEP recommendation letter: *circle* no parent response parent approves parent desires conference

** If no parent communication within 10 days, district will proceed with reclassification. Indicate communication method used:*

phone _____ letter _____ e-mail _____ meeting _____
(enter date) (enter date) (enter date) (enter date)

4. Comparison of Performance in Basic Skills:

A. Writing Sample minimum score of 15 on a 4-Point Argumentative Writing Rubric: _____ Date ____/____/____
Any individual scores below 3? *circle* Yes No (If YES, area not met.)

AND

B. MAP Reading 6+ score _____ (Minimum score of 215 required.) Date ____/____/____

C. If basic skills are not within the above levels, indicate the most appropriate response to help determine if factors other than English language proficiency are responsible for limited achievement in ELA:

- a. Student's basic skills in ELA appear to be commensurate with his/her intellectual ability due to a disability versus a language difference. Primary language assessments indicate similar levels of academic performance. *circle* Yes No
- b. Error patterns mirror the patterns of errors made by students with a similar disability versus peers with language differences. *circle* Yes No

Student Meets Reclassification Criteria? *circle* Yes No

This student is eligible for reclassification from English Language Learner to Fluent English Proficient. Following reclassification, the student will be mainstreamed into the regular instructional program. A follow-up analysis will be conducted for two years and until ELA Benchmark scores are a "3" or above for three years to ensure the student's successful transition. **Final decision regarding reclassification can be made by Superintendent when eligibility is questionable.**

EL Program Representative

Date

☐ RFEP status in AERIES changed by D.O.

Principal Signature

Date

☐ Form to be placed in cumulative folder

Director of Education

Date



Oroville Union High School District

Annual Parent Notification Letter

Federal Title I or Title III and State Requirements

To the parent(s)/guardian(s) of:

School:

Date:

State Student ID #:

Date of Birth:

Grade:

Primary Language:

Dear Parent(s) or Guardian(s): Your child continues to be identified as an English learner. Each year, we are required to assess your child and notify you of your child's proficiency level in English. We must inform you of the language acquisition program options available. From these options you may choose the one that best suits your child (California *Education Code (EC)* Section 310). This letter also contains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

Language Assessment Results

(20 U.S.C. Section 6312[e][3][A][ii])

Composite Domains	English Language Proficiency Assessments for California (ELPAC) Scale Score	ELPAC Performance Level
Overall	<i>[insert overall scale score]</i>	<i>[insert overall performance level]</i>
Oral Language	<i>[insert oral language scale score]</i>	<i>[insert oral language performance level]</i>
Written Language	<i>[insert written language scale score]</i>	<i>[insert written language performance level]</i>

Domain	ELPAC Performance Level
Listening	<i>[insert listening performance level]</i>
Speaking	<i>[insert speaking performance level]</i>
Reading	<i>[insert reading performance level]</i>
Writing	<i>[insert writing performance level]</i>

Your child is participating in an Individualized Education Program (IEP), which is on file: [Yes or No]

A description of how your child's program placement will contribute to meeting the objectives of the IEP is contained in the current IEP (20 U.S.C. Section 6312[e][3][A][vii]).

Exit (Reclassification) Criteria

(20 U.S.C. Section 6312[e][3][A][vi])

The goal of language acquisition programs is for EL students to become proficient in English as rapidly as possible and to meet state academic achievement measures. The Oroville Union High School District exit (reclassification) criteria are listed below.

Required Criteria (<i>EC</i> Section 313[f])	OUHSD Criteria
English Language Proficiency Assessment	<i>ELPAC Overall Performance Level 4 and no Composite Domain scores below Level 3</i>
Teacher Evaluation	<i>English class grade "C" or better on most recent report card or ELA/ELD Teacher Recommendation</i>
Parental Opinion and Consultation	<i>Parental response to RFEP recommendation letter via phone contact, letter, email or meeting</i>
Comparison of Performance in Basic Skills	<i>MAP Reading 6+ minimum score of 215 required, and...</i>

Writing Sample minimum score of 15 on a 4-Point Argumentative Rubric **and** no individual scores below a "3".

Academic Achievement Results
(20 U.S.C. Section 6312[e][3][A][ii])

Skill Area	Smarter Balanced Assessment Consortium (SBAC) or Local Measures	Other Measure
English Language Arts	CAASP:	MAP Reading 6+ score:

Graduation Rate for English Learners
(20 U.S.C. Section 6312[e][3][A][vi])

The expected rate of graduation for students in this program is [insert the rate] percent. Local educational agency (LEA) graduation rates are displayed on the Graduate Data report, which is available on the California Department of Education DataQuest web page at <http://dq.cde.ca.gov/dataquest/>.

Choosing a Language Acquisition Program

Parents or guardians may choose a language acquisition program that best suits their child (*EC* Section 310). Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible. They provide instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards (20 U.S.C. Section 6312[e][3][A][iii],[v]); *EC* Section 306[c]).

Language Acquisition Programs Offered

We are required to offer, at a minimum, a **Structured English Immersion (SEI)** program option (*EC* Section 305[a][2]).

Structured English Immersion Program: A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for students who are learning English. At minimum, students are offered Designated ELD and provided access to grade level academic subject matter content with Integrated ELD.

Parents or guardians may choose a language acquisition program that best suits their child. Schools in which the parents or guardians of 30 students or more per school or the parents or guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible (20 U.S.C. Section 6312[e][3][A][viii][III]); *EC* Section 310[a]).

Parents or guardians may provide input regarding language acquisition programs during the development of the Local Control and Accountability Plan (*EC* Section 52062). If interested in a different program from those listed above, please contact OUHSD Director of Education, Mr. Kevin Simas, at (530) 538-2300, extension 1104, to ask about the process.

Although schools have an obligation to serve all EL students, parents or guardians of English learners have a right to decline or opt their children out of a school's EL program or out of particular EL services within an EL program. If parents or guardians opt their children out of a school's EL program or specific EL services, the children retain their status as English learners. The school remains obligated to take the affirmative steps required by Title VI of the Civil Rights Act of 1964 and the appropriate actions required by the Equal Education Opportunity Act of 1974 to provide EL students access to its educational programs (20 U.S.C. sections 1703[f], 6312[e][3][A][viii]).

Sincerely,



Kevin Simas, OUHSD Director of Education



Oroville Union High School District

Daim Ntawv Ceeb Toom Rau Niam Txiv Txhua Xyoo

Tsoom Fwv Txoj Cai Tshooj I los sis Tshooj III thiab Lub Xeev Cov Cai

Txog rau tus (cov) niam txiv/tus (cov) siab xyuas ntawm: *[Insert student first and last name]*
 Tsev Kawm Ntawv: *[Insert school name]*
 Hnub Tim: *[Insert date]*
 Tus Nab Npawb (ID) Qhia Txog Tub Ntxhais Kawm Ntawv Hauv Xeev #: *[Insert state student ID #]*
 Hnub Yug: *[Insert date of birth]*
 Qib Kawm: *[Insert grade]*
 Thawj Hom Lus Hais: *[Insert primary language]*

Nyob Zoo Txog Niam Txiv los sis Tus (Cov) Neeg Saib Xyuas: Pom tau tias koj tus me nyuam tseem yuav tau ua tus kawm ntawv As Kiv txuas mus ntxiv. Txhua xyoo, peb yuav tshuaj ntsuam txog koj tus me nyuam thiab ceeb toom rau koj txog ntawm koj tus me nyuam qib kev txawj ntawv As Kiv. Peb yuav tsum ceeb toom rau koj txog ntawm kev xaiv hom lus uas txoj kev kawm tau muaj. Los ntawm cov hauv kev xaiv no, koj yuav xaiv tau ib qhov uas phim koj tus me nyuam tshaj plaws (California *Tsab Cai Kev Kawm Ntawv (EC) Nqe 310*). Daim ntawv no muaj txoj cai uas tus tub ntxhais kawm ntawv yuav tau ua kom kawm dhau qhov ua tus kawm Lus As Kiv (EL) (20 U.S.C. Nqe 6312[e][3][A][i],[vi]).

Cov Kev Tshuaj Ntsuam Lus Tau Los (20 U.S.C. Nqe 6312[e][3][A][ii])

Cov Yam Kawm Uas Muaj	Cov Kev Ntsuam Xyuas Kev Paub Ntawv As Kiv rau California (ELPAC) Cov Qhab Nia	ELPAC Qib Kev Ua Tau Zoo
Xam Thoob Plaws	<i>[Insert overall scale score]</i>	<i>[Insert overall performance level]</i>
Lus Hais Ntawm Ncauj	<i>[Insert oral language scale score]</i>	<i>[Insert oral language performance level]</i>
Lus Hais Sau Ua Ntawv	<i>[Insert written language scale score]</i>	<i>[Insert written language performance level]</i>

Yam Kawm	ELPAC Qib Kev Ua Tau Zoo
Kev Mloog	<i>[Insert listening performance level]</i>
Kev Hais Lus	<i>[Insert speaking performance level]</i>
Kev Nyeem	<i>[Insert reading performance level]</i>
Kev Sau Ntawv	<i>[Insert writing performance level]</i>

Koj tus me nyuam tab tom koom nrog Txoj Kev Kawm Ntawv As Kiv Ntiag Tug (IEP), qhov uas muaj sau cia lawm *[Yes or No]*

Piav qhia txog txoj hauv kev uas koj tus me nyuam txoj kev kawm muaj kev hloov pauv uas yuav pab txhawb tau lub rooj sib tham cov hom phiaj ntawm IEP uas tau muab los nrog no (20 U.S.C. Nqe 6312[e][3][A][vii]).

Txoj Cai Kawm Dhau (Rov Teeb Dua Tshiab) (20 U.S.C. Nqe 6312[e][3][A][vi])

Lub hom phiaj ntawm cov kev kawm yog rau cov tub ntxhais kawm ntawv EL kom paub ntawv As Kiv zoo ceev li ceev tau thiab ua kom tau raws lub xeev txoj cai kev kawm tau ntawv. Qhov Oroville Union High School District txoj cai kawm dhau (rov teeb dua tshiab) li tau teev npe hauv qab no.

Txoj Cai Yuav Tau Ua (EC Nqe 313[f])	OUHSD Txoj Cai
Cov Kev Ntsuam Xyuas Kev Paub Ntawv As Kiv	ELPAC Zuag qhia tag nrho Qib 4 thiab tsis muaj Cov Ntawv Sib Sau Cov qhab nia qis dua Qib 3

Tus Kws Qhia Ntawv Ntsuam Xyuas	<i>Cov chav kawm lus Askiv qib "C" lossis zoo dua ntawm daim ntawv tshaj tawm tsis ntev los no lossis ELA/ELD Cov Kws Qhia Ntawv Pom Zoo</i>
Niam Txiv Kev Xav thiab Kev Sab Laj	<i>Niam txiv teb rau tsab ntawv pom zoo RFEP ntawm kev hu xov tooj, ntawv, email lossis rooj sib tham</i>
Sib Piv Qhov Ua Tau Theem Qis	<i>MAP Nyeem Ntawv 6+ tus qhab nia tsawg kawg ntawm 215 xav tau, thiab...</i>
	<i>Kev Sau Qauv Piv txwv yam tsawg kawg ntawm 15 ntawm 4-Point Argumentative Rubric thiab tsis muaj tus qhab nia qis dua tus "3"</i>

Cov Txiaj Ntsig Ntawm Kev Kawm Ntawv Tau Zoo
(20 U.S.C. Nqe 6312[e][3][A][ii])

Cheeb Tsam Qhov Txawj	Paub Ntaus Nqi Txog Qhov Xwm Yeem Yam Tshaj Lij (SBAC) los sis Kev Ntsuam Xyuas Hauv Cheeb Tsam	Lwm Yam Kev Ntsuam Xyuas
Fab Kawm Ntawv As Kiv	CAASP:	MAP Reading 6+ score:

Cov Kawm Ntawv As Kiv Qib Kev Kawm Tiav
(20 U.S.C. Nqe 6312[e][3][A][vi])

Qib tau vam tseg ntawm cov tub ntxhais kawm ntawv kev kawm tiav nyob rau hauv txoj kev kawm no 93.8% feem pua. Lub chaw qhia ntawv hauv zos (LEA) qib kev kawm tiav tau muab tso rau hauv daim ntawv tshaj tawm Ntaub Ntawv Kawm Tiav, qhov muaj nyob rau ntawm California Fab Hauj Lwm Saib Xyuas Kev Kawm DataQuest lub vev xaib ntawm <http://dq.cde.ca.gov/dataquest/>.

Kev Xaiv Txoj Kev Kawm Hais Lus

Tej zaum cov niam txiv los sis cov saib xyuas yuav xaiv ib txoj kev kawm lus uas phim lawv tus me nyuam tshaj plaws (EC Nqe 310). Cov kev kawm lus yog cov kev kawm ntawv uas tau tsim los ua kom muaj kev kawm tau lus As Kiv sai thiab kawm tau zoo li qhov ua tau. Lawv muaj lus qhia rau cov kawm ntawv As Kiv saib raws lub xeev tus qauv kev kawm tau ntawv, suav nrog rau kev tsim kho kev paub ntawv As Kiv (ELD) cov qauv cai (20 U.S.C. Nqe 6312[e][3][A][iii],[v]); EC Nqe 306[c]).

Tau Muab Cov Kev Kawm Hais Lus

Yuav kom peb muab, qhov qib tsawg kawg, hauv kev xaiv tus **Qauv Qhia Ntawv As Kiv (SEI)** (EC Nqe 305[a][2]).

Tus Qauv Txoj Kev Kawm Ntawv As Kiv: Txoj kev kawm lus As Kiv rau cov tub ntxhais kawm uas yuav luag txhua lub chav kawm muaj qhia ua lus As Kiv, tab sis yam kawm thiab tej ntaub ntawv coj los qhia yog teeb tseg rau cov tub ntxhais kawm ntawv uas tab tom kawm ntawv As Kiv. Qib qis kawg, cov tub ntxhais kawm ntawv yuav tau txais kev tshaj qhia txog Yam Kawm ELD thiab ua kom mus saib tau cov ntsiab lus txog yam kawm nrog rau muab ELD Sib Sau Ua Ke.

Tej zaum cov niam txiv los sis cov saib xyuas yuav xaiv ib txoj kev kawm lus uas phim lawv tus me nyuam tshaj plaws. Cov tsev kawm ntawv uas cov niam txiv los sis cov saib xyuas ntawm 30 tus tub ntxhais kawm ntawv los sis coob dua nyob rau ib lub tsev kawm ntawv los sis cov niam thiab txiv los sis cov saib xyuas rau 20 tus tub ntxhais kawm ntawv los sis coob dua nyob rau qib kawm uas thov kawm lus tau teeb los muab ua lus qhia yuav tau muab txoj kev kawm no rau los ua kom tau raws li (20 U.S.C. Nqe 6312[e][3][A][viii][III]); EC Nqe 310[a]).

Tej zaum cov niam txiv los sis cov saib xyuas yuav muab tswv yim hais txog cov kev kawm lus ncuu sij hawm kev txhim kho Lub Phiaj Xwm Qhov Muaj Peev Xwm Kawm thiab Kev Kav Tswj Hauv Cheeb Tsam (EC Nqe 52062). Yog tias nyiam lwm txoj kev kawm dhau li ntawm qhov piav los saum toj no, thov txuas lus nrog *OUHSD Director of Education, Mr. Kevin Simas, at (530) 538-2300, extension 104*, los nug txog ntawm qhov kev lis hauj lwm.

Txawm tias cov tsev kawm ntawv yuav muaj lub luag hauj lwm los pab rau txhua cov tub ntxais kawm EL, niam thiab txiv los sis cov saib xyuas ntawm cov kawm ntawv As Kiv muaj cai los tsis kam los sis xaiv tau lawv cov me nyuam tawm ntawm lub tsev kawm ntawv txoj kev kawm EL los sis tawm ntawm cov kev pab cuam EL li ib txwm nrog rau txoj kev kawm EL. Yog tias cov niam txiv los sis cov saib xyuas yuav xaiv muab lawv tus me nyuam tawm ntawm tsev kawm ntawv txoj kev kawm EL los sis qhov kev pab cuam tshwj xeeb EL, cov me nyuam tseem tau txais qib ua cov kawm ntawv As Kiv. Tsev kawm ntawv tseem yuav

tau ua raws cov kauj ruam kev lees lav los ntawm Tshooj VI ntawm Tsab Cai Pej Xeem Qhov Muaj Cai (Civil Rights Act of 1964) thiab cov kev nqis tes uas phim rau uas yuav tsum tau ua raws li Tsab Cai Qhov Muaj Vaj Huam Sib Luag Rau Kev Kawm (Equal Educational Opportunity Act of 1974) los ua kom cov tub ntxhais kawm ntawv EL mus siv tau cov kev kawm ntawv (20 U.S.C. nqe 1703[f], 6312[e][3][A][viii]).

Sincerely,



Kevin Simas, OUHSD Director of Education



Oroville Union High School District

ਸਾਲਾਨਾ ਮਾਪਿਆਂ ਲਈ ਸੂਚਨਾ ਪੱਤਰ
ਸੰਖੀ ਸਿਰਲੇਖ I ਜਾਂ ਸਿਰਲੇਖ III ਅਤੇ ਰਾਜ ਦੀਆਂ ਜ਼ਰੂਰਤਾਂ

ਇਸ ਦੇ ਮਾਪੇ/ਸਰਪ੍ਰਸਤ(ਤਾਂ) ਲਈ: **[Insert student first and last name]**

ਸਕੂਲ: **[Insert school name]**

ਤਾਰੀਖ: **[Insert date]**

ਰਾਜ ਵਿਦਿਆਰਥੀ ID #: **[Insert state student ID #]**

ਜਨਮ ਤਾਰੀਖ: **[Insert date of birth]**

ਗ੍ਰੇਡ: **[Insert grade]**

ਮੁੱਖ ਭਾਸ਼ਾ: **[Insert primary language]**

ਪਿਆਰੇ ਮਾਪੇ ਜਾਂ ਸਰਪ੍ਰਸਤ: ਤੁਹਾਡੇ ਬੱਚੇ ਦੀ ਪਛਾਣ ਅੰਗ੍ਰੇਜ਼ੀ ਸਿੱਖਣ ਵਾਲੇ ਵਜੋਂ ਕੀਤੀ ਜਾਂਦੀ ਹੈ। ਹਰ ਸਾਲ ਸਾਨੂੰ ਤੁਹਾਡੇ ਬੱਚੇ ਦਾ ਮੁਲਾਂਕਣ ਕਰਨ ਅਤੇ ਤੁਹਾਡੇ ਬੱਚੇ ਦੀ ਅੰਗ੍ਰੇਜ਼ੀ ਵਿੱਚ ਨਿਪੁੰਨਤਾ ਪੱਧਰ ਬਾਰੇ ਤੁਹਾਨੂੰ ਸੂਚਿਤ ਕਰਨ ਦੀ ਲੋੜ ਹੁੰਦੀ ਹੈ। ਸਾਡੇ ਲਈ ਲੋੜੀਂਦੀ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਦੇ ਉਪਲਬਧ ਵਿਕਲਪਾਂ ਬਾਰੇ ਤੁਹਾਨੂੰ ਸੂਚਿਤ ਕਰਨਾ ਲਾਜ਼ਮੀ ਹੈ। ਇਹਨਾਂ ਵਿਕਲਪਾਂ ਵਿੱਚੋਂ, ਤੁਸੀਂ ਉਹ ਇੱਕ ਚੁਣ ਸਕਦੇ ਹੋ ਜੋ ਤੁਹਾਡੇ ਬੱਚੇ ਲਈ ਸਭ ਤੋਂ ਵਧੀਆ ਢੰਗ ਨਾਲ ਕੰਮ ਕਰੇਗਾ (California Education Code (EC) ਸੈਕਸ਼ਨ 310)। ਇਸ ਪੱਤਰ ਵਿੱਚ ਇੱਕ ਵਿਦਿਆਰਥੀ ਲਈ ਇੰਗਲਿਸ਼ ਲਰਨਰ (EL) ਸਥਿਤੀ (20 ਯੂਨਾਈਟਿਡ ਸਟੇਟ ਕੋਡ [U.S.C.] ਸੈਕਸ਼ਨ 6312[e][3][A][i],[vi]) ਤੋਂ ਬਾਹਰ ਜਾਣ ਦੇ ਮਾਪਦੰਡ ਹਨ।

ਭਾਸ਼ਾ ਮੁਲਾਂਕਣ ਦੇ ਨਤੀਜੇ
(20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][iii])

ਸੰਯੁਕਤ ਡੇਮੋਨ	ਕੈਲੀਫੋਰਨੀਆ ਲਈ ਅੰਗ੍ਰੇਜ਼ੀ ਭਾਸ਼ਾ ਦੀ ਮੁਹਾਰਤ ਦੇ ਮੁਲਾਂਕਣ (ELPAC) ਸਕੇਲ ਸਕੋਰ	ELPAC ਪ੍ਰਦਰਸ਼ਨ ਪੱਧਰ
ਸਮੁੱਚਾ	[Insert overall scale score]	[Insert overall performance level]
ਮੌਖਿਕ ਭਾਸ਼ਾ:	[Insert oral language scale score]	[Insert oral language performance level]
ਲਿਖਤੀ ਭਾਸ਼ਾ	[Insert written language scale score]	[Insert written language performance level]

ਡੇਮੋਨ	ELPAC ਪ੍ਰਦਰਸ਼ਨ ਪੱਧਰ
ਸੁਣਨਾ	[Insert listening performance level]
ਬੋਲਣਾ	[Insert speaking performance level]
ਪੜ੍ਹਣਾ	[Insert reading performance level]
ਲਿਖਣਾ	[Insert writing performance level]

ਤੁਹਾਡਾ ਬੱਚਾ ਇੱਕ ਵਿਅਕਤੀਗਤ ਸਿੱਖਿਆ ਪ੍ਰੋਗਰਾਮ (IEP) ਵਿੱਚ ਭਾਗ ਲੈ ਰਿਹਾ ਹੈ, ਜੋ ਫਾਈਲ ਵਿੱਚ ਹੈ: **[Yes or No]**

ਤੁਹਾਡੇ ਬੱਚੇ ਦੇ ਪ੍ਰੋਗਰਾਮ ਪਲੇਸਮੈਂਟ IEP ਦੇ ਉਦੇਸ਼ਾਂ ਨੂੰ ਪੂਰਾ ਕਰਨ ਵਿੱਚ ਕਿਵੇਂ ਯੋਗਦਾਨ ਪਾਉਣਗੇ, ਇਸ ਦਾ ਵੇਰਵਾ ਨੱਥੀ ਹੈ (20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][vii])।

ਬਾਹਰ ਨਿਕਲਣ ਦਾ (ਪੁਨਰ ਵਰਗੀਕਰਨ) ਮਾਪਦੰਡ
(20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][vi])

ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮਾਂ ਦਾ ਉਦੇਸ਼ EL ਵਿਦਿਆਰਥੀਆਂ ਲਈ ਜਿੰਨੀ ਜਲਦੀ ਹੋ ਸਕੇ ਅੰਗ੍ਰੇਜ਼ੀ ਵਿੱਚ ਮਾਹਰ ਬਣਨਾ ਅਤੇ ਰਾਜ ਦੀਆਂ ਵਿਦਿਅਕ ਪ੍ਰਾਪਤੀਆਂ ਦੇ ਉਪਾਵਾਂ ਨੂੰ ਪੂਰਾ ਕਰਨਾ ਹੁੰਦਾ ਹੈ। **[Insert LEA name]** ਬਾਹਰ ਨਿਕਲਣ ਦੇ (ਮੁੜ-ਵਰਗੀਕਰਨ) ਮਾਪਦੰਡ ਹੇਠਾਂ ਸੂਚੀਬੱਧ ਹਨ।

ਲੋੜੀਂਦਾ ਮਾਪਦੰਡ (EC ਸੈਕਸ਼ਨ 313[f])	OUHSD ਮਾਪਦੰਡ
ਅੰਗ੍ਰੇਜ਼ੀ ਭਾਸ਼ਾ ਦੀ ਮੁਹਾਰਤ ਦਾ ਮੁਲਾਂਕਣ	ELPAC ਸਮੁੱਚੀ ਕਾਰਗੁਜ਼ਾਰੀ ਪੱਧਰ 4 ਅਤੇ ਪੱਧਰ 3 ਦੇ ਹੇਠਾਂ ਕੋਈ ਸੰਯੁਕਤ ਡੇਮੋਨ ਸਕੋਰ ਨਹੀਂ
ਅਧਿਆਪਕ ਮੁਲਾਂਕਣ	ਇੰਗਲਿਸ਼ ਕਲਾਸ ਗ੍ਰੇਡ "ਸੀ" ਜਾਂ ਸਭ ਤੋਂ ਤਾਜ਼ਾ ਰਿਪੋਰਟ ਕਾਰਡ ਜਾਂ ਈਐਲਏ/ਈਐਲਡੀ ਅਧਿਆਪਕ ਦੀ ਸਿਫਾਰਸ਼ 'ਤੇ ਬਿਹਤਰ
ਮਾਪਿਆਂ ਦੀ ਰਾਏ ਅਤੇ ਸਲਾਹ	ਫ਼ੋਨ ਸੰਪਰਕ, ਚਿੱਠੀ, ਈਮੇਲ ਜਾਂ ਮੀਟਿੰਗ ਰਾਹੀਂ ਆਰਐਫਈਪੀ ਸਿਫਾਰਸ਼ ਪੱਤਰ ਦਾ ਮਾਪਿਆਂ ਦਾ ਜਵਾਬ
ਮੁਢਲੇ ਹੁਨਰਾਂ ਵਿੱਚ ਪ੍ਰਦਰਸ਼ਨ ਦੀ ਤੁਲਨਾ	MAP ਰੀਡਿੰਗ 6+ ਘੰਟੇ ਘੱਟ 215 ਦੇ ਸਕੋਰ ਦੀ ਲੋੜ ਹੈ, ਅਤੇ ... 4-ਪ੍ਰਾਇਮਰੀ ਆਰਗਮੈਂਟੇਟਿਵ ਰੁਬਰਿਕ 'ਤੇ ਨਮੂਨਾ ਘੰਟੇ ਘੱਟ 15 ਦਾ ਸਕੋਰ ਲਿਖਣਾ ਅਤੇ "3" ਤੋਂ ਹੇਠਾਂ ਕੋਈ ਵਿਅਕਤੀਗਤ ਸਕੋਰ ਨਹੀਂ

ਅਕਾਦਮਿਕ ਪ੍ਰਾਪਤੀ ਦੇ ਨਤੀਜੇ
(20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][iii])

ਹੁਨਰ ਦਾ ਖੇਤਰ

ਸਮਾਰਟਰ ਬੇਲੰਡਰ ਅਸੈਸਮੈਂਟ ਕਨਸੋਰਟੀਅਮ (SBAC)
ਜਾਂ ਸਥਾਨਕ ਉਪਾਅ

ਹੋਰ ਉਪਾਅ

ਅੰਗ੍ਰੇਜ਼ੀ ਸਿੱਖਣ ਵਾਲਿਆਂ ਲਈ ਗ੍ਰੈਜੂਏਟਸ ਦਰ
(20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][vi])

ਇਸ ਪ੍ਰੋਗਰਾਮ ਵਿੱਚ ਵਿਦਿਆਰਥੀਆਂ ਲਈ ਗ੍ਰੈਜੂਏਟਸ ਦੀ ਅਨੁਮਾਨਤ ਦਰ 93.8% ਪ੍ਰਤੀਸ਼ਤ ਹੈ। ਸਥਾਨਕ ਸਿੱਖਿਅਕ ਏਜੰਸੀ (LEA) ਗ੍ਰੈਜੂਏਟ ਦਰਾਂ, ਗ੍ਰੈਜੂਏਟ ਡਾਟਾ ਰਿਪੋਰਟ ਵਿੱਚ ਪ੍ਰਦਰਸ਼ਿਤ, ਕੈਲੀਫੋਰਨੀਆ ਦੇ ਸਿੱਖਿਆ ਵਿਭਾਗ ਦੇ DataQuest ਵੈੱਬ ਪੇਜ <http://dq.cde.ca.gov/dataquest/> 'ਤੇ ਉਪਲਬਧ ਹਨ।

ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਚੁਣਨਾ

ਮਾਪੇ ਜਾਂ ਸਰਪ੍ਰਸਤ ਕੋਈ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਚੁਣ ਸਕਦੇ ਹਨ ਜੋ ਉਨ੍ਹਾਂ ਦੇ ਬੱਚੇ ਲਈ ਸਭ ਤੋਂ ਵੱਧ ਢੁਕਵਾਂ ਹੈ (EC ਸੈਕਸ਼ਨ 310)। ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਵਿਦਿਅਕ ਪ੍ਰੋਗਰਾਮ ਹਨ ਜੋ ਇਹ ਯਕੀਨੀ ਬਣਾਉਣ ਲਈ ਤਿਆਰ ਕੀਤੇ ਗਏ ਹਨ ਕਿ ਜਿੰਨੀ ਜਲਦੀ ਅਤੇ ਪ੍ਰਭਾਵਸ਼ਾਲੀ ਢੰਗ ਨਾਲ ਹੋ ਸਕੇ ਅੰਗ੍ਰੇਜ਼ੀ ਗ੍ਰਹਿਣ ਹੋ ਸਕੇ। ਉਹ ਅੰਗ੍ਰੇਜ਼ੀ ਸਿੱਖਿਆਰਥੀਆਂ ਨੂੰ ਰਾਜ ਦੁਆਰਾ ਅਪਣਾਏ ਅਕਾਦਮਿਕ ਵਿਸ਼ਾ ਵਸਤੂ ਦੇ ਮਾਪਦੰਡਾਂ ਦੇ ਅਧਾਰ 'ਤੇ ਹਦਾਇਤਾਂ ਪ੍ਰਦਾਨ ਕਰਦੇ ਹਨ, ਅੰਗ੍ਰੇਜ਼ੀ ਭਾਸ਼ਾ ਵਿਕਾਸ (ELD) ਮਿਆਰਾਂ ਸਮੇਤ (20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][iii],[v]); EC ਸੈਕਸ਼ਨ 306[c])।

ਪੇਸ਼ ਕੀਤੇ ਜਾਂਦੇ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ

ਸਾਨੂੰ ਘੱਟੋ ਘੱਟ, ਇੱਕ ਸੰਰਚਿਤ ਅੰਗ੍ਰੇਜ਼ੀ ਇਮਰਸ਼ਨ (SEI) ਪ੍ਰੋਗਰਾਮ ਵਿਕਲਪ (EC ਸੈਕਸ਼ਨ 305[a][2]) ਦੀ ਪੇਸ਼ਕਸ਼ ਕਰਨ ਦੀ ਲੋੜ ਹੁੰਦੀ ਹੈ। ਅਸੀਂ ਹੇਠਾਂ ਲਿਖੇ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮਾਂ ਦੀ ਪੇਸ਼ਕਸ਼ ਵੀ ਕਰਦੇ ਹਾਂ:

ਸੰਰਚਿਤ ਅੰਗ੍ਰੇਜ਼ੀ ਇਮਰਸ਼ਨ ਪ੍ਰੋਗਰਾਮ: ਅੰਗ੍ਰੇਜ਼ੀ ਸਿੱਖਿਆਰਥੀਆਂ ਲਈ ਇੱਕ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਜਿਸ ਵਿੱਚ ਲਗਭਗ ਸਾਰੀਆਂ ਕਲਾਸਰੂਮ ਦੀਆਂ ਹਦਾਇਤਾਂ ਅੰਗ੍ਰੇਜ਼ੀ ਵਿੱਚ ਦਿੱਤੀਆਂ ਜਾਂਦੀਆਂ ਹਨ, ਪਰ ਪਾਠਕ੍ਰਮ ਅਤੇ ਅੰਗ੍ਰੇਜ਼ੀ ਸਿੱਖ ਰਹੇ ਵਿਦਿਆਰਥੀਆਂ ਲਈ ਇੱਕ ਪੇਸ਼ਕਾਰੀ ਦੇ ਨਾਲ। ਘੱਟੋ ਘੱਟ, ਵਿਦਿਆਰਥੀਆਂ ਨੂੰ ਮਨੋਨੀਤ ELD ਦੀ ਪੇਸ਼ਕਸ਼ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਅਤੇ ਏਕੀਕ੍ਰਿਤ ELD ਨਾਲ ਗ੍ਰੇਡ ਪੱਧਰ ਦੇ ਅਕਾਦਮਿਕ ਵਿਸ਼ਾ ਵਸਤੂ ਦੀ ਪਹੁੰਚ ਪ੍ਰਦਾਨ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।

ਮਾਪੇ ਜਾਂ ਸਰਪ੍ਰਸਤ ਕੋਈ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਚੁਣ ਸਕਦੇ ਹਨ ਜੋ ਉਨ੍ਹਾਂ ਦੇ ਬੱਚੇ ਲਈ ਸਭ ਤੋਂ ਵੱਧ ਢੁਕਵਾਂ ਹੈ। ਜਿਸ ਸਕੂਲ ਵਿੱਚ 30 ਵਿਦਿਆਰਥੀਆਂ ਜਾਂ ਇਸ ਤੋਂ ਵੱਧ ਪ੍ਰਤੀ ਸਕੂਲ ਦੇ ਮਾਪਿਆਂ ਜਾਂ ਸਰਪ੍ਰਸਤ ਜਾਂ ਕਿਸੇ ਵੀ ਗ੍ਰੇਡ ਵਿੱਚ 20 ਵਿਦਿਆਰਥੀਆਂ ਦੇ ਮਾਪਿਆਂ ਜਾਂ ਸਰਪ੍ਰਸਤ ਭਾਸ਼ਾ ਦੀ ਸਿਖਲਾਈ ਦੇਣ ਲਈ ਤਿਆਰ ਕੀਤੇ ਗਏ ਇੱਕ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮ ਦੀ ਸਥਾਪਿਤ ਹੋਣ ਤਕ ਅਜਿਹੇ ਪ੍ਰੋਗਰਾਮ ਦੀ ਪੇਸ਼ਕਸ਼ ਕਰਨ ਦੀ ਜ਼ਰੂਰਤ ਹੋਵੇਗੀ (20 U.S.C. ਸੈਕਸ਼ਨ 6312[e][3][A][viii][III]); EC ਸੈਕਸ਼ਨ 310[a])।

ਸਥਾਨਕ ਨਿਯੰਤਰਣ ਅਤੇ ਜਵਾਬਦੇਹੀ ਯੋਜਨਾ (EC ਸੈਕਸ਼ਨ 52062) ਦੇ ਵਿਕਾਸ ਦੇ ਦੌਰਾਨ ਮਾਂ-ਪਿਓ ਜਾਂ ਸਰਪ੍ਰਸਤ ਭਾਸ਼ਾ ਗ੍ਰਹਿਣ ਪ੍ਰੋਗਰਾਮਾਂ ਸੰਬੰਧੀ ਜਾਣਕਾਰੀ ਪ੍ਰਦਾਨ ਕਰ ਸਕਦੇ ਹਨ। ਜੇ ਉਪਰੋਕਤ ਸੂਚੀਬੱਧ ਪ੍ਰੋਗਰਾਮਾਂ ਤੋਂ ਵੱਖਰੇ ਪ੍ਰੋਗਰਾਮਾਂ ਵਿੱਚ ਦਿਲਚਸਪੀ ਰੱਖਦੇ ਹੋ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਪ੍ਰਕਿਰਿਆ ਬਾਰੇ ਪੁੱਛਣ ਲਈ *OUHSD Director of Education, Mr. Kevin Simas, at (530) 538-2300, extension 1104*, ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

ਹਾਲਾਂਕਿ ਸਕੂਲਾਂ ਦੀ ਸਾਰੇ EL ਵਿਦਿਆਰਥੀਆਂ ਦੀ ਸੇਵਾ ਕਰਨਾ ਇੱਕ ਜ਼ਿੰਮੇਵਾਰੀ ਹੈ, ਮਾਪਿਆਂ ਜਾਂ ਅੰਗ੍ਰੇਜ਼ੀ ਸਿੱਖਿਆਰਥੀਆਂ ਦੇ ਸਰਪ੍ਰਸਤ ਦਾ ਅਧਿਕਾਰ ਹੈ ਕਿ ਉਹ ਆਪਣੇ ਬੱਚਿਆਂ ਨੂੰ ਕਿਸੇ ਸਕੂਲ ਦੇ EL ਪ੍ਰੋਗਰਾਮ ਵਿੱਚੋਂ ਜਾਂ ਕਿਸੇ EL ਪ੍ਰੋਗਰਾਮ ਵਿੱਚ ਕਿਸੇ ਖਾਸ EL ਸੇਵਾਵਾਂ ਵਿੱਚੋਂ ਬਾਹਰ ਕੱਢ ਸਕਣ ਜਾਂ ਮਨ੍ਹਾ ਕਰ ਸਕਣ। ਜੇ ਮਾਪੇ ਜਾਂ ਸਰਪ੍ਰਸਤ ਆਪਣੇ ਬੱਚਿਆਂ ਨੂੰ ਸਕੂਲ ਦੇ EL ਪ੍ਰੋਗਰਾਮ ਜਾਂ ਖਾਸ EL ਸੇਵਾਵਾਂ ਤੋਂ ਬਾਹਰ ਕੱਢਦੇ ਹਨ, ਤਾਂ ਬੱਚੇ ਆਪਣੀ ਅੰਗਰੇਜ਼ੀ ਸਿੱਖਣ ਵਾਲੇ ਵਜੋਂ ਆਪਣੀ ਸਥਿਤੀ ਬਰਕਰਾਰ ਰੱਖਦੇ ਹਨ। ਸਕੂਲ ਨੂੰ 1964 ਦੇ ਸਿਵਲ ਰਾਈਟਸ ਐਕਟ ਦੇ ਟਾਈਟਲ VI ਦੁਆਰਾ ਲੋੜੀਂਦੇ ਸਕਾਰਾਤਮਕ ਕਦਮ ਚੁੱਕਣ ਅਤੇ 1974 ਦੇ Equal Education Opportunity Act ਦੁਆਰਾ ਲੋੜੀਂਦੀਆਂ ਢੁਕਵੀਆਂ ਕਾਰਵਾਈਆਂ ਕਰਨ ਲਈ EL ਵਿਦਿਆਰਥੀਆਂ ਨੂੰ ਇਸਦੇ ਵਿਦਿਅਕ ਪ੍ਰੋਗਰਾਮਾਂ ਤੱਕ ਪਹੁੰਚ ਪ੍ਰਦਾਨ ਕਰਨੀ ਲੋੜੀਂਦੀ ਹੈ (20 U.S.C. ਸੈਕਸ਼ਨ 1703[f], 6312[e][3][A][viii])।

Sincerely,



Kevin Simas, OUHSD Director of Education



Oroville Union High School District

NOTIFICACIÓN ANUAL PARA LOS PADRES

Requisitos federales del Título I o Título III y del estado

A los padres/tutores de:

Escuela:

Fecha de nacimiento:

Fecha:

Grado:

#ID Estatal del Estudiante:

Lengua materna:

Estimados padres o tutores: Su hijo sigue clasificado como aprendiz de inglés. Cada año, estamos obligados a evaluar el nivel del dominio de inglés de su hijo y notificarle a usted de los resultados. Estamos obligados a informarle de las opciones de programas de adquisición de idiomas disponibles. De estas opciones usted puede escoger la mejor para su hijo (*Código de Educación de California [EC*] Sección 310*). Este aviso también contiene el criterio para la salida del programa para aprendices de inglés (20 Código de los Estados Unidos [U.S.C.*] Sección 6312[e][3][A][i],[vi]).

Resultados de la evaluación del idioma (20 U.S.C. Sección 6312[e][3][A][ii])

Ámbitos Compuestos	Pruebas del dominio de inglés de California (ELPAC*) Puntuación escalada	ELPAC Nivel de rendimiento
General	<i>[insert overall scale score]</i>	<i>[insert overall performance level]</i>
Lenguaje Oral (Habilidades de comprensión y expresión oral)	<i>[insert oral language scale score]</i>	<i>[insert oral language performance level]</i>
Lenguaje Escrito (Lectura y escritura)	<i>[insert written language scale score]</i>	<i>[insert written language performance level]</i>

Ámbito	Nivel de rendimiento
Comprensión auditiva	<i>[insert listening performance level]</i>
Expresión oral	<i>[insert speaking performance level]</i>
Lectura	<i>[insert reading performance level]</i>
Escritura	<i>[insert writing performance level]</i>

Existe un Programa de Educación Individualizado (IEP*) en el cual su hijo está participando: *[Insert Yes or No]*

Se adjunta una descripción de cómo el programa asignado a su hijo cumplirá con los objetivos del IEP actual (20 U.S.C. Sección 6312[e][3][A][vii]).

Criterios para la reclasificación (la salida del programa para aprendices de inglés) (20 U.S.C. Sección 6312[e][3][A][vi])

El objetivo de los programas de adquisición de idiomas es que los aprendices de inglés logren dominar el inglés lo más antes posible y que cumplan con las medidas de logros académicos estatales. El criterio para la reclasificación en *[insert LEA name]* es el siguiente.

Criterio general (EC Sección 313[f])	Criterio de OUHSD
Evaluación del dominio del inglés	<i>Nivel de rendimiento general de ELPAC 4 y ninguna puntuación de dominio compuesto por debajo del nivel 3</i>
Evaluación del maestro	<i>Grado de inglés ("C" o mejor en la calificaciones más reciente) o recomendación de maestro de ELA / ELD</i>
Consulta y opinión de los padres	<i>Respuesta de los padres a la carta de recomendación de RFEP por teléfono, carta, correo electrónico o reunión</i>

Comparación del desempeño en habilidades básicas	MAP Lectura 6+ puntuación mínima de 215 requerida, y ...
	Muestra de escritura puntuación mínima de 15 en una rúbrica argumentativa de 4 puntos y ninguna puntuación individual por debajo de un "3"

Resultados de los logros académico
(20 U.S.C. Sección 6312[e][3][A][iii])

Área de habilidad	Evaluación <i>Smarter Balanced Assessment Consortium (SBAC)</i> * o medidas locales	Otra medida
Artes del lenguaje inglés	CAASP:	MAP Reading 6+ Score:

Tasa de graduación escolar de aprendices de inglés
(20 U.S.C. Sección 6312[e][3][A][vi])

La anticipada tasa de graduación para estudiantes en este programa es 86.6% por ciento. Se muestra la tasa de graduación en el reporte *Graduation Rate* disponible en la página web (*DataQuest*) en <http://dq.cde.ca.gov/dataquest/> mantenido por el Departamento de Educación de California.

Escoger un programa de adquisición de idiomas

Los padres o tutores pueden escoger el mejor programa de adquisición de idiomas para su hijo (EC Sección 310). Los programas de adquisición de idiomas son programas educativos diseñados para asegurar que la adquisición de inglés se logre tan rápida y eficazmente como sea posible. Éstos proporcionan instrucción para aprendices de inglés basados en las normas de la disciplina académica adoptadas por el estado, incluso las normas del desarrollo de inglés (ELD*) (20 U.S.C. Sección 6312[e][3][A][iii],[v]; EC Sección 306[c]).

Programas de adquisición de idiomas ofrecidos

Estamos obligados a ofrecer, al mínimo, la opción del programa de **Inmersión Estructurada en Inglés (SEI*)** (EC Sección 305[a][2]). También ofrecemos el/los siguiente(s) programa(s) de adquisición de idiomas:

Programa de Inmersión Estructurada en Inglés: Un programa de adquisición de idiomas para aprendices de inglés en donde casi toda la instrucción en el aula se proporciona en inglés, pero con un plan de estudio y una presentación diseñada para los estudiantes que están aprendiendo inglés. Al mínimo, los estudiantes reciben ELD designado y acceso a la disciplina académica apropiada para su nivel de grado usando instrucción de ELD integrado.

Los padres o tutores pueden solicitar el mejor programa de adquisición de idiomas para su hijo. Se requiere que la escuela responda cuando 30 o más padres o tutores de alumnos, o 20 o más padres o tutores de alumnos en cualquier grado soliciten un programa de adquisición de idiomas. Si es posible, se ofrecerá un programa de adquisición de idiomas (20 U.S.C. Sección 6312[e][3][A][viii][III]; EC Sección 310[a]).

Los padres o tutores pueden aportar información acerca de los programas de adquisición de idiomas durante la elaboración del Plan de rendición de cuentas con control local (EC Sección 52062). Si está interesado en un programa distinto a los mencionados anteriormente, comuníquese con OUHSD Director of Education, Mr. Kevin Simas, at (530) 538-2300, extension 104, para preguntar acerca del proceso.

Aunque las escuelas tienen la obligación de servir a todos los aprendices de inglés, los padres o tutores de aprendices de inglés tienen derecho de rechazar u optar que su hijo no participe en un programa o en algún servicio específico para aprendices de inglés que ofrece la escuela. Si los padres o tutores deciden que sus hijos no participarán en un programa o servicio específico para aprendices de inglés, los estudiantes mantienen su clasificación como aprendiz de inglés y la escuela sigue obligado a tomar pasos afirmativos requeridos por el Título VI de la Ley de Derechos Civiles de 1964 a tomar acciones apropiadas requeridas por la Ley de Igualdad de Oportunidad Educativa de 1974 para proveer acceso a programas educativas para aprendices de inglés (20 U.S.C. secciones 1703[f], 6312[e][3][A][viii]).

Sincerely,


Kevin Simas, OUHSD Director of Education



Oroville Union High School District
Taunang Liham ng Abiso sa Magulang

Title I o Title III ng Pederal at mga Kinakailangan ng Estado

Sa (mga) magulang/(mga) tagapag-alaga ni:

Paaralan:

Petsa ng Kapanganakan:

Petsa:

Baitang:

ID ng Estudyante sa Estado #:

Pangunahing Wika:

Mahal na (mga) Magulang o (mga) Tagapag-alaga: Patuloy na tinutukoy ang inyong anak bilang isang mag-aaral ng Ingles. Sa bawat taon, inaatasan kaming tasahin ang inyong anak at abisuhan kayo ng tungkol sa antas ng kahusayan ng inyong anak sa Ingles. Dapat naming ipaalam sa inyo ang mga programang opsyong mayroon para sa pag-aaral ng wika. Mula sa mga opsyong ito, maaari ninyong pillin ang isang pinakanaaangkop sa inyong anak (*Kodigo ng Edukasyon (Education Code [EC])* ng California Seksyon 310). Naglalaman din ang liham na ito ng mga pamantayan para makaalis ang estudyante sa katayuang mag-aaral ng Ingles (English Learner [EL]) (20 Kodigo ng Estados Unidos (United States Code [U.S.C.]) Seksyon 6312[e][3][A][i],[vi]).

Mga Resulta ng Pagtatasa sa Wika
(20 U.S.C. Seksyon 6312[e][3][A][ii])

Pinagsama-samang Larangan	Mga Pagtatasa sa Kahusayan sa Ingles para sa California (English Language Proficiency Assessments for California [ELPAC])	Antas ng Pagganap sa ELPAC
Pangkalahatan	[insert overall scale score]	[insert overall performance level]
Pasalitang Wika	[insert oral language scale score]	[insert oral language performance level]
Nasusulat na Wika	[insert written language scale score]	[insert written language performance level]

Larangan	Antas ng Pagganap sa ELPAC
Pakikinig	[insert listening performance level]
Pagsasalita	[insert speaking performance level]
Pagbabasa	[insert reading performance level]
Pagsusulat	[insert writing performance level]

Nakikibahagi ang inyong anak sa isang Programa sa Pang-indibidwal na Edukasyon (Individualized Education Program [IEP]), na nakatala: [Yes or No]

Nakapaloob sa kasalukuyang IEP ang isang paglalarawan sa kung paano makakatulong ang pagkakatalaga ng inyong anak sa programa sa pagtugon sa mga layunin ng IEP. (20 U.S.C. Seksyon 6312[e][3][A][vii]).

Pamantayan sa (Muling Pagklasipika) Paglisan:
(20 U.S.C. Seksyon 6312[e][3][A][vi])

Ang layunin ng mga programa sa pag-aaral ng wika ay upang maging mahusay sa Ingles ang mga estudyanteng EL sa mabilis na paraan hangga't maaari at upang matugunan ang mga hakbang ng estado sa pang-akademikong pagtatamo. Ang paglisan (muling pagklasipika) sa mga pamantayang [insert LEA name] ay nakalista sa ibaba.

Mga Kinakailangang Pamantayan (EC Seksyon 313[f])	Pamantayang OUHSD
Pagtatasa sa Kahusayan sa Wikang Ingles	<i>Pangkalahatang Antas ng Pagganap ng ELPAC 4 at walang mga marka ng Composite Domain sa ibaba Antas 3</i>
Pagsusuri ng Guro	<i>Ang grade sa klase sa English na "C" o mas mahusay sa pinakahuling ulat ng card o ELA / ELD Teacher Rekomendasyon</i>
Opinyon at Pagsangguni ng Magulang	<i>Ang tugon ng magulang sa liham na rekomendasyon ng RFEP sa pamamagitan ng contact sa telepono, sulat, email o pagpupulong</i>
Paghahambing ng Pagganap sa mga Pangunahing Kasanayan	<i>MAP Pagbasa ng 6+ minimum na marka ng 215 kinakailangan, at...</i>
	<i>Pagsulat ng Halimbawang minimum na marka ng 15 sa isang 4-Point Argumentative Rubric at walang mga indibidwal na marka sa ibaba ng isang "3"</i>

Mga Resulta ng Pang-akademikong Natamo
(20 U.S.C. Seksyon 6312[e][3][A][ii])

Larangan ng Kasanayan	Mas Matalinong Balanseng Konsorsyum ng Pagtatasa (Smarter Balanced Assessment Consortium [SBAC])	Iba pang Hakbang
Mga Sining ng Wikang Ingles	CAASP:	MAP Reading 6+ score:

Nagtatapos na mga Nag-aaral ng Ingles
(20 U.S.C. Seksyon 6312[e][3][A][vi])

Ang inaasahang dami ng nagtatapos na mga mag-aaral sa programang ito ay not applicable porsyento. Ipinapakita ang dami ng nagtatapos ng lokal na ahensya ng edukasyon (local educational agency [LEA]) sa ulat ng Datos ng Nagtapos na makikita sa web page ng DataQuest ng Kagawaran ng Edukasyon ng California sa <http://dq.cde.ca.gov/dataquest/>.

Pagpili ng Programa sa Pag-aaral ng Wika

Maaaring pumili ang mga magulang o tagapag-alaga ng isang programa sa pag-aaral ng wika na pinakanaaangkop sa kanilang anak (EC Seksyon 310). Ang mga programa sa pag-aaral ng wika ay mga programang pang-edukasyong dinisenyo upang masigurong naisasagawa ang pag-aaral ng Ingles nang mabilis at mabisa hangga't maaari. Nagbibigay ang mga ito ng pagtuturo sa mga mag-aaral ng Ingles batay sa mga pamantayan ng pang-akademikong nilalaman na pinagtibay ng estado, kabilang ang mga pamantayan ng kaunlaran ng wikang Ingles (English language development [ELD]) (20 U.S.C. Seksyon 6312[e][3][A][iii],[v]); EC Seksyon 306[c]).

Mga Inaalok na Programa sa Pag-aaral ng Wika

Kami ay inaatasang mag-alok, sa pinakamaliit na paraan, ng isang programang opsyon na **Naka-istrakturang Tuon sa Wikang Ingles (Structured English Immersion [SEI])**(EC Seksyon 305[a][2]). Iniaalok din namin ang mga sumusunod na programa sa pag-aaral ng wika:

Programang Naka-istrakturang Nakatuon sa Wikang Ingles: Isang programa sa pag-aaral ng wika para sa mga mag-aaral ng Ingles kung saan halos lahat ng pagtuturo sa klase ay ibinibigay sa Ingles, ngunit may kurikulum at presentasyong dinisenyo para sa mga mag-aaral na nag-aaral ng Ingles. Sa pinakamababa, inaalok ang mga mag-aaral ng Itinalagang ELD at binibigyan ng access sa nilalaman ng pang-akademikong paksang naaayon sa baitang na may Pinagsamang ELD.

Maaaring pumili ang mga magulang o tagapag-alaga ng isang programa sa pag-aaral ng wika na pinakanaaangkop sa kanilang anak. Ang mga paaralan kung saan ang mga magulang o tagapag-alaga ng 30 estudyante o higit pa kada paaralan o mga magulang o tagapag-alaga ng 20 estudyante o higit pa sa anumang baitang ay humihiling ng isang programa sa pag-aaral ng wikang dinisenyo upang magbigay ng pagtuturo sa wika ay aatasang mag-alok ng naturang programa hangga't maaari (20 U.S.C. Seksyon 6312[e][3][A][viii][III]); *EC* Seksyon 310[a]).

Maaaring magbigay ang mga magulang o tagapag-alaga ng saloobin tungkol sa mga programa sa pag-aaral ng wika sa panahon ng pagbuo ng Plano ng Lokal na Pagkontrol at Pananagutan (Local Control and Accountability Plan) (*EC* Seksyon 52062). Kung interesado kayo sa ibang programang bukod sa nakalista sa itaas, mangyaring makipag-ugnay sa/kay OUHSD Director of Education, Mr. Kevin Simas, at (530) 538-2300, extension 1104, upang magtanong ng tungkol sa proseso.

Bagaman may obligasyon ang mga paaralang paglingkuran ang lahat ng mag-aaral ng EL, ang mga magulang o tagapag-alaga ng mga nag-aaral ng Ingles ay may karapatang tanggihan o piliin ang programang EL sa labas ng paaralan o sa labas ng mga partikular na serbisyong EL sa loob ng isang programang EL. Kung pipiliin ng mga magulang o tagapag-alaga ang programang EL ng kanilang anak sa labas ng paaralan o mga espesipikong serbisyong EL, pananatilihin ng mga bata ang kanilang katayuan bilang mga nag-aaral ng Ingles. Nananatiling may obligasyon ang paaralan na gawin ang mga sumusuportang hakbang na iniaatas ng Title VI ng Batas sa mga Karapatang Sibil ng 1964 (Civil Rights Act of 1964) at ang mga naaangkop na pagkilos na iniaatas ng Batas sa Pantay-pantay na Oportunidad na Pang-edukasyon ng 1974 (Equal Educational Opportunity Act of 1974) upang bigyan ang mga mag-aaral ng EL ng access sa mga programang pang-edukasyon nito (20 U.S.C. mga seksyon 1703[f], 6312[e][3][A][viii]).

Sincerely,



Kevin Simas, OUHSD Director of Education



Oroville Union High School District Process for Language Reclassification

Each of the following four criteria is required to reclassify an LEP student to FEP; the only exception to this is English Learners in special education programs. Please refer to *California Code of Regulations* (<http://bit.ly/2eHz72b>), Title 5 (5 CCR), sections 11517.6 through 11519.5 of the ELPAC regulations, or visit cde.ca.gov.

Required Criteria EC Section 313[f]	Method	OUHSD Criteria
#1. English Language Proficiency Assessment	ELPAC	<p>ELPAC Overall Performance Level 4 and no Composite Domain scores below Level 3</p> <p>*ELPAC scores recorded in Aeries.</p>
#2. Teacher Evaluation	<p>Academic Achievement / Teacher Recommendation</p> <p>*Incurred deficits in motivation and academic success unrelated to English language proficiency do not preclude a student from reclassification.</p>	<p>English class grade "C" or better on most recent report card or ELA/ELD Teacher Recommendation</p> <p>*Brief written recommendation required with reclassification paperwork.</p>
#3. Parental Opinion and Consultation	Parent Contact: parental response to RFEP recommendation letter via phone contact, letter, email or meeting	<p>Parental response to RFEP recommendation letter via phone contact, letter, email or meeting.</p> <p>*Copy of letter or record of phone, email or meeting required with reclassification paperwork.</p>
#4. Comparison of Performance in Basic Skills	<p>MAP Reading 6+</p> <p>AND</p> <p>Writing Sample</p>	<p>MAP Reading 6+: minimum score of 215 required</p> <p>*MAP score recorded in Aeries.</p> <p>AND</p> <p>Writing Sample: minimum Score of 15 on a 4-Point Argumentative Writing Rubric AND no individual scores below a "3"</p> <p>*Copy of scored Writing Sample required with reclassification paperwork.</p>

CA Assessment Accessibility Resources Matrix

Embedded and Non-embedded Universal Tools, Designated Supports, and Accommodations for the English Language Proficiency Assessments for California (ELPAC)

<https://www.cde.ca.gov/ta/tg/ep/documents/accessibilityresources.docx>

Accessibility Resources and Their Recommended Use in Operational Assessments

ETS experts in English language proficiency and accessibility have reviewed the existing resources for appropriateness for the computer-based ELPAC and Alternate ELPAC. Recommendations for resources were the result of a detailed synthesis of allowable resources in the field, and across existing CAASPP assessments. The goal of the range of resources recommended for the ELPAC is to ensure that students have multiple means of access to the test to demonstrate their language skills and to ensure their performance is a measure of their language skills and not a result of their technology skills or disability status.

Table 1, Table 2, and Table 3 list the embedded and non-embedded universal tools, designated supports, and accommodations, respectively, their recommended use for the ELPAC, and applicability to paper-pencil or computer-based format. ETS will continue to conduct research and collaborate with experts to inform further refinements for the available resources annually, as student needs and abilities change over time. In some instances, a student's needs may require the use of combined resources (i.e., paper- and computer-based resources). Test examiners should plan ahead in these rare instances.

LEAs are instructed to contact the CDE to request approval for the use of specific unlisted resources.

Universal Tools

Universal tools are accessibility resources for the assessment that are available to all students based on student preference and selection (Smarter Balanced, 2018, p. 6). **Table 1** lists recommended universal tools for the computer-based ELPAC and Alternate ELPAC.

The following notations are used in **Table 1**:

1. Breaks on the ELPAC are domain-specific (unlike the CAASPP, which is item-based).
2. Specific examples are provided for computer- or paper-based administrations.
3. This new role meets the needs of ELPAC technology novices and young test takers.

Table 1. ELPAC Accessibility Resources—Universal Tools

Universal Tool	Delivery Mode	Embedded	Non-embedded	Description
Breaks [1]	Paper and computer	Yes	Yes	Breaks, including testing over more than one day, between the domain sections, are permitted. The use of this universal tool may require students needing more overall time to complete the assessment.
Digital notepad	Computer	Yes	No	This tool is used for making notes about an item. The digital notepad is item-specific and available through the end of the test segment.
Expandable items	Computer	Yes	No	Each item can be expanded so that it takes up a larger portion of the screen.

Expandable passages	Computer	Yes	No	Each passage or stimulus can be expanded so that it takes up a larger portion of the screen.
Highlighter [2]	Paper and computer	Yes	Yes	<p>Paper: Use of a highlighter in the test book for grades two through twelve is permitted.</p> <p>Computer: The highlighter is also a digital tool for marking desired text, item questions, item answers, or parts of these with a color.</p>
Keyboard navigation	Computer	Yes	No	Navigation through text can be accomplished by using a keyboard (using the function keys instead of a mouse).
Line reader [2] (grades 3–12)	Paper and computer	Yes	Yes	<p>Paper: The student can use a paper line reader.</p> <p>Computer: The student uses an onscreen tool to assist in reading by raising and lowering the tool for each line of text on the screen.</p>

Mark for review [2] (grades 2–12)	Paper and computer	Yes	Yes	<p>Paper: Students may mark in their test books, including noting items for review (highlighters) for grades two through twelve, and (nonhighlighters) for grades three through twelve.</p> <p>Computer: Allows students to flag items for future review during the assessment.</p>
Oral clarification of test directions by the test examiner in English	Paper and computer	No	Yes	The test examiner provides clarification of test directions to students in English.
Scratch paper	Paper and computer	No	Yes	Scratch paper to make notes or record responses is allowable. Only plain or lined paper is appropriate. Assistive technology devices are permitted to make notes.
Strikethrough [2] (Grades 3–12)	Paper and computer	Yes	Yes	<p>Paper: Students may use pencils in their test books to strike through images or options.</p> <p>Computer: Allows users to cross out answer options. If an answer option is an image, a strikethrough line will not appear, but the image will be grayed out.</p>

Test navigation assistant [3]	Computer	No	Yes	<p>New arrivals, students who are unfamiliar with the test delivery device or are technology novices and do not have the necessary computer skills to participate in the computer-based ELPAC may have a trained test examiner help with mouse point-and-click and scroll bar assistance, onscreen tool or button navigation (i.e., back, next, submit, start and stop recording, play speaking, and recording), and keyboarding assistance necessary for starting the test session. The test examiner is allowed to assist <i>only</i> with the technology as indicated by the student. Test navigation assistant can be used during one-on-one or group administrations. The use of keyboarding assistance in the test is not permitted.</p> <p>Test navigation assistant must follow approved guidelines.</p>
Writing tools (grades 3–12)	Computer	Yes	No	<p>Selected writing tools (i.e., bold, italic, bullets, undo, and redo) are available for all student-generated responses.</p>

Zoom (in or out)	Computer	Yes	No	<p>The default font size for all tests is 14 point. The student can make text and graphics larger by selecting the [Zoom In] button. The student can select the [Zoom Out] button to return to the default or smaller print size. When using the zoom feature, the student only changes the size of text and graphics on the current screen.</p>
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Designated Supports

Designated supports are accessibility resources that are available for use by any student for whom the need has been indicated by an educator or team of educators (with parent or guardian and student input as appropriate) (Smarter Balanced, 2018, p. 10), and are regularly used in the classroom. Descriptions for some computer-delivered designated supports and accommodations are available in the *Smarter Balanced Usability, Accessibility, and Accommodations Guidelines* (<https://portal.smarterbalanced.org/library/en/usability-accessibility-and-accommodations-guidelines.pdf>).

Although an IEP or Section 504 plan is not required for use, a student's IEP or Section 504 plan may indicate the need for a designated support. **Table 2** lists recommended designated supports for the computer-based ELPAC.

The following notation is used in **Table 2**:

4. This new role meets the needs of ELPAC technology novices and young test takers.

Table 2. ELPAC Accessibility Resources—Designated Supports

Designated Support	Delivery Mode	Embedded	Non-embedd ed	Recommendations for Use
Amplification	Paper and computer	No	Yes	Students may use amplification assistive technology (e.g., headphones, FM System, noise buffers, white noise machines) to increase the volume provided in the assessment platform. Use of this resource likely requires a separate setting. If the device has additional features that may compromise the validity of the test (e.g., internet access), the additional functionality must be deactivated to maintain test security.
American Sign Language or Manually Coded English	Paper and computer	No	Yes	Students who are deaf or hard of hearing and who typically use Manually Coded English can have the test directions signed to them.

Color contrast	Computer	Yes	Yes	Students with attention difficulties may need this resource for viewing test content. It also may be needed by some students with visual impairments or other print disabilities (including learning disabilities). Choice of colors should be informed by evidence that color selections meet the student's needs.
Color overlay	Paper and computer	No	Yes	Students with attention difficulties may need this resource to view test content. This resource may also be needed by some students with visual impairments or other print disabilities (including learning disabilities). Choice of color should be informed by evidence of those colors that meet the student's needs.
Designated interface assistant (DIA) [4]	Computer	No	Yes	This designated support is available to students who are technology novices and have limited keyboarding skills that prevent them from responding. The DIA is available to help the student interact with, or type, their hand-written responses on the test platform. The DIA support should only be used during one-on-one administration.

Magnification	Paper and computer	No	Yes	<p>Students with visual impairments or other print disabilities may use this designated support to adjust the size of specific areas of the screen or test book (e.g., text, formulas, tables, graphics, and navigation buttons) with an assistive technology device.</p> <p>Magnification allows increasing the size to a level that meets the student's visual needs.</p> <p>The use of this resource may result in the student needing additional overall time to complete the assessment.</p>
Masking	Paper and computer	Yes	Yes	<p>Students with attention difficulties may need to mask content not of immediate need or that may be distracting during the assessment. This resource also may be needed by students with print disabilities (including learning disabilities) or visual impairments.</p>

Medical supports (e.g. glucose monitor)	Paper and computer	No	Yes	<p>Educators should follow local policies regarding medical supports and ensure students' health is the highest priority. Electronic medical support settings must restrict access to other applications or the test examiner must closely monitor the use of the medical support to maintain test security. Use of electronic medical supports may require a separate setting to avoid distractions to other test takers and to ensure test security.</p>
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Mouse pointer (size and color)	Computer	Yes	No	<p>Students who are visually impaired and need additional enlargement or a mouse pointer in a different color to more readily find their mouse pointer on the screen will benefit from the mouse pointer resource.</p> <p>Students who have visual perception challenges will also find this beneficial.</p> <p>The size and color are set during registration and cannot be changed during the administration of the assessment. Students should have ample opportunity to practice during daily instruction with the size and color to determine student preference. The mouse pointer can be used with the zoom universal tool. If students are using a magnification program (refer to designated support, magnification), the enlarged mouse pointer is built into magnification programs and the mouse pointer may not be needed.</p>
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Noise buffers	Paper and computer	No	Yes	Student (not groups of students) wears equipment to reduce environmental noises. Students may have these testing variations if regularly used in the classroom. Students who use noise buffers will need headphones unless they are tested individually in a separate setting.
Pause or replay audio—Listening domain	Paper and Computer	Yes	Yes	Students who may need the audio to slow down or stop momentarily may have the audio presentation in the Listening domain be paused or replayed during the administration of the test questions.
Pause or replay audio—Speaking domain	Paper and Computer	Yes	Yes	Students who may need the audio to slow down or stop momentarily may have the audio presentation in the Speaking domain paused or replayed during the administration of the test questions in the Summarize an Academic Presentation task.

Print on demand	Computer	No	Yes	Some students with disabilities, newcomers, or students with limited or no experience viewing text on a computer screen may need paper copies of either passages and stimuli or items. A very small percentage of students should need this designated support. The use of this designated support may result in the student needing additional time to complete the assessment.
Read aloud for items (Writing domain)	Paper and computer	No	Yes	Students who are struggling readers may need assistance accessing the assessment by having all or portions of the assessment read aloud or, the test examiner may allow the student to read aloud. This resource also may be needed by students with reading-related disabilities. The use of this resource may result in the student needing additional overall time to complete the assessment.
Separate setting (e.g., most beneficial time, special lighting or acoustics, adaptive furniture)	Paper and computer	No	Yes	Students who are easily distracted (or may distract others) in the presence of other students, for example, may need an alternate location to be able to take the assessment.

Simplified test directions	Paper and computer	No	Yes	Students who need oral clarification of the test directions in English may benefit from this resource. Students who need this resource may benefit from testing in a separate setting to avoid distracting other test takers.
Streamline	Computer	Yes	No	Streamline may benefit a small number of students who have specific learning or reading disabilities or a visual impairment that have been identified through an IEP. In streamline, the text is presented in a more sequential format. Students should have familiarity interacting with items in a streamline format.
Translated test directions	Paper and computer	No	Yes	Students who have limited English language skills (whether or not designated as English learners [ELs] or ELs with disabilities) can use the translated test directions. In addition, a biliterate adult trained in the test administration manual can read the test directions to the student. The use of this resource may result in the student needing additional overall time to complete the assessment.

Turn off any universal tool(s)	Computer	Yes	No	<p>Students who are easily distracted (whether or not designated as having attention difficulties or disabilities) may be overwhelmed by some of the universal tools. Knowing which specific tools may be distracting is important for determining which tools to turn off.</p>
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Accommodations

Accommodations are available to students who have a documented need for the accommodations via an IEP or Section 504 plan (Smarter Balanced, 2018, p. 18). **Table 3** lists recommended accommodations for the computer-based ELPAC.

The following notation is used in **Table 3**:

1. Not available with the Alternate ELPAC as an embedded resource. Note the special considerations for ASL or Manually Coded English administrations due to the addition of the Speaking and Listening domains.

Table 3. ELPAC Accessibility Resources—Accommodations

Accommodation	Delivery Mode	Embedded	Non-embedded	Recommendations for Use
Alternate response options	Computer	No	Yes	Students who have some physical disabilities (including both fine motor and gross motor skills) may need to use the alternate response options accommodation. Some alternate response options are external devices that must be plugged in and compatible with the assessment delivery platform.
Alternate response options (i.e., adapted keyboards, large keyboards, Sticky Keys, MouseKeys, FilterKeys, adapted mouse, touch screen, head wand, and switches.)	Paper	No	Yes	Use of an assistive device that does not interfere with the independent work of the student. Student responses must be transcribed into the Answer Book by the test examiner or scribe.

<p>American Sign Language (ASL) or Manually Coded English [4]</p>	<p>Paper and computer</p>	<p>Yes</p>	<p>Yes</p>	<p>Some students who are deaf or hard of hearing (DHH) and who typically use ASL or Manually Coded English may need this accommodation when accessing text-based content in the assessment. The use of this accommodation may result in the student needing additional overall time to complete the assessment. For many students who are DHH, viewing signs is the only way to access information presented orally. It is important to note, however, that some students who are hard of hearing will be able to listen to information presented orally if provided with appropriate amplification and a setting in which extraneous sounds do not interfere with clear presentation of the audio presentation in a listening test.</p> <p>In the current ELPAC regulations, ASL or Manually Coded English, is approved for use as an accommodation on the Listening, Speaking, and Writing domains, for both the presentation of and students' responses to the test questions. Special administrative considerations may be needed for the Initial and Summative ELPAC administrations for students in kindergarten through grade two and new arrivals at any grade level. Note that if a student using an embedded ASL accommodation responds</p>
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				using ASL, an ASL interpreter would need to be appropriately scribed and recorded into the test delivery system.
Audio transcript (includes braille transcript)	Paper and computer	Yes	Yes	Some students who are DHH may have difficulty hearing the listening portion of the passage and also do not have enough functional vision to read the closed captioning provided for the passage. These students who are visually impaired or blind and DHH, AND who use braille may have access to braille transcripts. These students must be registered in the Test Operations Management System, for both braille and closed captioning. In addition, this includes the use of written scripts by a test examiner for students who streamed audio is not available. The use of this accommodation may result in the student needing additional overall time to complete the assessment.

Braille (embossed and refreshable) [4]	Computer	Yes	Yes	Students with visual impairments may read text via braille. Tactile overlays and graphics also may be used to assist the student in accessing content through touch. The use of this resource may result in the student needing additional overall time to complete the assessment. If a student's language or presentation are set to braille, there are no additional settings that need to be provided in order for embossing to be available.
Braille [4]	Paper	No	Yes	Students with visual impairments and whose IEP or Section 504 plan require the use of paper versions or if they cannot access the assistive technology for refreshable braille presentation and embossers needed to print test content on demand that are needed for the administration of the computer-based ELPAC will have paper-pencil tests available.

Breaks	Paper and computer	No	Yes	<p>Students with disabilities may need to take breaks during the ELPAC domain level test administrations. Extended breaks in the middle of a domain level test administration are allowed as an accommodation for students with disabilities who have a documented need. The ELPAC test examiner may need to introduce special administrative considerations to support students needing this resource.</p>
Closed captioning [4]	Computer	Yes	No	<p>Students who are DHH and who typically access information presented via audio by reading words that appear in synchrony with the audio presentation may need this resource to access audio content. For many students who are DHH, viewing words (sometimes in combination with reading lips and ASL or Manually Coded English) is how they access information presented orally. It is important to note, however, that some students who are hard of hearing will be able to listen to information presented orally if provided with appropriate amplification and a setting in which extraneous sound do not interfere with clear presentation of the audio presentation in the Listening domain.</p>

Large-print special form (as requested)	Paper	No	Yes	Students with visual needs who cannot use the zoom or magnification resource on the computer-based ELPAC can request printed large print test books, Answer Books, and examiner manuals. LEAs will need to request pre-approval to qualify for these printed materials.
Scribe	Paper and computer	No	Yes	<p>Students who have documented significant motor or processing difficulties, or who have had a recent injury (such as a broken hand or arm) that make it difficult to produce responses may dictate their responses to a human who records, verbatim, what they dictate according to scribing guidelines. The use of this resource may result in the student needing additional overall time to complete the assessment.</p> <p>A trained scribe may transcribe the students' responses into the Answer Book or testing interface. The scribe must follow the recommended scribe protocol approved by the CDE.</p>

Speech-to-text	Computer	No	Yes	<p>Students who have motor or processing disabilities (such as dyslexia) or who have had a recent injury (such as a broken hand or arm) that make it difficult to produce text or commands using keys may need alternative ways to work with computers. Students will need to be familiar with the software and have had many opportunities to use it prior to testing. Speech-to-text software requires that the student go back through all generated text to correct errors in transcription, including use of writing conventions; thus, prior experience with the accommodation is essential. If students use their own assistive technology devices, all assessment content should be deleted from these devices after the test for security purposes. For many of these students using voice recognition software is the only way to demonstrate their composition skills. Still, use of speech-to-text does require that students know writing conventions and that they have the review and editing skills required of students who enter text via the computer keyboard. It is important that students who use speech-to-text also be able to develop planning notes via speech-to-text, and view what they produce while composing via speech-to-text.</p>
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Text-to-speech (Listening, Speaking, Writing) [4]	Computer	Yes	No	This accommodation is appropriate for a very small number of students. Students who use text-to-speech will need headphones unless tested individually in a separate setting. The use of this accommodation may result in the student needing additional time to complete the assessment.
Word processor (Writing domain) (grades 3–12)	Paper	No	Yes	Students who use word processing software for their responses on the Writing domain for grades three through twelve must have spelling and grammar check turned off.

Oroville Union High School District
Memorandum

TO: Board of Trustees

From: Jim LaGrone, Facilities Director

Date: September 8, 2021

Subject: Acceptance of AB841 CalSHAPE Services

I am requesting the approval for a contract between Mesa Energy Systems, Inc., Emcor and Oroville Union High School District. Mesa Energy Systems, Inc., will provide the HVAC assessment and the HVAC verification report for the AB841 grant that is anticipated to open in the month of September. This service must be provided by a qualified testing person familiar with the AB841 process. Estimated costs for this program is \$203,817.00 which will be submitted in the grant process for approval. This will include material cost and labor cost for Las Plumas High School, Oroville High School, Prospect High School and Community Day School. Currently these are the only sites that qualify for the CalSHAPE grant.

Thank you,

Jim LaGrone

Mesa Energy Systems, Inc.

AB841 HVAC Estimate

Presented to:

**Jim Lagrone
Oroville Union High School
Oroville, CA 95966**

Prepared by:

**Jason Carrere
EMCOR Services – Mesa Energy Systems, Inc.
Phone: 530-870-6450
jcarrere@emcor.net**

8/20/2021

CA license #: 611215

Due to uncertainty related to foreign steel and aluminum tariffs, the price quoted herein can only be held for thirty days from the date of this proposal.

Scope of Work

Filter Replacement:

- Filter quantities and sizes to be verified on site prior to ordering.
- **Qualified Testing Personnel** shall review system capacity and airflow to determine the highest MERV filtration that can be installed without adversely impacting equipment, shall replace or upgrade filters where needed, and shall verify that those filters are installed correctly.
- If a system uses ultraviolet germicidal irradiation (UVGI) to disinfect the air, the UVGI lamp shall be checked for proper operation, replacing bulbs as needed and verifying that the ultraviolet light does not shine on filters
- For systems with economizers, Qualified Testing Personnel shall test system economizer dampers pursuant to Section B of CEC form CEC-NRCA-MCH-05-A–Air Economizer Controls.
 - Economizer dampers and controls that are not properly functioning shall be repaired by a Skilled and Trained Workforce.
- Replace existing filters with a minimum efficiency of MERV 13 or better, in the HVAC systems, where feasible.
- Recommendations for additional maintenance, replacement, or upgrades to the above will be recorded in the HVAC Assessment Report.

HVAC Assessment:

- HVAC quantities and types to be verified on site prior to starting work.
- **Qualified Testing Personnel** to verify ventilation rates in facility classrooms, auditoriums, gymnasiums, nurses offices, restrooms, and other occupied areas to assess whether they meet the minimum ventilation rate requirements set forth in **Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 California Code of Regulations**. The HVAC assessment shall include the following:
 - Calculation of the required minimum outside air ventilation rates for each occupied area based on the anticipated occupancy and the minimum required ventilation rate per occupant set forth in Table 120.1-A. Calculations shall be based on maximum anticipated classroom or other occupied area occupancy rates and determined by the performing technician. Natural ventilation shall be designed in accordance with Section 402.2 of the California Mechanical Code (Part 4 [commencing with Section 1.1.0] of Title 24 of the California Code of Regulations) and shall include mechanical ventilation systems designed in accordance with Section 403.0, Section 404.0, or both sections, of the California Mechanical Code.
 - Measurement of outside air under Section B of CEC form CEC-NRCA-MCH-02-A–Outdoor Air Acceptance and verification of whether the system provides the minimum outside air ventilation rates
 - Survey readings of inlets and outlets to verify all ventilation is reaching the served zone

- and there is adequate distribution. Verify if inlets and outlets are balanced within tolerance of the system design. Document read values and deficiencies.
- Verification of building pressure relative to the outdoors to ensure positive pressure differential and ensure the building is not over-pressurized
 - Verification of coil velocities and coil and unit discharge air temperatures required to maintain desired indoor conditions and avoid moisture carryover from cooling coils.
 - Verification that separation between outdoor air intakes and exhaust discharge outlets meet requirements in Section 120.1 of the California Building Code.
 - Confirmation that the air-handling unit is bringing in outdoor air and removing exhaust air as intended by the system design.
 - Measurement of all exhaust air volume for exhaust fans, including restrooms. Document any discrepancies from system design.
 - If the system does not meet the minimum ventilation rate requirements set forth in Table 120.1- A, a licensed professional or qualified adjusting personnel, as defined in PUC Sections (c) and (g) respectively, will review the system airflow and capacity to determine if additional ventilation can be provided without adversely impacting equipment performance and building indoor environmental quality.
 - If additional ventilation can be provided, a qualified adjusting personnel will adjust ventilation rates to meet the minimum ventilation rate requirements set forth in Table 120.1-A to the extent feasible
 - If a demand control ventilation is installed, it will be adjusted to a carbon dioxide set point of 800 ppm or less and tested following Section B of CEC-NRCA-MCH-06-A-Demand Control Ventilation Systems Acceptance.
 - If the demand control ventilation system does not maintain average daily maximum carbon dioxide levels below 1,100 ppm, it will be disabled until such time as the LEA determines that the COVID-19 crisis has passed, unless disabling the control would adversely affect operation of the overall system.
 - When disabling a demand control ventilation system, the system will be configured to meet the minimum ventilation rate requirements and tested and adjusted to provide a notification through a visual indicator on the monitor, such as an indicator light, or other alert system, such as an electronic mail, text, or cellular telephone application, when the carbon dioxide levels in the classroom have exceeded 1,100 ppm.
- **A Qualified Testing Personnel** or a skilled and trained workforce will verify the following items:
 - Coil condition.
 - Condensate drainage.
 - Cooling coil air temperature differentials (entering and leaving dry bulb).
 - Heat exchanger operation
 - Drive assembly.
 - If repairs, replacement, or upgrades are necessary, these deficiencies will be reported in the HVAC Assessment Report and the HVAC Verification Report and addressed by the Licensed Professional
 - **A Qualified Testing or Adjusting Personnel** will review control sequences to verify systems will maintain intended ventilation, temperature, and humidity conditions during school operation.
 - For previously unoccupied buildings, perform the recommended practices of

reopening a building as covered in the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Building Readiness document — Restarting a Building.

- Verify a daily flush is scheduled for two hours before and after scheduled occupancy or demonstrate calculation of flush times per ASHRAE Guidance for Reopening and Operating Schools and Buildings or otherwise applicable local or state guidance.
- Verify that HVAC system operational times, exhaust fans operation times, setpoints, and enabled features meet ASHRAE Guidance for Reopening and Operating Schools and Buildings or otherwise applicable local or state guidance.
- If installed HVAC systems or system components are broken, fail to meet minimum ventilation requirements, or are unable to operate to the original design and intent, this information will be included in the HVAC Assessment Report which will be provided to a Licensed Professional for determination of appropriate corrective measures. Repairs, upgrades, or replacements will be performed by a Skilled and Trained Workforce.

HVAC Assessment Report:

- EMCOR will provide an HVAC Assessment report that has been prepared by a **Qualified Testing Personnel or Qualified Adjusting Personnel**. HVAC assessment report to include:
 - Name and address of school facility and person preparing and certifying HVAC Assessment Report.
 - Documentation of HVAC equipment model number, serial number, general condition of unit, and any additional information that could be used to assess replacement and repair options given potential for increased energy efficiency benefits.
 - Either verification that MERV 13 filters have been installed or verification that the maximum MERV-rated filter that the system is able to effectively handle has been installed and what that MERV rating is.
 - The verified ventilation rates for facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, offices, and other occupied areas, and whether those rates meet the requirements set forth in Table 120.1-A. If ventilation rates do not meet applicable requirements, then an explanation for why the current system is unable to meet those rates will be provided.
 - The verified exhaust for facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, and other occupied areas and whether those rates meet the requirements set forth in the design intent.
 - Documentation of system deficiencies and recommendations for additional maintenance, replacement, or upgrades to improve energy efficiency, safety, or performance.
 - Name of the utility that provides electricity service and monthly electricity meter data.

Terms and Conditions

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon LOCAL EDUCATION AGENCY operating and maintaining systems/equipment. LOCAL EDUCATION AGENCY will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. LOCAL EDUCATION AGENCY will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the LOCAL EDUCATION AGENCY in accordance with Mesa Energy Systems, Inc.'s currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. Mesa Energy Systems, Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. Mesa Energy Systems, Inc. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. Mesa Energy Systems, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. Mesa Energy Systems, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only Mesa Energy Systems, Inc.'s personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. In the event of additional freight, labor, or material costs resulting from a LOCAL EDUCATION AGENCY's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs at Mesa Energy Systems, Inc.'s currently established rates.
- O. Mesa Energy Systems, Inc.'s scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. encounters such material in performing its work, Mesa Energy Systems, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be borne by the Customer as an extra to the contract price.
- R. The LOCAL EDUCATION AGENCY agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc.'s cost of performing this contract.
- S. The LOCAL EDUCATION AGENCY acknowledges and agrees that any purchase order issued by LOCAL EDUCATION AGENCY, in accordance with this Agreement, is intended only to establish payment authority for LOCAL EDUCATION AGENCY's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the LOCAL EDUCATION AGENCY's purchase order will have any force or effect.

Project Cost Estimate

The total cost estimate, including applicable taxes is shown in the appendix following this proposal.

This proposal, scope of work, and pricing is valid for 30-days from the date listed on this proposal.

Payment Terms

30% Mobilization due net 30-days

Remaining balance paid via progress billings due net 30-days

Agreement Execution

This agreement defines the understanding of services between Mesa Energy Systems Inc. and LOCAL EDUCATION AGENCY. This agreement shall begin on Local Education Agency 's Acceptance Date, or upon receipt of a Letter of Intent.

Local Education Agency Acceptance:

Mesa Energy Systems Inc:

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

Company Profile

1. Mesa Energy System, Inc.

- a. Corporation
- b. 2 Cromwell, Irvine CA, 92618
- c. Approximately 800 Current Employees
- d. Company Established in 1985
- e. Current Certifications (C20, C10, B, C38, C36, C04, C46
- f. Approximately 500 Completed Commercial HVAC Retrofit Projects Since 2012
- g. President, CEO Robert Lake
- h. Project Manager, Jason Carrere, (530) 870-6450, jcarrere@emcor.net

EMCOR SERVICES / MESA ENERGY SYSTEMS QUALIFICATIONS

EMCOR Services Mesa Energy Systems (EMCOR/Mesa) is a wholly owned subsidiary of EMCOR Group, Inc. EMCOR Group is a Fortune 500 global leader in mechanical and electrical construction, energy, and facilities services. FORTUNE Magazine named EMCOR "2011 Fortune's Most Admired Company's" and EMCOR is again ranked #1 as the World's Most Admired Company in the Engineering and Construction Category. This is the third consecutive year as #1 in the World and the fourth consecutive year as #1 in America.

EMCOR/Mesa is a licensed HVAC maintenance, service, building automation, and retrofit contracting company, headquartered in Irvine, California. We have 10 offices blanketing Southern and Northern California. The recent demands of the marketplace have transformed us into an Energy Solutions Company, assisting our customers in achieving optimal building energy performance, using improved maintenance, ongoing retrofit, and ongoing commissioning resulting in favorable ROI energy retrofits.

Collectively, EMCOR/Mesa has completed more than 50,000 mechanical and BAS-type projects nationwide, including more than projects for buildings in Southern California that have in excess of 500,000 square feet. Since our inception in 1983, EMCOR/Mesa remained steadfast in our commitment to exceptional safety standards and quality construction. We have earned a reputation providing value to our many satisfied customers through high-quality services, and efficient, cost-effective, customized retrofit solutions.

To meet these challenges, EMCOR/Mesa has assembled a team outstanding capabilities and reputations for ethical business practices; assigned our most experienced and talented project management and support staff; and developed an approach that delivers best-value to LOCAL EDUCATION AGENCY on this critical contract.

SERVICES PROVIDED:

HVAC Service & Retrofit
Central Plant Optimization
Energy Analysis
DDC Controls
Variable Frequency Drives
Building Automation
Operations & Maintenance
Demand Response
Smart Grid



500

has

for

with

Build. Power. Service. Protect.
That's The EMCOR Advantage™

EMCOR/MESA PAST PERFORMANCE

The EMCOR/Mesa Team has successfully completed relevant projects for many clients throughout Southern California and nationwide. The Team has demonstrated successful implementation of management actions to identify and mitigate potential problems while providing quality products and services safely, within budget, and on schedule.

RECENT PROJECTS

Recent relevant local projects include:

Client	Location	Scope of Work	Contact Information
Universal Hilton	Universal City CA	Design build retrofit of a 1000 ton central plant with an all Variable Speed chiller and pumping system and DDC controls, Solving Main Ball room and Foyer heating and control issues. Control upgrade of main area air handling units. Largest PACE program funded in the US to date	Steve Thompson Facilities Manager 818.506.2500
Pasadena Unified School District (PUSD)	Pasadena, CA	EMCOR/Mesa has completed installations/integrations/retrofits/repairs of systems (including 21 chillers, 14 Turbocor compressors, 2 Optimum Loop Controls, 46 VFDs, multiple dampers, and electrical systems) at more than 12 elementary/middle/high schools (more than 3 million GSF) totaling more than \$4.9M	Frazer Thompson Owner's Rep. 661.607.5891
Pasadena City College	Pasadena, CA	EMCOR/Mesa completed a \$3.1M project for the installation/replacement of two 500 ton chillers and eight associated pumps, pipes, DDC controls, six large DX coils, ASHRAE 15 ventilation system, Optimum Loop Control system, electrical conduit and wiring for a facility larger than 500,000 GSF.	Sam Kazarian Chief Engineer 818.321.1412
California Institute of Technology	Pasadena, CA	EMCOR/Mesa completed \$800K in VFD, HVAC, and controls installation/repairs for facilities totaling more than 1 million GSF.	Matthew Berbee Energy Manager 626.399.1915
US Federal Courthouse, 300 Los Angeles St	Los Angeles, CA	Under this \$2.4M project, EMCOR/Mesa installed 2,700 tons of York YK chillers, VFD retrofit of 2850 tons of Trane CVHF and CDHP chillers, Separation of 150 and 300 PSI plants, Variable CHW and CDW pumping, CHW coil replacement and DDC controls upgrade without disruption to 2.5 million square feet of federal building operations.	Stevie Martin Facilities Manager 213.625.2274

PAST PERFORMANCE MATRIX

The matrix listed on the pages that follow includes a snapshot of many other projects that we have completed throughout Southern California.

Building Name, Location	SF	Value	Cooling Tower Repair	VFD Installation	HVAC Installation	HVAC Repair	Large Chiller Replacement	Controls Installation	Controls Programming	Metering Installation	HVAC and Controls D-B	Timely Project Completion (2)	Quality Project Completion (5)	Met All Expectations (6)	Will Use EMCOR/Mesa on Future Projects
GSA Federal Courthouse, Los Angeles, CA	>500,000	\$890K			◆			◆	◆		◆	◆	◆	◆	◆
Jerry L. Pettis Veterans Hospital, Loma Linda, CA	>500,000	\$5.0M	◆	◆			◆					◆	◆	◆	◆
Providence Tarzana Medical, Tarzana, CA	>500,000	\$800K		◆			◆	◆	◆			◆	◆	◆	◆
Harman Business, Complex, Northridge, CA	600K	\$340K			◆							◆	◆	◆	◆
Travis AFB, David Grant Medical Center, Fairfield, CA	>500,000	\$18M			◆						◆	◆	◆	◆	◆
Pasadena City College, Pasadena, CA	>500,000	\$3.2M	◆	◆	◆		◆	◆	◆		◆	◆	◆	◆	◆
Pasadena Unified School District, Pasadena, CA	>500,000	\$893K		◆	◆	◆		◆	◆		◆	◆	◆	◆	◆
Pasadena Unified School District, Pasadena, CA	>500,000	\$234K						◆	◆		◆	◆	◆	◆	◆
Pasadena Unified School District, Pasadena, CA	>500,000	\$395K							◆			◆	◆	◆	◆
Pasadena Unified School District, Pasadena, CA	1.5 M	\$3.4M		◆	◆	◆		◆	◆		◆	◆	◆	◆	◆
Torrance Memorial Medical Center, Torrance, CA	>500,000	\$66K	◆									◆	◆	◆	◆
La Paz Building 7, Laguna Hills, CA	>500,000	\$165K			◆							◆	◆	◆	◆
Cal State LA Plant Refurbishment, Los Angeles, CA	>500,000	\$393K	◆	◆		◆		◆	◆	◆	◆	◆	◆	◆	◆
Cal Tech Institute Energy Conservation Measures - Phase 1, Pasadena, CA	>500,000	\$333K		◆	◆	◆		◆				◆	◆	◆	◆
Cal Tech Institute Energy Conservation Measures - Phase 2, Pasadena, CA	>500,000	\$477K		◆	◆	◆		◆				◆	◆	◆	◆

City National Plaza Cooling Towers, Los Angeles, CA	2.5 M	\$62K	◆	◆			◆			◆	◆	◆	◆
Pasadena City College, Pasadena, CA	>500,000	\$462K	◆	◆		◆	◆			◆	◆	◆	◆
Historic Mission Inn Hotel Central Plant, Riverside, CA	>500,000	\$135K	◆	◆	◆	◆	◆			◆	◆	◆	◆
Pasadena City College, Pasadena, CA	>500,000	\$833K	◆				◆			◆	◆	◆	◆
City National Plaza 35 Boilers Project, Los Angeles, CA	2.5 M	\$684K			◆		◆			◆	◆	◆	◆
City National Plaza Cooling Towers, Los Angeles, CA	2.5 M	\$264K	◆				◆			◆	◆	◆	◆
300 N. Brand Building, Pasadena, CA	>200,000	\$637K	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
2700 Colorado Avenue Building, Pasadena, CA	>500,000	\$43K	◆							◆	◆	◆	◆
Antelope Valley Hospital, Lancaster, CA	700,000	\$600K				◆	◆	◆	◆	◆	◆	◆	◆
City National Plaza 35 Boilers Project, Los Angeles, CA	2.5 M	\$208K		◆	◆		◆		◆	◆	◆	◆	◆
City National Plaza Cooling Towers, Los Angeles, CA	2.5 M	\$62K	◆	◆			◆			◆	◆	◆	◆
City National Plaza Boilers and Piping, Los Angeles, CA	2.5 million	\$37K				◆				◆	◆	◆	◆
Pasadena City College, Pasadena, CA	> 500,000	\$76.6K				◆				◆	◆	◆	◆

HVAC Estimate By Site:

Las Plumas High \$92,709.00

Oroville High \$74,791.00

Prospect High \$24,137.00

Adult Education \$18,235.00

Community Day \$6,481.00

Oroville Union High School District
Memorandum

TO: Board of Trustees

From: Jim LaGrone, Facilities Director

Date: August 27, 2021

Subject: Acceptance of Engineering Services

I am requesting the approval for a contract between Mid Pacific Engineering, Inc. and Oroville Union High School District. The Oroville High School gym HVAC project will require engineering services during the installation. Mid Pacific Engineering has submitted a proposal not to exceed \$2,176.00 for engineering services. The funding source for this will come out of the funding approved by the board for the one time funding expenditures.

Thank you,

Jim LaGrone

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of July 23, 20 , between the Oroville Union High School I ("District") and Mid Pacific Engineering, Inc. ("Contractor") (together, "Parties").

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

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$90,200 as of January 1, 2018; and

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District Testing and inspection services, including the location where services be provided, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, through May 31, 2021. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
- 3. Compensation.** District compensation to the Contractor shall not exceed \$ 2,176.00, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

- 5. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
- 6. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 7. Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 8. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 9. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 10. Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
- 11. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 12. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13.Termination.

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

- 13.1.1.** material violation of this Agreement by the Contractor; or
- 13.1.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

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

14.Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the

District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

15.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

15.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

15.4. Other Insurance Provisions:

15.4.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.4.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

15.4.1.2. For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

15.4.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.4.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.4.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.4.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

15.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

16. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

17. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. Fingerprinting of Employees. It is not contemplated at the time of execution of this Agreement that Contractor or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Contractor will have contact with any pupils, Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all

employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

- 19. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Oroville Union High School District
2211 Washington Ave.
Oroville, Ca 95966
Fax: (530) 538-2308

Contractor

Mid Pacific Engineering, Inc.

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

- 20. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Oroville Union High School District Board of Education. Services shall not be rendered until Agreement is approved.
- 23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.
- 24. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good

faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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

OROVILLE UNION HIGH SCHOOL DISTRICT

[CONTRACTOR]

Date: _____, 2021

Date: 8/27/21, 20____

Signature: _____

Signature: _____

Print Name: Susan Watts

Print Name: TROY KRAMISKY

Information regarding Contractor:

License No.: N/A

Address: PO Box 492067
REDDING, CA 96049

Telephone: 530-246-9499

Facsimile: 530-246-9527

E-Mail: BRIANELY@MIDPACIFIC
ELG.COM

Contractor's state of residence: CA

States in which Contractor
is licensed to do business: _____

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: CA
☐ Limited Liability Company
☐ Other: _____

27-2104110
~~21-14~~

Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Exhibit A
Scope of Services

WORKERS' COMPENSATION CERTIFICATION

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

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

Check only one of the boxes below.

☒ I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.
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Date: 8/27/21

Name of Contractor: MID PACIFIC ENG, INC.

Representative's Name and Title: TROY HAMISIKY SEC/TREAS

Signature: [Signature]

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

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

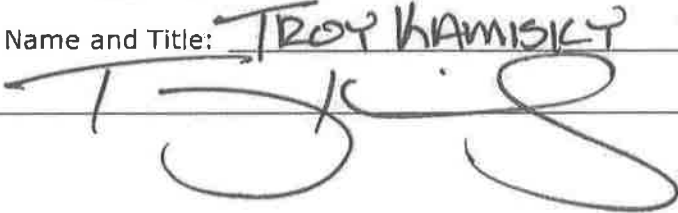
Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- ☐ The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☒ Contractor shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

Date: 8/27/21

Name of Contractor: Mid Pacific Engineering, Inc.

Representative's Name and Title: TROY HAMISKY SEC/TREAS

Signature: 

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- A. ☒ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: Jim LaGrone, Facilities Director

District Representative's Signature: _____

- B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including

additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 8/27/21

Name of Contractor: Mid Pacific Engineering, Inc.

Signature: [Signature]

Representative's Name and Title: TROY HAMISKY, SEC/TREAS

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

OROVILLE UNION HIGH SCHOOL DISTRICT
2211 WASHINGTON AVE
OROVILLE, CA 95966

REQUEST FOR FIELD TRIP

Please refer to BP 6153 for deadline to submit this form for approval. Do not take your students away from school without getting prior permission from the office. Parents or guardian permissions is required for all students.

Activity: Western Fall Classsic Livestock Judging Contest

Date(s): 10/8/2021-10/9/2021

Hours: 3:15 pm 10/8/21-6:30pm 10/9/21

Location: Jackson County Expo Center, Medford Oregon

Funding Source(s): Agriculture

Teacher Responsible for Supervision/First Aid: Brendan Close

Name Students Attending Activity (attach list if large group): Raymond Fernandez, Ariel Lancaster, Alivea Summers, Zane Mackay, Kaylee Johnson, Lilly Kingsbury

Chaperones: Brendan Close, Taylor Mackay (Ag Para Educator)

Pre-Trip Activities: Ag Curriculum

Trip Activities: 10 class livestock judging contest, oral reasons and test.

Post-Trip Activities: Ag Curriculum

Additional Information: We will be staying at the Holiday Inn Express In Central Point Oregon
285 Peninger Rd, Central Point, OR 97502

Permission Slip Completed for Each Student?

☒ Yes

☐ No

Transportation: ☐ School Bus*

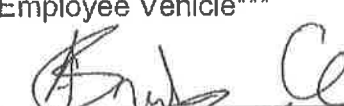
☒ Van/Suburban* (Ag Dept)

☐ Charter Bus**

☐ Employee Vehicle***

☐ Volunteer Vehicle***

☐ Rental Vehicle***

Teacher's Signature: 

Date: 8-13-2021

Principal's Signature: 

Date: 8-18-21

Superintendent's Signature: _____

Date: _____

Note: The principal's signature verifies that all district requirements for the field trip have been met.

*Submit appropriate form to the transportation department

**Company must be on board approved list

***Attach Employee/Volunteer Personal Vehicle Use Form

OROVILLE UNION HIGH SCHOOL DISTRICT
Resolution #2-21/22

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 15, 2021, 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 2021/2022 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 15th day of September, 2021, by the governing board of the Oroville Union High School District by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

Governing Board Official

OROVILLE UNION HIGH SCHOOL DISTRICT
Resolution #3-21/22

CERTIFICATION OF INDEPENDENT STUDY COURSEWORK

WHEREAS, the Governing Board of Oroville Union High School District, in order to comply with the requirements of Education Code section 51749.5, which is on or before the 30th school day and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board certifies that coursework in the independent study program is of the same rigor and educational quality as equivalent classroom-based courses, and shall be aligned to all relevant local and state content standards. This includes access to all courses offered by OUHSD for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.

WHEREAS, the Governing Board certifies that the independent study courses have the equivalent duration, instructional minutes and course credits for each course as those courses found on campus or online.

WHEREAS, the Governing Board certifies that there is a plan to provide opportunities for at least weekly synchronous instruction for all students throughout the school year.

NOW, THEREFORE, BE IT resolved that for the 2021/2022 school year, the Governing Board of the Oroville Union High School District has certified that these courses and plans are in place for all students enrolled in the OUHSD Center for Independent Study program.

ADOPTED this 15th day of September, 2021, by the governing board of the Oroville Union High School District by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

Board President

ATTEST:

Superintendent