



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES MEETING AGENDA

**Wednesday, February 16, 2022 at 5:30 p.m. at the Transportation Conference Room,
located at 2139 Washington Avenue, Oroville, CA 95966 and via YouTube**

The open session portion of the meeting will start at approximately 6:15 p.m.

Meeting link: <https://youtu.be/Yj1bXE7kjWA>

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, January 19, 2021, 5:30 p.m. in the Transportation Conference Room, 2139 Washington Avenue, Oroville, CA 95966 (mask or proof of exemption required) and via YouTube (see coversheet)

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; Principal's report on all certificated probationary employees, tenure candidates and certificated non-reelects]
- **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

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

1. Gather Pre-Map Input on Trustee Areas (Willenberg)

Board members are currently elected in "at-large" elections, where each member is elected by voters throughout the District. The California Voting Rights Act (CVRA) prohibits the use of "at-large" elections in certain circumstances. "By-trustee-area" elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA and may provide additional opportunities for candidates from across a jurisdiction to seek election. At its November 17, 2021 meeting, the Board adopted a resolution indicating its intent to transition from at-large to by-trustee area elections.

The law requires the Board hold at least two "pre-map" public hearings prior to the development of any maps.

Tonight, the Board will hold its first public hearing as part of the process to adopt a trustee area boundary map in order to transition from at-large to by-trustee area elections.

REGULAR BOARD AGENDA FOR FEBRUARY 16, 2022

During this hearing, the Board will receive additional information about the planned process and timeline to develop trustee area boundary maps, including a presentation by the District's legal counsel, William Tunick, from Dannis Woliver Kelley. The public is asked to provide input regarding the composition of potential trustee area boundaries.

Recommendation: District staff recommends that the Board receive additional information about the process and then open a public hearing to gather any public input regarding the composition of potential trustee area boundaries.

Financial Impact: No fiscal impact.

2. **2022/2023 District and OSTA Initial Proposals for Negotiations**

The initial proposals from the District and OSTA are presented for public discussion. The district will open negotiations on Article VII (Hours and Days of Employment) and Article XIX (Unit Member Benefits). OSTA will open negotiations on Article XVII (Leaves) and Article VIII (Class Size). Both proposals have been posted at the District Office and each school site.

Enclosure

RECOGNITIONS AND PRESENTATIONS

3. **Student Achievement and Recognition – Prospect 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. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**. The Board is prohibited by State law from taking action on any item not listed on the agenda, except under special circumstances as defined in the Government Code.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

At this time, the President will invite anyone in the audience wishing to address the Board on a matter listed on the agenda to step to the podium, state their name for the record and make their presentation. Presentations are **limited to three (3) minutes per person and fifteen (15) minutes per subject**

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

4. **Board Comments**

5. **Superintendent**

6. **Administration**

7. **Mid-Year LCAP Report and Presentation**

8. **DOJ Update**

9. **Quarterly Williams Act Report**

There were no complaints received during the last quarter.

OLD BUSINESS (None)

REGULAR BOARD AGENDA FOR FEBRUARY 16, 2022

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

10. Minutes from the January 19th Regular and January 27th Special Board Meeting
11. Check Registers Dated 1/11, 1/13, 1/18, 1/20, 1/25, 1/27, 2/1, 2/3, 2/8 and 2/10
12. Monthly Financial Report
13. 22/23 Contract with CDWG for Equipment Funded by E-Rate
14. 21/22 – 23/24 Contract with Christy White, Inc. for Independent Auditor Services
15. 21/22 District Safety Plan
16. Out-of-State Travel Request/High Risk Activity – OHS FCCLA to Disneyland and State Conference
17. Graduation Waiver Requests
18. 1st Reading of Board Policies and Administrative Regulations
 - o AR 1330 (Use of School Facilities)
 - o BP/AR 3515 (Campus Security)

NEW BUSINESS

19. Acceptance of June 30, 2021 Audit Report (Watts)

Mrs. Watts will present the district's June 30, 2021 Audit Report prepared by Christy White Associates
Recommend acceptance of the June 30, 2021 Audit Report

Enclosure

20. Approval of a 4.79% Salary Schedule Increase for the Confidential/Supervisory Group (Willenberg)

The cost of this increase to the salary schedule is \$35,940 to be paid with unrestricted funds and is retroactive to 7/1/21. This group was offered a 3.25% increase in salary, in addition to a \$1,296 annual increase in the District's contribution to health and welfare insurance. These employees have elected to keep their insurance contribution status quo, and instead, convert the increase into a percentage increase on the salary schedule. This amounts to an additional 1.54%. A salary schedule applying this increase is included in the board packet. **Recommend approval**

Enclosure

21. Approval of Tentative Agreement with OSTA Dated January 18, 2022 (Willenberg)

The District has reached a tentative agreement with OSTA that includes a 3.25% increase to the salary schedule retroactive to 7/1/21, a 3.25% increase to the extra duty salary schedule, release time for negotiations prep, eight release days for the OSTA president paid by the District, pay for teachers that cover classes during their prep, a 28 student cap on Special Ed caseloads, an increased Cheer Coach stipend, the addition of a Percussion Director Stipend, late start bell schedules for 2022-23, an update on the term of the collective bargaining agreement through June 30, 2024, and an agreement to update the numbering of the agreement. The total cost of this is \$402,878. \$370,287 of this will be paid with unrestricted funds, the remainder will be covered with categorical funding. **Recommend approval**

Enclosure

22. Approval of a 4.13% Salary Schedule Increase for the Certificated Administrative Group (Willenberg)

The cost of this increase to the salary schedule is \$56,799 and is retroactive to 7/1/21. \$51,990 will be paid from unrestricted funds, with the remaining \$4,809 paid from Title I and Adult Ed funding. This group was offered a 3.25% increase in salary, in addition to a \$1,296 annual increase in the District's contribution to health and welfare insurance. These employees have elected to keep their insurance contribution status quo, and instead, convert the increase into a percentage increase on the salary schedule. This amounts to an additional .88%. A salary schedule applying this increase is included in the board packet. **Recommend approval**

Enclosure

REGULAR BOARD AGENDA FOR FEBRUARY 16, 2022

23. **Approval of a 3.86% Salary Increase and Two-Year Contract Extension for the Assistant Superintendent/CBO (Willenberg)**

The cost of this increase to the salary is \$8,192 and will be paid from unrestricted funds, retroactive to 7/1/21. The Assistant Superintendent/CBO was offered a 3.25% increase in salary, in addition to a \$1,296 annual increase in the District's contribution to health and welfare insurance. She has elected to keep her insurance contribution status quo, and instead, convert the increase into a percentage increase on the salary schedule. This amounts to an additional .61%. An updated 21/22 – 24/25 contract including these changes is included in the board packet. **Recommend approval**

Enclosure

24. **Approval of a 3.82% Salary Increase for the Superintendent (Watts)**

The cost of this increase to the salary is \$8,304 and will be paid from unrestricted funds, retroactive to 7/1/21. The Superintendent was offered a 3.25% increase in salary, in addition to a \$1,296 annual increase in the District's contribution to health and welfare insurance. He has elected to keep his insurance contribution status quo, and instead, convert the increase into a percentage increase on the salary schedule. This amounts to an additional .57%. An updated contract including these changes is included in the board packet. **Recommend approval**

Enclosure

25. **Geography and Health Requirements (Willenberg)**

The Superintendent proposes the following changes to occur during the 22/23 school year: 1) Drop the Freshmen Success title from the Geography and Health/Driver Education courses due to a credentialing issue from BCOE; 2) Offer Geography and Health/Driver Education courses; 3) Form a committee to explore possible changes to the freshmen graduation requirements; and 4) have the committee explore how the District will meet the new Ethnic Study requirement, beginning in the 29/30 school year.

Recommend approval

Enclosure

26. **Facility Fee Waiver for LPHS PTSA (Willenberg)**

LPHS PTSA is seeking approval of a \$100 facility fee waiver to use the cafeteria for a Bunco fundraiser for Safe Grad Night. **Recommend approval**

Enclosure

27. **Resolution for the California Energy Commission's California School Healthy Air, Plumbing Efficiency (CalSHAPE) Program (Watts)**

The District has been awarded a grant of \$320,116.56 for heating and air conditioning system assessment and maintenance and filter replacement for identified systems. Approval of the resolution accepts all grant terms and conditions and authorizes Corey Willenberg, Susan Watts and Jim LaGrone to execute all necessary documents and undertake all actions necessary to complete these projects. **Recommend approval of Resolution #13-21/22**

Enclosure

28. **Personnel Assignment Order**

Approval is requested for the following Personnel Assignment Order:

Certificated

Karsten Anderson
Teacher-OHS
Request for FMLACFRA Medical Leave
Effective 1/14/2022 – 4/1/2022

Classified

Darlene Hildebrandt
Para-Educator II
Resignation
Effective 2/10/2022

REGULAR BOARD AGENDA FOR FEBRUARY 16, 2022

Certificated (Cont.)

6th Period Options

Ceramics–3rd period-Samantha Muntifering
Effective 1/24/22 – 4/1/22
Math-5th period-Jennifer Culver
Effective 4/7/22-2/11/22 and 3/14/22-4/8/22
Math-4th period-Tom Frazier
Effective 4/7/22-2/11/22 and 3/14/22-4/8/22

Cameron Scott
Teacher-OHS
Resignation
Effective 6/3/2022

Classified (Cont.)

Terry Rossetta
Special Education Clerical Aide
Resignation
Effective 5/15/2022

Tamara (Reid) Wallace
Custodian
8.0hrs p/day; 260 days p/yr.
Step/Column 15/A \$16.96 p/hr.
Effective 2/22/2022

29. Items for Next Agenda

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, March 16, 2022, 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: February 7, 2022
Subject: 22-23 Openers for OSTA Negotiations

T

The Oroville Union High School District presents its initial proposal for 2022/2023 negotiations with the Oroville Secondary Teachers Association (OSTA):

Article VII: Hours and Days of Employment

- a. Job Descriptions for teachers, counselors and extra duty assignments

Article XIX: Unit Member Benefits

Per Article I - There will be an Annual re-opener on salary and up to two additional Articles selected by each party.

To: Oroville Union High School District

From: Oroville Secondary Teachers' Association

Date: February 7, 2022

Subject: 2022-2023 Openers

The Oroville Secondary Teachers' Association presents its initial proposal for 2022-2023 negotiations with the Oroville Union High School District.

Article VIII: Class Size

Article XVII: Leaves



To: Oroville Union High School District Board of Trustees
From: Dr. Corey Willenberg, Superintendent 
Date: February 7, 2022
Subject: LCAP Mid Year Report

Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the annual update to the 2021–22 LCAP and budget overview for parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting the LEA must include all of the following:

- Update on the Budget Overview for Parents
- The Supplement for the Annual Update for the 2021–22 LCAP;
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

The Superintendent will be presenting the LCAP Mid Year Report



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

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

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

OUHSD is using surveys to parents, students and community members that assisted in the development of the 2021-2024 Local Control Accountability Plan (LCAP) and in the development of the ESSER III plan. At the beginning of the 2021-2022 school year, OUHSD developed a survey for staff, parents and members of the school community to gather input on the priorities for spending our ESSER III funds. Links to the survey were emailed, posted on our website, and posted on social media. OUHSD also sought input via virtual and in person meetings with groups such as Supportive School Climate Committee, and via survey with the LPO Band Boosters, OUHSD Hall of Fame, and from bargaining units. We also asked members of the Supportive School Climate Committee to circulate the link to the ESSER III survey to their members.

OUHSD provided multiple opportunities to the public to provide input at OUHSD Board meetings, specifically at our June, July, August, September and October Board meetings. These governing board meetings were open to all stakeholders so that those who could not access surveys or attend meetings during the school day could provide input in person. OUHSD has representatives of both Rancherias that reside within district boundaries, the NAACP of Butte County, Hmong Cultural Center, African American Family Cultural Center, Boys and Girls Club of the North Valley, and individuals representing students with disabilities on our Supportive School Climate Committee that serves as the OUHSD Parent Advisory Group.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

The Oroville Union High School District has an un duplicated student count of 77.1% (73% SED, 3.1% English Learners and 1% Foster Youth). During the 2020-2021 school year, the district implemented Culturally Responsive-Positive Behavior Intervention Supports (CR-PBIS). The goal was to restructure discipline, develop alternatives to suspension and develop positive school cultures throughout the district. Implementing this program takes additional staffing to make sure PBIS is being implemented in every classroom, everyday and to support staff in the implementation of CR-PBIS with fidelity. After consulting with stakeholders, it was determined that an additional Assistant Principal at each comprehensive site (LPHS and OHS) was an excellent use of additional concentration funds. In addition, the district added a Supplemental Ed Tech at each comprehensive site to assist with student testing. A science teacher, and math teacher and a social science teacher were added at Las Plumas due to increased enrollment.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

OUHSD is using surveys to parents, students and community members that assisted in the development of the 2021-2024 Local Control Accountability Plan (LCAP) in the development of the ESSER III plan. At the beginning of the 2021-2022 school year, OUHSD developed a survey for staff, parents and members of the school community to gather input on the priorities for spending our ESSER III funds. Links to the survey were emailed, posted on our website, and posted on social media. OUHSD also sought input via virtual and in person meetings with groups such as Supportive School Climate Committee, and via survey with the LPO Band Boosters, OUHSD Hall of Fame, and from

bargaining units. We also asked members of the Supportive School Climate Committee to circulate the link to the ESSER III survey to their members.

OUHSD provided multiple opportunities to the public to provide input at OUHSD Board meetings, specifically at our June, July, August, September and October Board meetings. These governing board meetings were open to all stakeholders so that those who could not access surveys or attend meetings during the school day could provide input in person. OUHSD has representatives of both Rancherías that reside within district boundaries, the NAACP of Butte County, Hmong Cultural Center, African American Family Cultural Center, Boys and Girls Club of the North Valley, and individuals representing students with disabilities on our Supportive School Climate Committee that serves as the OUHSD Parent Advisory Group.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

We have had many successes with this funding source. We have been able to hire an additional Social Workers, increase nursing time to assist with COVID safety protocol implementation and address health and safety issues regarding facilities. One of the biggest challenges with spending these funds was hiring staff. We are having a difficult time hiring para-educators, bus drivers, custodians and appropriately credentialed teachers. We have also contracted for School Resource Officers for all of our schools. BCSO has not been able to provide an officer for the 21-22 school year due to staffing issues. OPD has reduced the hours their officer on campus due to staffing issues.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

The Oroville Union High School District uses our LCAP to drive how most of our funds are allocated. The major focus is on providing students with an outstanding high school education aligned to California State Standards in a safe, clean learning environment. Stakeholder input was gathered in the development of the LCAP, the Extended Opportunity Learning Opportunity Plan and the ESSER III plan. After reviewing all of the community input, the following are the top priorities that align with ESSER funding categories:

- a. Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve air quality and address safety concerns in school facilities.
- b. Activities to address the unique needs of low income students, students with disabilities, English Learners, Foster Youth, homeless students, and racial and ethnic minorities.
- c. Planning for, coordinating and implementing activities during long term closures.
- d. Planning for, coordinating and implementing activities to address learning loss.
- e. Purchasing educational technology (including hardware, software and connectivity) for students and children with disabilities, which may include assistive technology or adaptive equipment.
- f. Providing mental health services and supports, with the implementation of evidence based and research based practices.
- g. Providing safety equipment such as masks and hand sanitizer at each school site.

The majority of the actions in our ESSER III Expenditure Plan align to these priorities, especially in the strategies for continuous safe in person instruction and addressing the impact of lost instructional time categories.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: “A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: “A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California Education Code Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: “A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/reliefunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

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

Goal 1

Provide equitable educational opportunities for all students

Rationale

Our California School Dashboard Indicators show that we are not serving students equitably. We will use California School Dashboard metrics to monitor progress on graduation rate, chronic absenteeism, college and career readiness, and suspensions/expulsions.

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	District Graduation Rate for all students (Priority 5 Pupil Engagement)	19-20 Data 89.5% All 60.3% SWD 100% Foster Youth 82.4% EL's	20-21 Data 83.5% All 68.1%SWD Foster Youth (too small to calculate) 76.9% EL's	94% All 75% SWD 100% Foster Youth 85% EL's
	College/Career Readiness Indicator (Priority 8 College/Career Indicator) for all students deemed "Prepared"	19-20 Data 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% Homeless 14.8%	N/A	All >40% SWD >40% EL>40% African American >40% American Indian >40% Asian > 60% Hispanic >40% White >40% SED >40% Homeless >40%
	Chronic Absenteeism Rate for all students (Priority 5 Pupil Engagement)	19-20 Data All 26% SWD 38.89% Foster Youth 42.4% ELs 16.2%	Fall 2021 Data All 41.36% SWD 50.72% Foster Youth 32.14% ELs 28.44%	All <15% SWD <20% Foster Youth <20% ELs <15%
	Student Performance on Advanced Placement Exams (score of "3" or better on all	19-20 Data 68% scored a "3" or better on all exams taken)	20-21 Data 2.8% (13 students) scored a "3" or better on all exams taken.	>75% scored a "3" or better on all exams taken)

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	exams taken) (Priority 4 Pupil Achievement)			
	School Facilities in "Good Repair" per CDE Facility Inspection Tool (FIT) Priority 1 Basic)	Average FIT score for all facilities is 90.28%	Average FIT score for all facilities is 92.07%	>Over 90% average for all facilities
	Teachers Fully Credentialed and Appropriately Assigned (Priority 1 Basic)	100% appropriately credentialed and assigned as measured by Williams Act criteria.	Currently two vacancies (OHS-English and LPHS-ITECH)	100% appropriately credentialed and assigned as measured by Williams Act criteria.
	Standards aligned instructional materials for all students (Priority 1 Basic)	All students have standards aligned instructional materials.	All students have standards aligned instructional materials.	Continue to have all students with standards aligned instructional materials as measured by Williams Act.
	Parent engagement and parent input (Priority 3 Parent Involvement)	Engage parents and community members in school district by using dialer/community newsletters/social media. An average of 2,041 people have viewed the OUHSD Community Newsletter. District held five Zoom meetings for parents and community members to provide input on the LCAP, Expanded Learning Grant and disciplinary practices.	Engage parents and community members in school district by using dialer/community newsletters/social media. To date, the district has held two Supportive School Climate Committee meetings via Zoom. District will hold LCAP stakeholder, DELAC, ELAC and Site Council meetings in the Spring.	Continue to engage parents and community members in school district by using dialer/community newsletters/social media. The goal is to increase an average of 2,500 views on Community Newsletters. Increase the number of informational meetings via in-person and Zoom to ten yearly.
	Attendance Rate (Priority 5 Pupil Engagement)	19-20 Data OUHSD: 87.5% LPHS: 94.7% OHS: 92.5% PHS: 75.4%	Fall 2021 Data OUHSD: 88.73% LPHS: 90.24% OHS: 88.76% PHS: 66.70%	OUHSD: >90% LPHS: >95% OHS: >95% PHS: >80%
	High School Dropout (Priority 5 Pupil Engagement)	20-21 Data OUHSD: 33	20-21 Data OUHSD: 33	<10 dropouts district-wide

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		LPHS: 7 OHS: 3 CDS: 5 PHS: 18	LPHS: 7 OHS: 3 CDS: 5 PHS: 18	
	Implementation of CA state Standards including how EL's will access the CCSS and ELD standards (Priority 2).	Full implementation of State Standards as observed by administration using informal walkthrough form.	Full implementation of State Standards as observed by administration using informal walkthrough form.	Full implementation of State Standards as observed by administration using informal walkthrough form.
	% of EL's who progress in English proficiency (Priority 4)	19-20 Data 4 out of 29 (13.7%) ELL's showed improvement on the ELPAC.	20-21 Data 13.98% of 87 ELL students tested were determined to be "well developed."	>20% of ELL's will show improvement on the ELPAC.
	Reclassification Rate for English Learners	19-20 Data 4 (7.0%) total for OUHSD	20-21 Data 11 (15.9%) total for OUHSD	>16% of ELL's will be reclassified

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	Technology Replacement and Repair Repair and replace Chromebooks, upgrade Internet connectivity at all sites, purchase interactive boards, and provide professional development for staff.	21-22, 22-23 and 23-24	No	Other State 289,508	LCFF 161,263 Other State -500 Local 56,000	\$506,271.00	\$56,821.00
1.2	Professional Development for all Staff Focus professional development on CR-PBIS, Professional Learning Communities (PLC), Universal Design for	21-22, 22-23 and 23-24	Yes	LCFF 152,992 Other State 187,159 Federal 149,986		\$490,137.00	\$241,435.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Learning, strategies for assisting ELL's and ELD, technology and curriculum. OUHSD teachers have four additional contract days for professional development and collaboration.						
1.3	Intervention for 5th Year Seniors Students continuously enrolled in OUHSD schools that need extra time and support to complete High School diploma requirements.	21-22, 22-23 and 23-24	No		LCFF 0	\$0.00	\$0.00
1.4	Purchase Assessment Software for Targeted Support Use MAP assessment as a universal screener to ensure appropriate placement in math and English classes as well as target interventions. IO Education Assessment Platform to identify student needs and targeted support.	21-22, 22-23 and 23-24	Yes		LCFF 30,000	\$30,000.00	\$29,442.00
1.5	Maintain and Expand Library Services Provide library supervision during and after school, ensure library resources are current and in good condition, and use Follett software for library management.	21-22, 22-23 and 23-24	Yes	LCFF 130,775 Federal 4,500	LCFF 12,000	\$147,275.00	61,318.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.6	Outreach for Foster Youth by Social Workers and BCOE School Ties Program Social Workers and Targeted Case Managers will provide outreach to Foster Youth and Homeless students and support services to assist them in completing a high school graduation requirements.	21-22, 22-23 and 23-24	No		Federal 2,000	\$2,000.00	\$0.00
1.7	Advisory Period The Advisory Period will be used to provide lessons on bullying, harassment, bias, suicide prevention and high school skills.	21-22, 22-23 and 23-24	No		LCFF 0	\$0.00	\$0.00
1.8	Math, English, and Positive Behavior Interventions Teachers on Special Assignment (TOSA) will assist with PBIS implementation and will monitor California School Dashboard Indicators and activities to assist students in improving math and English Language Art skills. We will fund intervention periods for math and English.	21-22, 22-23 and 23-24	Yes	LCFF 722,637 Federal 77,493	LCFF 10,000	\$810,130.00	\$619,673.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.9	Tutorial Support and Push In Support for Students with Disabilities Tutorial Support (push-in) for students with disabilities. Differentiation of instruction for diverse learners. Additional assistance for students is provided by classified Para-Educators in the classroom and one-on-one settings.	21-22, 22-23 and 23-24	No	Other State 1,698,977 Federal 747,160		\$2,446,137.00	\$965,426.00
1.10	District ELD Coordinator EL Coordinator - 20% (1 section)	21-22, 22-23 and 23-24	Yes	LCFF 26,500		\$26,500.00	\$10,671.00
1.11	Supplemental English Language Development Support Classes for all ELD students Supplemental English Language Development support classes for EL students.	21-22, 22-23 and 23-24	Yes	LCFF 229,010		\$229,010.00	\$95,809.00
1.12	Extended Instructional Hours from 15/week to 30/week at Prospect High School Extended instructional hours from 15/week to 30/week at PHS gives students more opportunities to earn credits and graduate on time.	21-22, 22-23 and 23-24	Yes	LCFF 443,736	LCFF 23,750	\$467,486.00	\$247,713.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.13	College Connection Program Provide College Connection program to seniors who wish to complete their senior year at Butte College. Students can earn up to 11 credits per semester towards their AA/AS degree or transfer credits.	21-22, 22-23 and 23-24	Yes	LCFF 150,021	LCFF 10,500	\$160,521.00	\$70,864.00
1.14	Maintain Facilities in Good Repair Ensure all facilities are in good repair and are clean and safe as defined in the Williams Act Requirements.	21-22, 22-23 and 23-24	No	LCFF 519,414 Federal 915,027	LCFF 611,017 Federal 162,000	\$2,207,458.00	\$1,113,560.00
1.15	Teachers and Staff are Appropriately Assigned and Credentialed Ensure staff and teachers are appropriately assigned and credentialed as defined in the Williams Act Requirements	21-22, 22-23 and 23-24	No		LCFF 0	\$0.00	\$0.00
1.16	Sufficient Instructional Materials Ensure all students have sufficient instructional materials as defined in the Williams Act Requirements	21-22, 22-23 and 23-24	No		Other State 105,000	\$105,000.00	\$227,503.00
1.17	Collaborate with Butte College Work with Butte College to offer concurrent and dual enrollment classes as well	21-22, 22-23 and 23-24	No		LCFF 0	\$0.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	as the College Connection program.						
1.19	Credit Recovery and Summer School Credit recovery opportunities will be offered throughout the school year as well as a summer session for students to make up credits. Purchase Edgenuity software for credit recovery and independent study.	21-22, 22-23, 23-24	Yes	LCFF 46,332 Federal 50,002	LCFF 121,000	\$217,334.00	\$182,520.00
1.20	Provide Outreach to Incoming 9th Graders to Assist Them in Transitioning to High School The district will provide outreach and supports to incoming 9th graders through campus visits and freshman orientation.	21-22, 22-23 and 23-24	Yes	LCFF 10053	LCFF 3600	\$13,653.00	\$5,259.00
1.21	Provide Facilities to the Boys and Girls Club of the North Valley The Boys and Girls Club of the North Valley has clubhouses on each comprehensive high school campus. They collaborate with the district to provide tutoring, social emotional supports and career exploration opportunities to our students.	21-22, 22-23 and 23-24	Yes		LCFF 52,000	\$52,000.00	\$26,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.22	Expand the Independent Study Program Prior to the 20-21 school year, the independent study program was limited to 120 students. Beginning with the 21-22 school year, the independent study/digital learning program will be expanded to accommodate 420 students.	21-22, 22-23 and 23-24	No	Other State 220,705 Federal 1,026,411		\$1,247,116.00	\$434,974.00
1.23	Addition of Online Geography and Independent Study PE With the addition of Online Geography and Independent Study PE, students can access Band, Spanish or CTE courses.	21-22, 22-23 and 23-24	Yes	LCFF 48,025		\$48,025.00	\$21,948.00
1.24	Additional Paths to a Diploma for Students with Disabilities Review policies and procedures to explore additional pathways to a diploma and process for reducing Certificates of Completions.	21-22, 22-23 and 23-24	No		LCFF 0	\$0.00	\$0.00

Goal 2

Provide a safe, nurturing and supportive environment to every student using Culturally Responsive Positive Behavior Intervention Supports as a framework

Rationale

OUHSD believes every student deserves a high school education in a safe, nurturing and culturally responsive environment. Students will likely attend school regularly and graduate on time in a safe, positive and nurturing learning environment. Reducing suspensions and expulsions will reduce the number of days students are excluded from school due to disciplinary issues.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	California Healthy Kids Survey question on school being a supportive and inviting place for students to learn). (Priority 6 School Climate)	71% agree (17/18 data)	69% agree (20/21 data)	85% agree
	Implementation of PBIS (Priority 6 School Climate)	Implementation of PBIS 19-20	Continued implementation of PBIS	Full implementation of PBIS all schools.
	Suspension Rate (Priority 6 School Climate)	All 8.7% SWD 15.48%	98 suspensions during Fall 2021	<2% for all students and SWD
	Expulsion Rate (Priority 6 School Climate)	All .25%	4 expulsions as of 1/18/22	.,25% for all students

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	Monitor for Implementation of CR-PBIS Independent Monitor to oversee implementation of the Department of Justice agreement and assisting the district in implementing CR-PBIS.	21-22, 22-23 and 23-24	No		LCFF 30,000	\$30,000.00	\$16,375.00
2.2	Social, Emotional and Health Supports Provide additional Social Workers, School Nurse, School Psychologist, and Speech Therapist to assist students in addressing	21-22, 22-23 and 23-24	Yes	LCFF 222,298 Other State 436,503 Federal 96,739	LCFF 47,500 Other State 88,000 Federal 189,963	\$1,081,003.00	\$466,124.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	barriers that could interfere in their school success.						
2.3	School Resource Officer/Deputy and Campus Security Contract with the Oroville Police Department and Butte County Sheriff's Office for a School Resource Officer/Deputy services. Hire campus security for each 9-12 campus.	21-22, 22-23 and 23-24	No	LCFF 519,656 Other State 11,610	Federal 237,500	\$768,766.00	\$264,791.00
2.4	Targeted Case Manager/Family Liaison This new position would assist Las Plumas High School, Oroville High School and Prospect High School unduplicated students with instructional and mental health needs as well as pursuing opportunities to increase and improve parent and community engagement.	21-22, 22-23 and 23-24	Yes	LCFF 223,590		\$223,590.00	\$119,071.00
2.5	Extra Curricular and Co-Curricular Opportunities Offer athletics, clubs and other activities	21-22, 22-23 and 23-24	Yes	LCFF 597,056	LCFF 220,365	\$817,421.00	\$239,288.00
2.6	Home to School Transportation	21-22, 22-23 and 23-24	Yes	LCFF 152,724		\$152,724.00	\$116,478.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	The district will provide home to school transportation						
2.7	Incentives The district will provide incentives for student attendance and positive behavior.	21-22, 22-23 and 23-24	Yes		LCFF 15,000	\$15,000.00	\$2,765.00
2.8	School Attendance and Achievement Review Team The Superintendent will assemble a team of school staff and community members to assist students in addressing barriers to reduce truancy.	21-22, 22-23 and 23-24	No		LCFF 0	\$0.00	\$0.00
2.9	Provide Nutritious Meals The district will provide meals to all students at no cost to the student.	21-22, 22-23 and 23-24	Yes	LCFF 225,391 Other State 85,000 Local 25,000 Federal 272,620	Federal 648,238	\$1,256,249.00	\$467,112.00
2.10	Parent and Family Engagement Improve communication with parents with social media, website and informational bulletins and newsletters.	21-22, 22-23 and 23-24	Yes		LCFF 92,800 Federal 7,217	\$100,017.00	\$54,900.00

Goal 3

Every student will have a goal for college and/or careers, and our district will prepare each for participation in those opportunities.

Rationale

OUHSD believes that every student should graduate from high school with skills and knowledge to be college ready and/or career ready. This goal was developed after reviewing the College and Career Readiness Dashboard indicator where 26.4% of OUHSD students were deemed "Prepared."

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Priority 4 Rate of students meeting UC/CSU requirements (a-g)	19-20 Data All 16% Asian 42% African American 5% Hispanic 9% White 14% SED 14% ELs 18% Homeless 5%	20-21 Data All 10.7% Asian 28.2% African American 0% Hispanic 12.5% White 7.5% SED 9.6% SWD 0.0% ELs 7.7% Homeless 4.8%	All Students >30% Asian >50% African American > 30% Hispanic >30% White >30% SED >30% ELs >30% Homeless >30%
	Priority 4 Rate of students completing a CTE pathway	19-20 Data All 9% American Indian 13% African American 5% Asian 6% Hispanic 10% White 11% ELs 18% SED 9% SWD 5%	20-21 Data All 12.1% American Indian 9.8% African American 5.9% Asian 7.1% Hispanic 14.2% White 14.3% ELs 3.8% SED 11.1% SWD 5.3%	All Students >25% American Indian >25% African American >25% Asian >25% Hispanic >25% White >25% ELs >25% SED >25% SWD >25%
	Priority 4 % of pupils prepared for college by the EAP - ELA (11th grade CAASPP 3 or higher)	19-20 Data 54%	20-21 Data 48.65%	% of pupils prepared for college by the EAP - ELA (11th grade CAASPP 3 or higher) will be >65%
	Priority 4 % of pupils prepared for college by the EAP - Math (11th grade CAASPP 3 or higher)	19-20 Data 21%	20-21 Data 18.70%	% of pupils prepared for college by the EAP - Math (11th grade CAASPP 3 or higher) will be >40%.

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Priority 7 Course Access Number of CTE pathways Number of AP classes	20-21 Data 8 AP Courses OHS 9 AP Courses LPHS 4 CTE Pathways OHS 9 CTE Pathways LPHS	N/A	9 AP Courses OHS 10 AP Courses LPHS or more 5 CTE Pathways OHS 10 CTE Pathways LPHS
	Priority 4 Students completing a CTE pathway and met CSU/UC requirements.	19-20 Data 2/448 students or .45%	20-21 Data 4/571 students or .7%	>10% of students will complete a CTE pathway and meet CSU/UC requirements.

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	Counseling Staff Counselors, and counseling office staff will assist students with college/career readiness, developing four year plans and providing interventions for the schools' CR-PBIS program.	Ongoing	Yes	LCFF 1,105,111 Other State 207,416 Federal 21,902	LCFF 33,000	\$1,367,429.00	\$497,434.00
3.2	College/Career Guidance Technician This new position will assist comprehensive high schools with college/career readiness, assisting students and parents with completing college applications, applying for FAFSA, scholarship information, and supporting counseling departments to provide excellent service to our students and families.	Beginning 2021-2022 school year	Yes	LCFF 117,189		\$117,189.00	\$57,273.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.3	Purchase Naviance Software The district purchased a two-year Naviance software license to facilitate four year academic plans and assist students with ACT, SAT and AP test preparation.	Beginning 2021-2022 school year	Yes		LCFF 33,000	\$33,000.00	\$32,951.00
3.4	Provide High Quality CTE Courses The district will provide CTE courses and pathways at all schools.	21-22, 22-23 and 23-24	No	LCFF 1,302,249 Other State 197,862 Federal 13,864	LCFF 6,750 Other State 76,269 Federal 72,702	\$1,669,696.00	\$717,778.00
3.5	Provide Additional Section Funds to Career and Technical Education and Visual and Performing Arts Classes The district will provide additional funding to Career Technical Education and Visual and Performing Arts sections for materials, field trips and professional development.	21-22, 22-23 and 23-24	Yes		LCFF 53,400	\$53,400.00	\$17,265.00

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: Oroville Union High School District

Person completing this form: Paula Blaney

Title: Executive Assistant

Quarterly Report Submission Date:

(check one)

☐ April 2022

☐ July 2022

☐ October 2022

☒ January 2022

Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Misassignments or Vacancies	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent: Dr. Corey Willenberg

Signature of District Superintendent:



Date: 2/8/22

Send to: Educational Support Services, BCOE
G. Wilson
5 County Center Drive, Oroville, CA 95965
gwilson@bcocoe.org or fax 530.532.5828



**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
January 19, 2022**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:30 p.m. on Wednesday, January 19, 2022, at the Transportation Conference Room and via YouTube.

ROLL CALL

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

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; review of possible layoffs/non-reelects; administrative evaluations]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9** [Significant exposure to litigation pursuant to Gov. Code, §54956.9, subd. (d)(2) one case.]
- **Conference with Real Property Negotiators-Gov't. Code Sec. 54956.8** [Dr. Corey Willenberg, Superintendent, agency representative]
- **Conference with Labor Negotiators—Gov't. Code Sec. 54947.6** [OSTA/CSEA: Dr. Corey Willenberg, Superintendent, designated representative]
- **Pupil Discipline—California Education Code Sections 48918/35146**
- **Graduation Requirement Waiver – California Education Code Section 51225.3**

The board convened to closed session at 5:32 p.m.

RESULTS OF CLOSED SESSION

At 6:04 p.m., the board reconvened to open session. No action was taken.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#74-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the board accepted an amended Personnel Assignment Order and tabled item #18 to the February meeting by the following vote:

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

PUBLIC HEARING (None)

MINUTES OF REGULAR MEETING – JANUARY 19, 2022

RECOGNITIONS AND PRESENTATIONS

1. Student Achievement and Recognition – Oroville High School

Mrs. Tellechea played a video about the Region 2 FCCLA competition being hosted at OHS this weekend. Seniors Hannah Fick, Edwin Thao and Beauty Yang discussed the categories they were competing in. Mrs. Tellechea commended Ms. Smith and the students for their hard work.

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS (None)

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

2. Board Comments (None)

3. Superintendent

Dr. Willenberg commented that Mrs. Watts has referred to the last year as a pandemic. A mid-year LCAP and accompanying supplemental plan will be on the February agenda. We should receive notification in March about the CTEIG grant we applied for. He referred to a list of projects recently approved by the board that one-time monies would be used to complete. Projects include asphalt and fencing at CIS, an interior makeover on the LPHS weight room, painting the OHS weight room, fencing around the solar panels, additional cameras throughout the district, removing the old mobile by the Ag department, signage at the LPHS crosswalk and more. Many people may not be aware of the projects that are in the works or have been completed this year.

4. Administration

Mrs. Watts reported on the Governor's budget proposal of one-time and ongoing funds (see attached).

Mr. Simas reported that he and Dr. Willenberg have been subbing due so many teachers being out with COVID and a lack of subs. It's an all hands on deck situation. He praised admin for covering classes, doing student notifications and contact tracing as well as all staff for their heroic work to keep our schools open.

5. Status on Purchasing the Property Behind the District Office

Dr. Willenberg stated that the property is in escrow. He and Mr. LaGrone have been dealing with CDE on the items they need in order to sign off on the project.

6. DOJ Update / Community Information Bulletin

Dr. Willenberg referred to the new Community Informational Bulletin handout, which includes data on attendance, discipline, grades and more. It has been submitted to the DOJ and will be posted on our website this week. Our graduation rate was down to 83.5% last year. We may have a Williams Act misassignment from filling two teacher vacancies with long-term subs. The positions have been advertised multiple times so it's not for lack of trying to find qualified teachers. The districtwide attendance rate is usually 93% - 94%. We are down to 88.73% (LPHS 90%, OHS 89% and PHS 67%). We are getting paid on 83%, which is significantly down from our usual rate of 91%. We are trying to get kids to come to school. Mr. Damon asked if the lower percent is because of COVID. Dr. Willenberg responded that COVID is partly to blame. Students being on distance learning last year didn't help their work habits. Mrs. Watts commented that students being quarantined for 14 days at the beginning of the school year is another factor as well as students not being engaged. Mr. Damon asked why we are talking about raises when our attendance rate has dropped so low. Mrs. Watts responded that she did a budget adjustment so the raises were based on being funded at 83%, not 91%. Many districts are struggling with declining enrollment next year. The State is considering another funding method for next year. Dr. Willenberg stated that the district isn't being run into the ground. We are balancing being fiscally prudent by rewarding staff while also taking care of facility needs, etc. Both unions are aware of the budget figures. Mrs. Watts commented that ADA is always a moving target.

MINUTES OF REGULAR MEETING – JANUARY 19, 2022

Dr. Willenberg met via Zoom the DOJ team and our Monitor last week. The DOJ is impressed with what we have accomplished so far but always wants more data. Dr. Rubalcaba reminded them that we are making systemic changes and dealing with big issues, like COVID and PBIS. Dr. Willenberg is proud of the work the admin team has done so far.

OLD BUSINESS (None)

CONSENT CALENDAR

7. Minutes from the December 15th Board Meeting
8. Check Registers Dated 12/7, 12/9, 12/14, 12/16, 12/21, 1/4 and 1/6
9. Monthly Financial Report
10. 2nd Quarter Scholarship Donation Report
11. Disposal of Obsolete Equipment
12. School Accountability Report Cards
13. High Risk Activity – PHS Outdoor Education Snowshoe Trip
14. Graduation Waiver Requests

#75-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the consent calendar was approved as presented by the following vote:

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

NEW BUSINESS

15. Resolution for the California Energy Commission's California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program

#76-21/22: On a motion by Dr. Englund, seconded by Mr. Sehorn, Resolution #10-21/22 was approved as presented by the following vote:

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

16. Resolution for Tie-Breaking Criteria for Certificated Employees

#77-21/22: On a motion by Dr. Englund, seconded by Mr. Sehorn, Resolution #11-21/22 was approved as presented by the following vote:

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

17. Purchase of a 2019 Dodge Ram 1500 for the Facilities Department

#78-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the purchase was approved as presented by the following vote:

MINUTES OF REGULAR MEETING – JANUARY 19, 2022

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

18. Facility Fee Waiver for LPHS PTSA

This item was tabled to the February 16th board meeting.

19. Amended Personnel Assignment Order

#79-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the amended Personnel Assignment Order was approved by the following vote:

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

(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

Ashley Pruett
Teacher
Resignation
Effective 6/3/2022

Abigail Ott
Teacher
Request for FMLA/CFRA/PDL Leave
Effective 1/3/2022 – 5/9/2022

Bari Busby
Teacher
Retirement w/continued District paid benefits
until the age of 65 and \$2000 Early Tell
Incentive
Effective 6/3/2022

Cal McCarthy
Teacher
Retirement w/ \$2000 Early Tell Incentive
Effective 6/3/2022

Terri Arnold
Assistant Principal – LPHS
Change to hire date
Effective 1/18/2022

Stephanie Greco
Teacher
Request for reduced schedule to 0.6 FTE
Effective 8/12/2022

Classified

Tom Post
Universal - LPHS
Request for FMLA/CFRA Medical leave
Effective 2/9/2022 – 4/4/2022

Jaqueline Sullivan
Food Service Worker
Retirement w/continued District benefits until
65 years
Effective 6/3/2022

William (Billy) Bowers
Universal Support Staff
Resignation
Effective 1/3/2022

Aderia Napier
Courier
Resignation
Effective 1/18/2022

2021/22 Gatekeepers

Amanda De La Torre

2021/22 Substitute Custodian

Stephanie Chilton
Jordan LaGrone

Tyriniki Davis
ATC Para-Educator II
Resignation
Effective 1/26/2022

MINUTES OF REGULAR MEETING – JANUARY 19, 2022

Certificated (Cont.)

Mark Brown
Long Term Substitute @ \$225 p/day
Effective 1/3/2022

Buster Husa
Long Term Substitute @\$225 p/day
Effective 1/3/2022

2021/22 Substitute Teachers

Christopher Carpenter
Illian Chavez
Lorin Husa
Jim Knapp
Amberly Reyes

2021/22 6th Period Options

OHS

Michelle Rose - 1st period - English
Effective 10/19/2021 – 12/16/2021

Sammy Burnett
Teacher
Voluntary Transfer to College Connections
Effective 2022/23 School Year

Ramona Guzman-Saetern
Request for Parental Leave
Effective 2/7/2022 – 2/11/2022

Ramona Guzman-Saetern
Request for Parental Leave
Effective 3/14/2022 – 4/8/2022

2021/22 Coaches

LPHS

Girls Basketball

Varsity Assistant–Wesley Jones (ASB Paid)

Baseball

Varsity Head-Tim Harles (PD)
Varsity Asst.-Josh Osborn (PD)
Varsity Asst.-Dalton Patterson (NP)
Varsity Asst.-Lonny Johnson (NP)
Varsity Asst.-John Long (NP)
JV Head-Earl Johnson (PD)
JV Asst.-Tom Gutierrez (NP)
JV Asst.-Scott Messinger (NP)
JV Asst.-Joe Hothan (NP)

Boys Tennis

Head Coach-Rob Rodney (PD)

Golf

Head Coach-Lisa Ross (PD)

Boys Soccer

Varsity Asst.-Zachary Fairbanks (NP)

Classified (Cont.)

Christopher Lowery
Universal Support Staff - OHS
8.0 hrs. P/day; SDO (195 days);
Step/Column 15/E05 20.59 p/hr.
Effective 1/24/2022

Dennis Enser
Universal Support Staff - LPHS
8.0 hrs. P/day; SDO (195 days p/yr.)
Step/Column 15/B \$17.83 p/hr.
Effective 1/24/2022

2021/22 Substitute Universal

Christopher Bridges

Brandon Giles
Targeted Case Manager - LPHS
8.0 hrs. P/day; 240 days p/yr.
Step/Column 28/F07 \$29.27 p/hr.
Effective 1/24/2022 - 2022/23 school year

Susan Taylor
Courier
2.0 hrs. P/day; SDO (195 days);
Step/Column 15/A \$16.96 p/hr.
Effective 1/20/2022

Billy Cash
Universal Support Staff-OHS
8.0 hrs. P/day; 260 days p/yr.
Step/Column 15/D \$19.67
Effective 1/24/2022

2021/22 Substitute Courier

Tamara Wallace

MINUTES OF REGULAR MEETING – JANUARY 19, 2022

Certificated (Cont.)

Classified (Cont.)

LPHS (Cont.)

Softball

Varsity Head-Buddy Hobbs (PD)
Varsity Asst.-Trevor Dolan (Split Stipend)
Varsity Asst.-Madison Benedict (Split Stipend)
Varsity Asst.-Bryce Brandt (NP)
JV Head Coach-Dennis Enser (PD)
JV Asst. - Heather Engasser (NP)

Boys Track and Field

Head-Justin Younger (PD)
Assistant-Andy Graham (PD)
Assistant-Bobby Hastings (NP)

Girls Track and Field

Head – Ed Carey (PD)
Assistant-Chase Hayes (Split Stipend)
Assistant-Darius Bucur (Split Stipend)

OHS

Golf

Head Coach-Tom Lewis (PD)

Softball

Varsity Head-Allison Smith (PD)
Varsity Asst-Teresa Leyva-Gutierrez (PD)
JV Head-Julia Hardin (PD)
JV Asst.-Alyssa Gramps (PD)

Boys Tennis

Head Coach-Mark Coleman (PD)

Boys Track and Field

Head Coach-Cameron Scott (PD)
Assistant-Tyler McPheron (PD)

Girls Track and Field

Head Coach-Rick Villanueva (PD)
Assistant-Ramona Saeturn (PD)

Christopher Carpenter
Long Term Substitute @ \$225 p/day
Effective 1/24/2022

20. Expulsion #1-21/22

#80-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the terms of the expulsion case were approved by the following vote:

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

- Be expelled for the remainder of the 21/22 school year.
- Be referred to Come Back Butte Charter to continue his education subject to the following terms and conditions:

MINUTES OF REGULAR MEETING – JANUARY 19, 2022

- Follow all school rules
- Make positive academic progress
- Maintain positive attendance including no cutting of classes and no unexcused absences.
- Student is not allowed on or near any OUHSD campus, or to attend any extra or co-curricular events, including games and dances

21. Expulsion #2-21/22

#81-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the terms of the expulsion case were approved by the following vote:

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

- Be expelled for the remainder of the 21/22 school year.
- Be referred to Prospect High School to continue his education subject to the following terms and conditions:
 - Follow all school rules
 - Make positive academic progress
 - Maintain positive attendance including no cutting of classes and no unexcused absences.
 - Student is not allowed on or near any other OUHSD campus, or to attend any extra or co-curricular events, including games and dances.
 - The district suggests that Tony be evaluated for special education services.

22. Expulsion #3-21/22

#82-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the terms of the expulsion case were approved by the following vote:

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

- Be expelled for the remainder of the 21/22 school year, and said expulsion be suspended.
- Be returned to Oroville High School to continue their education as set forth in the student's Stipulated Expulsion Agreement and Rehabilitation Plan dated and executed on November 3, 2021.
 - Follow all district and school rules
 - Make positive academic progress
 - May not leave campus during break
 - Must turn in his cell phone to the attendance office before school daily
 - Student is to maintain positive attendance including no cutting of classes and no unexcused absences.
 - Student is not allowed on or near any other district campus during the expulsion period. This includes any extra or co-curricular events including games and dances. Location of campuses has been discussed with the student, and the student has been given a list of those campuses including street addresses.
 - Violation of the terms and conditions of this plan may result in an alternative placement.

23. Items for Next Agenda (None)

MINUTES OF REGULAR MEETING, JANUARY 19, 2022

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Dr. Englund, the meeting adjourned at 6:42 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
SPECIAL BOARD OF TRUSTEES MEETING
January 27, 2022**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:00 p.m. on Monday, January 27, 2022, at the District Office.

ROLL CALL

Board Members Present: Scott Damon, Bonnie King and Ray Sehorn

Administrators Present: Dr. Corey Willenberg, Superintendent

PLEDGE OF ALLEGIANCE

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS (None)

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NEW BUSINESS

1. Adopt Geologic Hazard Report

#83-21/22: On a motion by Mr. Sehorn, seconded by Mrs. King, the study was approved as presented by the following vote:

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

2. Resolution Pertaining to School District Governing Board Determinations and One Quarter Mile/500 Foot Findings for School Site Acquisition

#84-21/22: On a motion by Mr. Sehorn, seconded by Mrs. King, Resolution #12-21/22 was approved as presented by the following vote:

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

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Mrs. King, the meeting adjourned at 5:04 p.m.

MINUTES OF SPECIAL REGULAR MEETING, JANUARY 27, 2022

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 01/11/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-218942	01/11/2022	Jenkins, Leighton R	01-5200	MEAL REIMB. OHS WRESTLING		22.00
3005-218943	01/11/2022	Lund, Brad G	01-5200	PBIS CONF. 12/15/21		86.80
3005-218944	01/11/2022	Eads, Nicole L	01-5200	MILEAGE FR HOME TO HOSP		12.32
3005-218945	01/11/2022	Hopper, Anna M	01-4300	BAGS FOR COVID TEST KIT/SUPPLIES		26.07
3005-218946	01/11/2022	Navarro Jacobo, Marisol	01-4300	CLASSROOM SUPPLIES		66.14
3005-218947	01/11/2022	Amazon.com Llc	01-4300	DVD PLAYER FOR LP	302.49	
				VARIOUS OFFICE SUPPLIES	572.81	
			01-4400	NIKON CAMERAS	6,040.26	
			13-4300	KITCHEN SUPPLIES	182.46	7,098.02
3005-218948	01/11/2022	ANIXTER INC	01-6400	COMPUTERIZED KEY MACHINE		6,016.97
3005-218949	01/11/2022	CA DEPT OF TAX & FEE ADMIN	01-4361	2QTR DIESEL TAX		79.00
3005-218950	01/11/2022	CA DEPT OF TAX & FEE ADMIN	01-4361	2021 UNDERGROUND STORAGE TAX		141.00
3005-218951	01/11/2022	CA DEPT OF TAX & FEE ADMIN	01-9580	2QRT UTAX	405.49	
			13-9580	2QRT UTAX	488.51	894.00
3005-218952	01/11/2022	BSN SPORTS	01-4300	CHAIN SET AND DOWN BOX		816.62
3005-218953	01/11/2022	RTU/Indoor Media	11-5806	ADVERTISEMENT		5,778.00
3005-218954	01/11/2022	COMERS PRINT SHOP	01-4300	SIGNATURE STAMP		36.88
3005-218955	01/11/2022	Dannis Woliver Kelley	01-5801	11/01/21-11/30/21- CLASS NEG.	914.50	
				11/01/21-11/30/21- OUHS NEG WITH OSTA	3,665.00	
				11/01/21-11/30/21- PERSONNEL ISSUE	5,146.00	
				11/01/21-11/30/21- PROF SERVICES	120.00	
				11/01/21-11/30/21- VIOLATION	5,108.00	14,953.50
				INVESTIGATION		
3005-218956	01/11/2022	DANIELSEN CO	13-4700	FS		2,191.25
3005-218957	01/11/2022	ERICKSON LAW FIRM A.P.C.	01-5801	11/01/21-11/30/21 BILLING		8,010.50
3005-218958	01/11/2022	FOOD MAXX SAVE MART SUPERMARKETS	01-4300	ATC SUPPLIES- TRD-4243		28.28
3005-218959	01/11/2022	GOLD STAR FOODS	13-4700	CREDIT FOR INV 4393368	50.17-	
				CREDIT FOR INV 4430068	200.68-	
				CREDIT FOR INV# 4167438	195.93-	
				CREDIT FOR INV# 4167440	195.93-	
				CREDIT FOR INV# 4404798	100.56-	
				FOOD SUPPLIES	7,260.53	6,517.26
3005-218960	01/11/2022	HOUGHTON MIFFLIN CO	01-4100	ENGLISH 3D		622.20
3005-218961	01/11/2022	JACKSONS GLASS CO	01-5620	VEH# 78 WINSHIELD REPAIRS	80.00	
			01-5640	SPECIAL PROJECT 2 WAY MIRROR	5,092.18	5,172.18
3005-218962	01/11/2022	KEELY FRAZIER	01-4300	APPLE WATCH PBIS INCENTIVES		427.93
3005-218963	01/11/2022	MARK E DORNAN MD INSPECTION INC.	25-6200	12/01/21-12/31/21 INSP.		1,760.00
3005-218964	01/11/2022	MJB SALES & SERVICE	01-4300	ARGON- AG DEPT		275.54

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

ESCAPE ONLINE
Page 1 of 2

Checks Dated 01/11/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-218965	01/11/2022	NorCal Kenworth	01-4363	CLEARBLUE DEF	178.87	
				TEST FLUID ENGINE	209.36	388.23
3005-218966	01/11/2022	OROVILLE FORD	01-4363	2015 FORD TRNS	700.56	
				ANTI FREEZE	15.04	
				BLADE ASY	38.86	
3005-218967	01/11/2022	RESERVE ACCOUNT	01-5620	2015 FORD TRNS	1,230.02	1,984.48
3005-218968	01/11/2022	PROPACIFIC FRESH	01-5900	POSTAGE REFILL # 13189188		2,000.00
			13-4700	CREDIT INV 6908017	24.27-	
				FOOD SERVICE	1,355.54	
				SUPPERS	36.50	1,367.77
3005-218969	01/11/2022	RAY MORGAN COMPANY	01-5602	LEASE & MAINT. LP AG	205.05	
				LEASE & MAINT. OHS	1,094.24	
			01-5603	LEASE & MAINT. LP AG	74.54	
				LEASE & MAINT. OHS	208.13	
				MAINT. SERVICE DO	455.56	
			11-5603	MAINT. SERVICE OAE	692.99	
				MAINT. SERVICE OAE CHICO	315.66	
				MAINT. SERVICE OAE RM11	413.28	3,459.45
3005-218970	01/11/2022	School Steps Inc.	01-5800	11/01/21-11/30/21 SERVICE	10,224.00	
				12/01/21-12/18/21 SERVICE	8,932.00	19,156.00
3005-218971	01/11/2022	T-MOBILE USA INC.	01-5900	JAN HOTSPOT SERVICE		8,282.00
Total Number of Checks					30	97,670.39

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	25	77,963.21
11	AdultEducationFund	2	7,199.93
13	CafeteriaSpecialRevenueFund	5	10,747.25
25	CapitalFacilitiesFund	1	1,760.00
Total Number of Checks		30	97,670.39
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			97,670.39

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 01/13/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219221	01/13/2022	BETTER BUILDERS CONTRUCTION	25-8681	REFUNDS FEES- CHANGE OF SQFT.		51.45
3005-219222	01/13/2022	Castillo-Siplin, Diana	01-5200	PBIS CONF./MILEAGE PLACER COE		99.04
3005-219223	01/13/2022	ALPHA FIRED ARTS CERAMIC SUPPLIES NOW	01-4300	VARIOUS SUPPLIES		2,261.61
3005-219224	01/13/2022	AT&T	01-5900	11/24/21-12/23/21 - #9391008280	37.20	
			11-5900	11/24/21-12/23/21 - #9391008282	1,258.41	
				11/24/21-12/23/21 - #9391008282	33.08	
				11/24/21-12/23/21 - #9391047160	108.39	
			13-5900	11/24/21-12/23/21 - #9391008282	16.92	1,454.00
3005-219225	01/13/2022	AZ BUS SALES INC	01-6400	2022 BLUE BIRD T3RE		201,844.26
3005-219226	01/13/2022	BAKER DISTRIBUTING CO. LLC	01-4300	REFRIGERANT 30LBS		1,393.18
3005-219227	01/13/2022	BATTERIES PLUS	01-4300	12V LEAD DURACELL		116.15
3005-219228	01/13/2022	BETTER DEAL EXCHANGE	01-4300	BALLCOCK ADJ	9.73	
				CM SCREWDRIVER	7.57	
				DRANO MAX	7.81	
				ELEMENT WATRHT	17.31	
				KEYSTONE JACK	42.21	
				MISC BOLTS	54.14	
				MISC BOLTS/NEEDLE VLV	16.01	
				NUMBERS	4.32	
				PLASTIC ANCHOR	8.22	
				POP UP VESSEL SINK	54.11	
				PUTTY KNIFE	19.03	
				STAPLE	6.47	
				VARIOUS SUPPLIES	63.98	
				WALL MOUNT/LUBE TRIFLOW	21.20	
				WAX RING EXTR THICK	14.70	
				WEDGE HARD JAR	10.35	357.16
3005-219229	01/13/2022	BOYS & GIRLS CLUBS OF THE NORTH VALLEY	01-5800	JAN SERVICE CONTRACT		17,400.00
3005-219230	01/13/2022	CALIF WATER SERVICE COMPANY	01-5505	12/02/21-12/31/21- 9931655860	46.99	
			11-5505	12/02/21-12/31/21- 8767360151	172.25	219.24
3005-219231	01/13/2022	CENTURY LINK	01-5900	JAN2022 BILLING #87101630		.24
3005-219232	01/13/2022	CITY OF OROVILLE	01-5800	10/21/21-12/31/21 RESOURCE OFFICER		21,875.00
3005-219233	01/13/2022	CRESCO	01-5620	SOD CUTTER		63.90
3005-219234	01/13/2022	DAKTRONICS, INC.	01-4300	FOOTBALL SCOREBOARD		91.19
3005-219235	01/13/2022	DELL MARKETING LP	01-4400	OPTIPLEX 7090 SFF TOWER/MONITOR		1,451.06
3005-219236	01/13/2022	GEORGE ROOFING	01-5640	OHS KITCHEN REPAIRS	1,905.00	
				RM C-2,C-3 AND 2HVAC CURBS	3,268.00	5,173.00

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.

ESCAPE ONLINE

Checks Dated 01/13/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219237	01/13/2022	GRAINGER INC	01-4300	CORDLESS PHONE	125.92	
				TELEPHONE HANDSET	186.42	312.34
3005-219238	01/13/2022	H.B RESTORATION INC.	25-6200	OHS GYM WALL PAINTING PROJECT		9,750.00
3005-219239	01/13/2022	HILL YARD INC.	01-4300	CUSTODIAL SUPPLIES		2,358.23
3005-219240	01/13/2022	HOBBS PEST SOLUTIONS INC	01-5502	MONTHLY SERVICE- 100035 OHS	135.00	
				MONTHLY SERVICE- 100036 LP	135.00	
				MONTHLY SERVICE- 100037 PHS	80.00	
				MONTHLY SERVICE- 100050 TRANSP	75.00	
				MONTHLY SERVICE- 100407 DO	53.00	
				MONTHLY SERVICE- 100614 OAE	55.00	533.00
3005-219241	01/13/2022	HOME DEPOT	11-5502	MAINT. SUPPLIES		752.61
3005-219242	01/13/2022	JACKSONS GLASS CO	01-5620	1/4 CLEAR LAM SAFETY GLASS		540.78
3005-219243	01/13/2022	MID PACIFIC ENGINEERING, INC	25-6200	OHS HVAC PROJECT		445.00
3005-219244	01/13/2022	NORTHAM DISTRIBUTORS INC	13-4700	FS	2,057.87	
				SUPPER	149.40	2,207.27
3005-219245	01/13/2022	PG&E	01-5501	7241342564-5 = 11/17/21-12/16/21	21,233.85	
				7241342564-5 = 11/17/21-12/16/21	567.25	21,801.10
3005-219246	01/13/2022	PROPACIFIC FRESH	13-4700	FOOD SERVICE		782.60
3005-219247	01/13/2022	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	DEC GARBAGE SERVICE DO/TRANS	214.11	
				DEC GARBAGE SERVICE HS	1,070.55	
				DEC GARBAGE SERVICE LP	2,209.23	
				DEC GARBAGE SERVICE LPHS	305.51	
				DEC GARBAGE SERVICE OHS	1,113.56	
				MISC GARBAGE	120.26	
				DEC GARBAGE SERVICE OAE	198.26	5,231.48
3005-219248	01/13/2022	SIERRA OFFICE SYSTEM & PRODUCT	11-5506	JAYMIE'S FURNITURE		873.58
3005-219249	01/13/2022	THERMALITO WATER & SEWER DIST	01-5505	DEC2021 BILLING- 617301	71.48	
				NDEC2021 BILLING- 620601	62.15	133.63
3005-219250	01/13/2022	Turf Star Inc.	01-4300	VARIOUS SUPPLIES		259.08
3005-219251	01/13/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0966- CULLINARY OHS	352.20	
				1499- FOOD MAXX CULINARY	34.49	
				2510- MASK	2,056.75	
				2813- INCENTIVES REWARDS	47.68	
				2813- STAFF LUNCHEON	130.39	
				5996- STARBUCKS COFFEE FAC MEETING	107.70	
				7952- COFFEE FOR AET WORKSHOP	33.25	
				7952- LUNCH FAIR MEETING	49.83	

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 01/13/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219251	01/13/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	7952- LUNCH FOR AET WORKSHOP	62.32	
				9378- HD VARIOUS SUPPLIES	62.60	
				9378- HF VARIOUS SUPPLIES	211.84	
				9877- LAB SUPPLIES	4.50	
				9908- HOME DEPOT CLASS SUPPLIES	12.95	
				9908- HOME DEPOT PREGNATOR SEALER	26.00	
				9908- HOME DEPOT VARIOUS SUPPLIES	147.61	
				9908- MICHAELS VARIOUS SUPPLIES	56.15	
			01-5200	6975- ASB CONF. FLIGHT/ J.BOWERS	267.96	
			01-5620	7952- FLAT TIRE SERIVE	29.00	
			11-4300	8796- RETIREMENT LUNCHEON	292.27	
			11-5640	8796- LED DIRECT WIRE SHUNTED	267.59	
			11-5806	8796- ADVERTISING	590.00	
			13-4300	7723- RALEYS VARIOUS FOOD SUPPLIES	34.64	
			13-4700	7723- BROCOLLI	16.48	
				7723- RALEYS VARIOUS FOOD SUPPLIES	114.88	
			13-5850	7723- LUNCH ASSIST SUBS.	295.00	5,304.08
3005-219252	01/13/2022	ALAN VON DER MEHDEN	01-4300	WINCO REIMB. CULINARY		63.52
Total Number of Checks					32	305,198.78

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	27	289,200.45
11	AdultEducationFund	6	2,284.09
13	CafeteriaSpecialRevenueFund	4	3,467.79
25	CapitalFacilitiesFund	3	10,246.45
Total Number of Checks		32	305,198.78
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			305,198.78

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), Jan 14 2022
2:45PM

Checks Dated 01/18/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219363	01/18/2022	Munifering, Samantha N	01-4300	CLASSROOM SUPPLIES		189.03
3005-219364	01/18/2022	Olson, Anna M	11-4300	WATERCOLOR COPIES		64.25
3005-219365	01/18/2022	Weliver, Paul R	01-4300	CLASSROOM SUPPLIES		63.25
3005-219366	01/18/2022	Deadmore, Jacqueline	13-4300	PRINTER FOR SHAWN		101.88
3005-219367	01/18/2022	Leih, Bonnie	01-4300	CLASSROOM SUPPLIES		133.74
3005-219368	01/18/2022	Drury, Timothy	13-4300	PROPANE TANK REFILL		38.80
3005-219369	01/18/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 01/03/22-01/07/22		2,744.40
3005-219370	01/18/2022	ACE PLUMBING	01-5640	REPAIR CLOGGED TOILET		185.00
3005-219371	01/18/2022	TIMOTHY J. MCCORRY ADD SOME CLASS	01-4400	PICNIC TABLES		2,529.10
3005-219372	01/18/2022	ALPHA FIRED ARTS CERAMIC SUPPLIES NOW	01-4300	VARIOUS SUPPLIES		868.43
3005-219373	01/18/2022	Amazon.com Llc	01-4300	APPLE AIRPODS CHAIRS	213.25 1,344.90	
				USB FLASH DRIVE	121.56	
				V-BELT	61.74	
				VARIOUS SUPPLIES	256.23	
			11-4300	VARIOUS SUPPLIES	88.57	2,086.25
3005-219374	01/18/2022	DANIELSEN CO	13-4300	FS	124.30	
			13-4700	FS	2,424.49	
				SUPPERS	204.79	
3005-219375	01/18/2022	HEATHER MCGOWAN DBA SOUNDING BOARD MKT & COMM	01-5800	DEC2021 SERVICE	8.40- Unpaid Sales Tax	2,745.18 3,712.50
3005-219376	01/18/2022	DELL MARKETING LP	01-4300	MONITOR AND COMPUTERS	1,198.79	
			01-4400	MONITOR AND COMPUTERS	6,583.07	
			11-4300	MONITOR AND COMPUTERS	3,938.81	
			11-4400	MONITOR AND COMPUTERS	21,630.12	33,350.79
3005-219377	01/18/2022	GOLD STAR FOODS	13-4300	FOOD SUPPLIES	.51	
			13-4700	FOOD SUPPLIES	2,216.14	2,216.65
3005-219378	01/18/2022	RT S AUTO BODY INC	01-5620	FORD F150 SERVICE		785.54
3005-219379	01/18/2022	STATE OF CALIF DEPT OF JUSTICE	01-5804	DEC2021 FINGERPRINTING		128.00
3005-219380	01/18/2022	SUTTER BUTTES COMMUNICATIONS	01-4300	MOTOROLA BATTERIES CP185		124.41
3005-219381	01/18/2022	THERAPY TRAVELERS, LLC	01-5800	01/03/22-01/09/22 SERVICE		4,607.50
3005-219382	01/18/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0966- CULINARY SUPPLIES 2813- ART SUPPLIES	316.46 150.68	
				4612- CULINARY SUPPLIES	169.48	
				5996- LANYARD	113.66	
			13-4700	7723- HAMBURGER BUNS	21.78	772.06

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 1 of 2

Checks Dated 01/18/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					20	57,446.76

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	15	26,600.72
11	AdultEducationFund	3	25,721.75
13	CafeteriaSpecialRevenueFund	5	5,132.69
Total Number of Checks		20	57,455.16
Less Unpaid Sales Tax Liability			8.40
Net (Check Amount)			57,446.76

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), Jan 21 2022
9:23AM

Checks Dated 01/20/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219583	01/20/2022	Lagrone, James	01-5620	CAT CONV. REPLACEMENT		1,445.79
3005-219584	01/20/2022	AZ BUS SALES INC	01-4363	STARTER		626.33
3005-219585	01/20/2022	BROWERS TOW SERVICE INC	01-5620	2017 FORD F250		250.00
3005-219586	01/20/2022	BUSWEST	01-4363	REVERSED LIGHT		568.57
3005-219587	01/20/2022	Calchamber	01-4300	2022 LABOR LAW POSTER		780.94
3005-219588	01/20/2022	COMERS PRINT SHOP	01-4300	FLYERS FOR STAFF & STUDENTS		133.15
3005-219589	01/20/2022	CONSTRUCTION TESTING SERVICES, INC	25-5800	RECOG.		7,757.00
3005-219590	01/20/2022	DAN'S ELECTRICAL SUPPLY	01-4300	GEOHAZARD INSP. FOR LOT PURCHASE		59.54
3005-219591	01/20/2022	TOWNE COMMUNICATIONS, INC DBA QUEST UCCS	01-5640	PROGRAMABLE DRIVER		899.00
3005-219592	01/20/2022	ERICKSON LAW FIRM A.P.C.	01-5801	SERVICE CALL FOR PHONE LINES		6,772.50
3005-219593	01/20/2022	FAMILY CAREER COMMUNITY LEADERS OF AMERICA	01-5200	12/01/21-12/31/21 BILLING		50.00
3005-219594	01/20/2022	INSIDE OUT DESIGNS	01-4300	FALL LEADERSHIP MEETING FEES		16.24
3005-219595	01/20/2022	METAL WORKS	01-4300	ALUM 12"X18"		36.04
3005-219596	01/20/2022	MT SHASTA SPRING WATER CO INC	01-4300	LIFT WELD ON HINGE	36.80	49.60
3005-219597	01/20/2022	Oroville Mercury Register	01-4363	1/13/22 4-5 GAL- DO	12.80	275.11
3005-219598	01/20/2022	OUHSD SCHOLARSHIP FUND	01-5806	1/13/22 1-5 GAL- TRANS		6,100.00
3005-219599	01/20/2022	PG&E	73-5800	PUBLIC NOTICE		2,210.96
3005-219600	01/20/2022	RECOLOGY BUTTE COLUSA COUNTIES	01-5501	REIMB. CK# 1675-1681	1,138.36	442.00
3005-219601	01/20/2022	Semingson Architects Inc	01-5506	6255577568-03 12/02/21-12/29/21	1,072.60	2,902.75
3005-219602	01/20/2022	SPURR	25-6200	8353087371-6 12/02/21-12/29/21		25,280.55
3005-219603	01/20/2022	ALAN VON DER MEHDEN	01-5501	REMOVAL OF MOBILE HOME AG	24,960.75	31.36
			11-5501	OHS GYM HVAC PROJECT DEC BILLING	319.80	
			01-4300	BILLING 11/02/21-12/30/21		
				BILLING 11/02/21-12/30/21		
				WINCO REIMB. CULINARY		
				Total Number of Checks	21	56,687.43

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	18	39,607.88
11	AdultEducationFund	1	319.80
25	CapitalFacilitiesFund	2	10,659.75
73	FoundationPrivPurposeTrustFu	1	6,100.00

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.

Checks Dated 01/20/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	21			56,687.43
		Less Unpaid Sales Tax Liability				.00
		Net (Check Amount)				56,687.43

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), Jan 21 2022
9:24AM

Checks Dated 01/25/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219812	01/25/2022	Tellechea, Cristina	01-4300	REIMB. SUPPLIES FOR ENGLISH		35.47
3005-219813	01/25/2022	Smith, Sandra T	01-4300	REIMB FCCLA COMP. & CULINARY SUPPLIES		330.01
3005-219814	01/25/2022	Splin Jr., Durell B	01-5200	PBIS CONF. MEAL,MILEAGE PLACER COE		102.39
3005-219815	01/25/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 01/12/22-01/14/22		1,830.00
3005-219816	01/25/2022	Amazon.com Lic	01-4200	VARIOUS BOOKS ORDER FOR PAULA	151.61	
			01-4300	RECHARGEABLE KENO FLASLIGHT	105.78	
				TONER FOR MR. PAIM	53.95	
3005-219817	01/25/2022	BETTER DEAL EXCHANGE	01-4300	BOLT JNT WITH NUT	5.17	311.34
				CHAIN PROOF	64.82	
				COVER/SPRYPNT	16.41	
				FLEX TAPE	19.03	
				PLUG CLEAN OUT	8.22	
				SANDPAPER/SPRY PNT	31.98	
				SLIP JOINT BRASS	12.98	
				SMALL BOLT JNT WITH NUT	3.44	
				STAPLES HD7	16.23	
				VARIOUS MATERIALS	28.33	223.92
			01-4363	TOUCH FLOW NOZZLE	17.31	1,790.44
3005-219818	01/25/2022	CALIF WATER SERVICE COMPANY	01-5505	12/10/21-1/11/22- 0556577777		
3005-219819	01/25/2022	CHRISTENSEN TELECOMMUNICATIONS, INC	01-5640	INSTALLED DATE CABLE OHS	748.64	
				SERVICE REPAIR TO PHS	150.00	898.64
3005-219820	01/25/2022	COMCAST	11-5900	JAN2022- 933675892	1,719.52	
			11-8699	JAN2022 E-RATE #933675892	1,547.56-	171.96
			13-4300	FS	361.63	
3005-219821	01/25/2022	DANIELSEN CO	13-4700	FS	3,279.19	
				FS/ SUPPERS	301.28	
				FS/SUPPERS	419.40	
				Unpaid Sales Tax	24.60-	4,336.90
3005-219822	01/25/2022	FOLLETT SCHOOL SOLUTIONS	01-4100	DAVI 2005 ART TEXT BOOKS		1,774.76
3005-219823	01/25/2022	Geary Pacific Supply	01-5640	BARD UNIT		9,200.96
3005-219824	01/25/2022	GOLD STAR FOODS	13-4700	FOOD SUPPLIES	66.51	4,737.48
3005-219825	01/25/2022	GRAINGER INC	01-4300	TRASH GRABBER	119.00	185.51
				WALL TELEPHONE		
3005-219826	01/25/2022	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES	811.54	
			01-4400	CUSTODIAL SUPPLIES	329.25	1,140.79
3005-219827	01/25/2022	HOME DEPOT	01-4300	MAINT. SUPPLIES		1,079.10

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ESCAPE ONLINE
Page 1 of 3

Checks Dated 01/25/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-219828	01/25/2022	JACKSONS GLASS CO	01-4300	GREY TEMPERED INSULATED UNIT		441.94
3005-219829	01/25/2022	J W PEPPER MUSIC	01-4300	CREDIT MEMO FOR INV 363710029	96.47-	
				CREDIT MEMO FOR INV363709824	128.70-	
				MUSIC SHEET//M.PAIM	578.65	353.48
3005-219830	01/25/2022	LG ENVIRONMENTAL	01-5800	JAN. MONTHLY INSPECTION		150.00
3005-219831	01/25/2022	NORTHAM DISTRIBUTORS INC	13-4700	FOOD SERVICE		1,201.51
3005-219832	01/25/2022	OFFICE DEPOT	01-4300	FOLDERS WITH POCKET	91.89	
				HP TONER	72.41	
				PENS	9.61	
				RETURNED HEADSET	321.64-	
				TONER HP	187.26	
				VARIOUS SUPPLIES	526.59	
				VARIOUS SUPPLIES MATH	220.45	
				VARIOUS SUPPLIES SAETURN	199.08	
				VARIOUS SUPPLIES	15.26	1,000.91
3005-219833	01/25/2022	OROVILLE FORD	01-6400	2019 DODGE RAM		33,669.27
				VIN3C6JR6AG9KG657720		
3005-219834	01/25/2022	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-4300	RED INK	121.24	
			01-5602	CONTRACT LEASE PHS	167.52	
			11-5602	CONTRACT LEASE OAE	83.44	372.20
3005-219835	01/25/2022	PROPACIFIC FRESH	13-4700	FOOD SERVICE	923.88	
				SUPPER	89.70	1,013.58
3005-219836	01/25/2022	RAMIRO RUBALCABA	01-5800	DEC2021 SERVICE		1,000.00
3005-219837	01/25/2022	RAY MORGAN COMPANY	01-5603	3RD QTR MAINT. CONTRACT		235.37
3005-219838	01/25/2022	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	BARD 8106-038BX		394.40
3005-219839	01/25/2022	SEVEN UP BOTTLING COMPANY OF CHICO INC	11-5601	FEB2022 LEASING B&C		3,500.00
3005-219840	01/25/2022	Sherwin Williams Co	01-4300	PAINT OHS		115.05
3005-219841	01/25/2022	FIREPLACE INC SMORE	01-5800	SOFTWARE SERVICES		1,199.00
3005-219842	01/25/2022	TEACHER CREATED MATERIALS, INC	01-5200	JOURNEY TO RESPONSIVENESS	5,500.00	
				VIRTUAL COACHING	30,000.00	35,500.00
3005-219843	01/25/2022	THERAPY TRAVELLERS, LLC	01-5800	SERVICE 01/10/22-01/16/22		5,092.50
3005-219844	01/25/2022	Turf Star Inc.	01-4300	HINGE PLATE	125.31	
				TRACTOR FLUIDS	178.36	303.67
Total Number of Checks					33	113,692.55

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Checks Dated 01/25/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description	Check Count	Expensed Amount			
01	GeneralFund	27	98,632.42			
11	AdultEducationFund	4	3,770.66			
13	CafeteriaSpecialRevenueFund	4	11,314.07			
	Total Number of Checks	33	113,717.15			
	Less Unpaid Sales Tax Liability		24.60			
	Net (Check Amount)		113,692.55			

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023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Jan 27 2022
8:44AM

Checks Dated 01/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-220187	01/27/2022	Bruce, Allie C	01-4300	INK, DVD'S, PRINTER		180.99
3005-220188	01/27/2022	Kermen, Matthew	01-5200	MIL. REIMB. SWIS TRAINING IN AUBURN		74.24
3005-220189	01/27/2022	Jenkins, Leighton R	01-5200	MEAL REIMB. 3RD GRADE FIELDTRIP		14.00
3005-220190	01/27/2022	Weliver, Alisha M	01-4300	PENCILS SHARPENERS AND PAPER CUTTER	157.95	
				VARIOUS CLASS SUPPLIES	129.27	287.22
3005-220191	01/27/2022	McConnell, Vicki L	11-4300	IRONING BOARDS COVERS		12.64
3005-220192	01/27/2022	Shaffer, Marta	01-4200	BOOKS AND ERASER	67.00	
			01-4300	BOOKS AND ERASER	15.13	
3005-220193	01/27/2022	Bright, Samantha	01-5200	MFE/ALA HOTEL		82.13
3005-220194	01/27/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 01/16/22-01/21/22		871.39
3005-220195	01/27/2022	ACE PLUMBING	01-5640	FIXED PIPE LEAK IN BUS GARAGE		2,171.40
3005-220196	01/27/2022	Berry Electric	01-6400	60 CCTV CAMERAS WITH NVR		608.58
3005-220197	01/27/2022	BSN SPORTS	01-4300	FB SIDELINE MARKERS		15,060.00
3005-220198	01/27/2022	BUSWEST	01-4363	VARIOUS MATERIALS		909.30
3005-220199	01/27/2022	CALIFORNIA FFA ASSOCIATION	01-5800	21/22 AG ED LEADERSHIP PACKETS		331.69
3005-220200	01/27/2022	COMERS PRINT SHOP	01-4300	DAILY VEHICLE INSP.	248.18	3,620.00
				TIGER PRIDE TICKETS	384.23	
3005-220201	01/27/2022	CSU CHICO	01-5800	JOB FAIR		632.41
3005-220202	01/27/2022	DAN'S ELECTRICAL SUPPLY	01-4300	15 AMP RECEPTACLE	75.96	300.00
				RETURNED 15 AMP RECEPTACLE	157.06-	
				SUPER FLEX/STRAP/CONNECTOR/CBLE CUTTER	167.24	
				VARIOUS MATERIALS	179.06	
3005-220203	01/27/2022	FOLLETT SCHOOL SOLUTIONS	01-4200	LIBRARY BOOKS ORDERS		265.20
3005-220204	01/27/2022	FOOD MAXX SAVE MART SUPERMARKETS	01-4300	ATC SUPPLIES- TRD-4243		1,084.72
3005-220205	01/27/2022	GRAY STEP SOFTWARE INC	01-5200	ASB WORKSHOP/ BOWERS	435.00	56.18
				ASB WORKSHOP/ MARTINEZ	395.00	
3005-220206	01/27/2022	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	IGNITOR HOT SURFACE W/ FLAME ROD		830.00
3005-220207	01/27/2022	SFWP - ACCTS RECEIVABLE	01-5505	JAN2022 BILLING LP #007847-000	225.80	110.61
				JAN2022 BILLING LP AG #007833-000	149.89	
3005-220208	01/27/2022	SHARP LOCKSMITHING GARAGE DOOR	01-4300	LAVER HANDLE		375.69
3005-220209	01/27/2022	SUTTER BUTTES COMMUNICATIONS	01-4300	RADIOS/PRGM UNIT/MIC/BATTERIES		487.13
3005-220210	01/27/2022	TENISHA FERGUSON	01-5800	MILEAGE REIMB. 12/02/21-1/20/22-M.WHEELER		4,293.88
				8796- BUILDING LIFE SKILL BOOKS	295.90	549.12
3005-220211	01/27/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4200	8796- MATH BOOKS	273.00	
			01-4300	0966- CULINARY SUPPLIES	254.36	

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ESCAPE ONLINE
Page 1 of 2

Checks Dated 01/27/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-220211	01/27/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	2510- MASK	1,645.40	
				2813- EARBUDS/SPEAKER/ PBIS RWD	109.77	
				2813- MICROSLIDE VIDEOS	1,049.93	
				4612- CULINARY SUPPLIES	215.49	
				5187- PRINTER CARTRIDGE	21.52	
				5187- TOWEL/BRK FLUID	188.97	
				5510- VARIOUS CLASS SUPPLIES	91.00	
				5996- COPIES	2.51	
				5996- LUNCH BAGS	10.26	
				5996- OFFICE CHAIRS	808.61	
				5996- OFFICE ORGANIZER	306.70	
				5996- PENCILS AND MARKERS	49.39	
				9908- VARIOUS CLASS SUPPLIES	164.07	
			01-5200	6975- VIRTUAL BUDGET DEV. WEBINAR	275.00	
				6975- VIRTUAL LEARNING IND WEBINAR	195.00	
				8796- VIRTUAL LEARNING WEBINAR	390.00	
			01-5620	8808- CAT CONVERTER	3,849.30	
			13-4300	7723- UNIFORM	45.31	
				Total Number of Checks	25	10,241.49
						43,450.01

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	24	43,392.06
11	AdultEducationFund	1	12.64
13	CafeteriaSpecialRevenueFund	1	45.31
	Total Number of Checks	25	43,450.01
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		43,450.01

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), Jan 27 2022
8:46AM

Checks Dated 02/01/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-220897	02/01/2022	LP PTSA	01-8699	REFUND FOR FACILITY USED		159.53
3005-220898	02/01/2022	MID VALLEY TITLE & ESCROW COMP ANY	25-6100	LOT PURCHASED #2500 & 2600 MITCHELL AVE.		223,687.38
3005-220899	02/01/2022	Galev, Mihai R	01-5200	MEAL REIMB. LP SOCCER/BB		66.00
3005-220900	02/01/2022	ANIXTER INC	01-4300	KEYS		365.31
3005-220901	02/01/2022	REBECCA LEROUX B43PRODUCTIONS	01-4300	VIDEOS EDITING CLASS		1,000.00
3005-220902	02/01/2022	BETTER DEAL EXCHANGE	01-4300	BATTERY WATCH/CAL	6.48	
				HASP FXD	4.32	
				LED HEAD LAMP	21.75	
				STEP DRILL BITS	70.35	
				VARIOUS MATERIAL	91.31	194.21
3005-220904	02/01/2022	CSUN	01-5800	JOB FAIR		250.00
3005-220905	02/01/2022	DANIELSEN CO	13-4300	FS	72.43	
				SUPPERS	71.12	
			13-4700	FS	2,257.65	
				SUPPERS	272.11	
				Unpaid Sales Tax	10.32-	2,662.99
3005-220906	02/01/2022	DAY WIRELESS SYSTEMS	01-5900	JAN2022 BILLING		762.00
3005-220907	02/01/2022	SANDRA G NIMMO DBA AFFORDA TES T	01-5800	INSPECTION TEST		3,467.31
3005-220908	02/01/2022	HEATHER MCGOWAN DBA SOUNDING BOARD MKT & COMM	01-5800	JAN2022 SERVICE		5,315.00
3005-220909	02/01/2022	FOLLETT SCHOOL SOLUTIONS	01-4200	LIBRARY BOOKS ORDERS		954.44
3005-220910	02/01/2022	Geary Pacific Supply	01-4300	VARIOUS MATERIALS- MTN		273.06
3005-220911	02/01/2022	GOLD STAR FOODS	13-4700	FOOD SUPPLIES	5,018.62	
				SUPPER	502.49	5,521.11
3005-220912	02/01/2022	HOLT OF CALIFORNIA	01-6400	MITSUBISHI FORKLIFT MODEL		28,449.08
				FG25N5-LE		
3005-220913	02/01/2022	HOME DEPOT	01-4300	MAINT. SUPPLIES		251.16
3005-220914	02/01/2022	NORCAL FOOD EQUIPMENT	01-4300	THICKNESS PROBE	134.51	
				WATER INLET VALVE KIT	206.92	341.43
3005-220915	02/01/2022	NorCal Kenworth	01-4363	AIR FILTER	175.75	
				OIL FILTER COMBO	239.21	414.96
3005-220916	02/01/2022	NORTHAM DISTRIBUTORS INC	13-4700	FOOD SERVICE	1,172.71	
				SUPPER	33.13	
				SUPPERS	99.39	1,305.23
3005-220917	02/01/2022	OFFICE DEPOT	01-4300	CREAMER/WRITING PADS	24.17	
				MARKERS	6.11	
				PALETT OF PAPER	1,414.57	

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 2

Checks Dated 02/01/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-220917	02/01/2022	OFFICE DEPOT	01-4300	STYLUS PEN	31.39	
				VARIOUS CLASS SUPPLIES	422.71	
				VARIOUS OFFICE SUPPLIES	143.73	
				VARIOUS SUPPLIES	262.16	2,304.84
3005-220918	02/01/2022	THE PAPE GROUP INC. PAPE' MACHINERY INC.	01-5620	SERVICE AND MATERIALS FOR TRACTOR CLUTCH		2,305.65
3005-220919	02/01/2022	PG&E	01-5501	#0290829210-01 11/22/21-12/21/21		856.87
3005-220920	02/01/2022	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	11-5602	CONTRACT LEASE OHS		416.44
3005-220921	02/01/2022	PTI, LLC	01-5800	JAN2022 SERVICE		159.38
3005-220922	02/01/2022	S&L Meat Sales Company, Inc.	13-4700	FOOD SUPPLY		411.66
3005-220923	02/01/2022	SCHOOL SPECIALTY, LLC	01-4300	VARIOUS SUPPLIES R.TORRES		6,167.74
3005-220924	02/01/2022	SUTTER COUNTY SUPERINTENDENT OF SCHOOLS	01-5800	21/22 TCIP FEE STAFFORD/CLOSE		1,500.00
3005-220925	02/01/2022	THE MUSIC CONNECTION SALLY S MACMILLAN	01-4300	VARIOUS SUPPLIES		86.84
3005-220926	02/01/2022	THERAPY TRAVELERS, LLC	01-5800	SERVICE 01/17/22-1/23/22		4,559.00
3005-220927	02/01/2022	Turf Star Inc.	01-4300	STARTER		681.06
3005-220928	02/01/2022	UNITED BUILDING CONTRACTORS, INC.	25-6200	HVAC OHS HVAC MODERIZATION		508,934.54
3813-220903	02/01/2022	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	FEB2022 RETIRE BILLING	56,567.66	
			76-9560	FEB2022 ACTIVE BILLING	406,541.74	463,109.40
Total Number of Checks					32	1,266,933.62

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	24	60,884.87
11	AdultEducationFund	1	416.44
13	CafeteriaSpecialRevenueFund	4	9,911.31
25	CapitalFacilitiesFund	2	732,621.92
76	Warrant/Pass-ThroughFund	1	463,109.40
Total Number of Checks			1,266,943.94
Less Unpaid Sales Tax Liability			10.32
Net (Check Amount)			1,266,933.62

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Checks Dated 02/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221127	02/03/2022	Saum, Amber	01-5200	MILLEAGE REIMB. MAP TESTING		42.92
3005-221128	02/03/2022	Husa, Buster	01-4300	CLASS ROOM SUPPLIES		14.99
3005-221129	02/03/2022	Atterberry, Nichella L	01-5200	MILLEAGE REIMB. MAP TESTING		33.87
3005-221130	02/03/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 01/13/22-01/28/22		3,276.75
3005-221131	02/03/2022	Ann Cooper Petersen	01-5800	JAN SERVICE- MARISOL/ERICA		100.00
3005-221132	02/03/2022	AT&T	01-5900	12/24/21-01/23/22 - #9391008280	27.76	
				12/24/21-01/23/22 - #9391008282	1,268.06	
			11-5900	12/24/21-01/23/22 - #9391008282	32.99	
				12/24/21-01/23/22 - #9391047160	112.44	
			13-5900	12/24/21-01/23/22 - #9391008282	16.84	1,458.09
3005-221133	02/03/2022	AZ BUS SALES INC	01-4363	VARIOUS MT. SUPPLIES		140.63
3005-221134	02/03/2022	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	01-4360	21/22 PERMIT TO OPERATE GASOLINE DISPENSING		170.65
3005-221135	02/03/2022	CHRISTENSEN TELECOMMUNICATIONS, INC	01-5640	SERVICE REPAIR E WING OHS		180.00
3005-221136	02/03/2022	Dannis Woliver Kelley	01-5801	12/01/21-12/31/21 CVRA	2,212.50	
				12/01/21-12/31/21 DOJ COMPLIANCE	93.00	
				12/01/21-12/31/21 OHSD VS. PERBS/OSTA	532.00	
				12/01/21-12/31/21 PROF SERVICE	3,183.00	6,020.50
3005-221137	02/03/2022	KIMBALL MIDWEST	01-4363	VARIOUS SUPPLIES		284.94
3005-221138	02/03/2022	EDUCATIONAL TESTING SERVICE	11-5800	OAE TESTING/TEST FEE		411.50
3005-221139	02/03/2022	ENLOE MEDICAL CENTER	01-5804	DEC2021 PRE SCREENING		71.00
3005-221140	02/03/2022	GRAINGER INC	01-4300	CORDLESS TELEPHONE	284.32	
				LOCKSET CYLINDER	92.12	
				PLUG MODULAR	8.64	
			01-4363	EXTENSION/USB POWER PORT	19.07	
				VARIOUS MATERIALS	75.02	479.17
3005-221141	02/03/2022	HERFF JONES	01-4300	DIPLOMA COVERS		1,231.23
3005-221142	02/03/2022	JACKSONS GLASS CO	01-4300	GREY TEMPERED INSULATED UNIT		441.94
3005-221143	02/03/2022	MARK E DORNAN MD INSPECTION INC.	25-6200	01/03/22-01/31/22- INSP.		880.00
3005-221144	02/03/2022	MJB SALES & SERVICE	01-4300	ARGON- AG DEPT		534.34
3005-221145	02/03/2022	NorCal Kenworth	01-4363	CLEARBLUE DEF		194.85
3005-221146	02/03/2022	O'REILLY AUTOMOTIVE INC	01-4363	BLUE DEF	45.43	
				OIL/ FILTERS	50.49	
				RELAY	14.09	
				TRM SHINE	25.95	
				VARIOUS MATERIALS	36.76	172.72
3005-221147	02/03/2022	OROVILLE ADULT ED REVOLVING	11-5800	DEC. SERVICE CHARGE		25.00
3005-221148	02/03/2022	OUHSD REVOLVING FUND	01-5800	DEC REIMB./ SERVICE CHARGE	35.00	
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.					ESCAPE	ONLINE

Checks Dated 02/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221148	02/03/2022	OUHSD REVOLVING FUND	25-5800	DEC REIMB./ SERVICE CHARGE	2,500.00	2,535.00
3005-221149	02/03/2022	OUHSD SCHOLARSHIP FUND	73-5800	REIMB. CK# 1682-1686		3,840.75
3005-221150	02/03/2022	SWRCB ACCOUNTING OFFICE	01-5800	01/01/22-12/31/22- ANNUAL PERMIT FEE		1,738.00
3005-221151	02/03/2022	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5800	ANNUAL NFPA FIRE ALARM INSP.	8,485.00	
				SEMI ANNUAL KITCHEN INSPECTION	1,140.00	9,625.00
3005-221152	02/03/2022	ALAN VON DER MEHDEN	01-4300	WINCO REIMB. CULINARY		203.59
Total Number of Checks					26	34,107.43

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	22	26,287.91
11	AdultEducationFund	3	581.93
13	CafeteriaSpecialRevenueFund	1	16.84
25	CapitalFacilitiesFund	2	3,380.00
73	FoundationPrivPurposeTrustFu	1	3,840.75
Total Number of Checks		26	34,107.43
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			34,107.43

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Checks Dated 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221420	02/08/2022	Castillo-Siplin, Diana	01-4300	PBIS INCENTIVE PRICE		50.00
3005-221421	02/08/2022	Aichele, Sarah L	01-5200	MEAL REIMB. SOCCER/LP-OHS		70.50
3005-221422	02/08/2022	ACE PLUMBING	01-5640	REPAIR LEAKS IN LP BOYS LOCKER ROOM		819.00
3005-221423	02/08/2022	Amazon.com Lic	01-4300	CLASSROOM POCKET CHART FOR CELL PHONES AND CAL. JUNCTION BOX	31.12	
				LAPTOP SPEAKER	285.80	
				TIDE PODS LAUNDRY DETERGENT	32.34	
				VARIOUS CLASS SUPPLIES	21.10	
				VARIOUS SUPPLIES	692.82	
				VENT ELECTRICT MOTOR	955.87	
				WAITING ROOM CHAIR OFFICE	431.82	
				PORTABLE AMP FOR PHONES	606.18	
			11-4300	VARIOUS CLASSROOM SUPPLIES	37.73	
				KEYS	239.94	3,334.72
3005-221424	02/08/2022	ANIXTER INC	01-4300	BUS 58 TOW TO BUS YARD		647.42
3005-221425	02/08/2022	BROWERS TOW SERVICE INC	01-5620	KIT MOTOR		250.00
3005-221426	02/08/2022	BUSWEST	01-4363	KIT REPLACEMENT	372.59	
				BUS 70 SERVICE	185.76-	
			01-5620	DEC2021 PRE SCREENING	1,843.97	2,030.80
3005-221427	02/08/2022	CA OCCUPATIONAL MEDICAL PROF	01-5804	PHARMACY/EKG TECH BILLING		250.00
3005-221428	02/08/2022	Condensed Curriculum International, Inc.	11-5800	FS	754.19	5,246.50
3005-221429	02/08/2022	DANIELSEN CO	13-4300	FS		
			13-4700	Unpaid Sales Tax	7,564.35	
3005-221430	02/08/2022	DK WEB DESIGN LLC	11-5850	21/22 HOSTING	56.99-	8,261.55
3005-221431	02/08/2022	ROY ELLIS ELLIS ART & ENG. SUPPLIES	01-4300	OIL PASTEL		295.00
3005-221432	02/08/2022	EWING IRRIGATION PRODUCTS	01-4300	CLOBE/ANGLE VLV		280.04
3005-221433	02/08/2022	FOLLETT SCHOOL SOLUTIONS	01-4100	LIBRARY BOOKS ORDERS		97.60
3005-221434	02/08/2022	GRAINGER INC	01-4300	PENS BLUE	44.84	243.56
				TOILET SEATS COVER	71.99	
			01-4363	HANGING FILE FOLDERS	22.63	139.46
3005-221435	02/08/2022	HERFF JONES	01-4300	DIPLOMA SALUTVALED		10.66
3005-221436	02/08/2022	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES		1,278.69
3005-221437	02/08/2022	JACKSONS GLASS CO	01-5620	WINDSHIELD		1,245.96
3005-221438	02/08/2022	MJB SALES & SERVICE	01-4300	ARGON WELDING CLASS		550.42
3005-221439	02/08/2022	MT SHASTA SPRING WATER CO INC	01-4300	02/04/22 4-5 GAL- DO	36.85	
			01-4363	02/04/22 1-5 GAL- TRANS	12.80	49.65
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Checks Dated 02/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221440	02/08/2022	NORCAL FOOD EQUIPMENT	13-4300	FOOD PAN WARES		289.96
3005-221441	02/08/2022	OFFICE DEPOT	01-4300	CHAIRS	225.21	
				VARIOUS CLASSRM SUPPLIES	171.39	
			11-4300	VARIOUS CLASSRM SUPPLIES	58.35	454.95
3005-221442	02/08/2022	OREILLY AUTOMOTIVE INC	01-4363	GAS-MAGNUM	141.09	
				TERM SPRAY	5.40	
				TRAILER CABLE	153.92	
				VARIOUS TRANSP. SUPPLIES	196.06	496.47
3005-221443	02/08/2022	OROVILLE FORD	01-4363	2015 FORD CLOUD SERVICE	615.01	
				2015 FORD OXFORD SERVICE	615.01	1,230.02
3005-221444	02/08/2022	OROVILLE POWER EQUIPMENT	01-4300	GRIP/ROPE STARTER		13.26
3005-221445	02/08/2022	PROPACIFIC FRESH	13-4700	FOOD SERVICE	439.44	
				SUPPER	387.86	827.30
3005-221446	02/08/2022	RAMIRO RUBALCABA	01-5800	JAN2022 SERVICE		3,625.00
3005-221447	02/08/2022	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	JAN GARBAGE SERVICE DO/TRANS	214.11	
				JAN GARBAGE SERVICE HS	1,070.55	
				JAN GARBAGE SERVICE LP	2,209.23	
				JAN GARBAGE SERVICE LPHS	305.51	
				JAN GARBAGE SERVICE OHS	1,113.56	
				MISC GARBAGE	1,134.36	
			11-5506	JAN GARBAGE SERVICE OAE	198.26	6,245.58
3005-221448	02/08/2022	S&L Meat Sales Company, Inc.	13-4300	MISSING CARROTS	1.34-	
				MISSING CARROTS/CRACKERS	4.79-	
			13-4700	FOOD SUPPLY	1,493.14	
				MISSING CARROTS	27.10-	
				MISSING CARROTS/CRACKERS	96.69-	
				SUPPERS	307.05	1,670.27
3005-221449	02/08/2022	SUPERIOR REGION CATA	01-5200	21/22 SPRING MEETING		150.00
3005-221450	02/08/2022	TRACEY ANN WRIGHT THE WRIGHT STUFF	11-5800	OAE CPR/FIST AID/AED TRAINING		720.00
3005-221451	02/08/2022	THERAPY TRAVELERS, LLC	01-5800	SERVICE 01/24/22-01/30/22		4,268.00
3005-221452	02/08/2022	ALAN VON DER MEHDEN	01-4300	WINCO REIMB. CULINARY		223.45
Total Number of Checks					33	45,365.79

Fund Summary

Fund	Description	Check Count	Expensed Amount
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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), Feb 10 2022
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Checks Dated 02/08/2022

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

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	26	27,520.93
11	AdultEducationFund	6	6,795.78
13	CafeteriaSpecialRevenueFund	4	11,106.07
Total Number of Checks		33	45,422.78
Less Unpaid Sales Tax Liability			56.99
Net (Check Amount)			45,365.79

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023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Feb 10 2022
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Checks Dated 02/10/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221730	02/10/2022	CRYSTAL BOOTH	01-5200	01/03/22-01/31/22 MILEAGE REIMB. HOME TO LP		86.70
3005-221731	02/10/2022	Saum, Amber	01-5200	MILEAGE REIMB/ MAP TEST		26.91
3005-221732	02/10/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 01/31/22-02/04/22		1,718.80
3005-221733	02/10/2022	BETTER DEAL EXCHANGE	01-4300	ANCHORS/MISC BOLTS	24.32	
				BARREL BOLT	10.38	
				DISTILLED VINEGAR	14.27	
				DOOR STOP	8.65	
				MISC BOLTS/NUTSWASHERS	39.22	
				SIMPLE GREEN CLEANER	25.96	
				VARIOUS MATERIALS	166.26	
			01-4363	BATTERY 3V	9.73	298.79
3005-221734	02/10/2022	COLLEGE BOARD PSAT/NMSQT	01-5800	PSAT/NMSQT LP	1,228.00	
				PSAT/NMSQT OHS	390.00	1,618.00
3005-221735	02/10/2022	GOLD STAR FOODS	13-4700	FOOD SUPPLIES	3,908.78	
				SUPPER	77.85	3,986.63
3005-221736	02/10/2022	HOME DEPOT	01-4300	MAINT. SUPPLIES		571.09
3005-221737	02/10/2022	HUNT AND SONS INC	01-4361	DIESEL FUEL		12,981.84
3005-221738	02/10/2022	NORTHAM DISTRIBUTORS INC	13-4700	FS	2,011.38	
				SUPPERS	33.13	2,044.51
3005-221739	02/10/2022	RAY MORGAN COMPANY	01-5602	3RD QTR LEASE/MAINT. CONTRACT	4,216.43	
			01-5603	3RD QTR LEASE/MAINT. CONTRACT	1,448.16	5,664.59
3005-221740	02/10/2022	SCHOOLS INSURANCE AUTHORITY	01-5200	ADMINISTERING SCHOOL RISK CLASS		100.00
3005-221741	02/10/2022	STAPLES-BUSINESS ADVANTAGE	01-4300	VARIOUS SUPPLIES		190.82
3005-221742	02/10/2022	T-MOBILE USA INC.	01-5900	FEB HOTSPOT SERVICE		8,282.00
3005-221743	02/10/2022	THERMALITO WATER & SEWER DIST	01-5505	JAN2022 BILLING- 617301	67.04	
				JAN2022 BILLING- 620601	113.43	180.47
3005-221744	02/10/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0966- OHS CULINARY	352.52	
				2510- MASK	2,056.75	
				2813- BIKE SUPPLIES/INCENTIVES	30.08	
				2813- CTE BIKE SHOP SUPPLIES	43.08	
				2813- INST SUPPLIES-BIO	7.55	
				2813- SEEDS	56.21	
				2945- PARTS FOR PIG FARM	274.35	
				4612- LP CULINARY	746.41	
				5510- WELDING SUPPLIES	174.07	
				5996- BLUETOOTH SPEAKER	151.54	
				7952- CARB/HOSE	105.04	
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Checks Dated 02/10/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221744	02/10/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	7952- FOIL PAN WITH LID	17.69	
				7952- SPARK PLUGS	7.04	
				9378- ADVISORY MEETING LUNCH	115.45	
				9378- SHOP SUPPLIES	340.92	
				9689- HAND WASHING TIMER/ BONE	38.95	
				9689- LARGE SIGNATURE STAMPS/ BONE	54.38	
				9877- VARIOUS SUPPLIES	40.45	
				9908- CTE MATERIALS	235.55	
				9908- VARIOUS CLASS SUPPLIES	132.20	
			01-5800	2510- EDUCATIONAL CAREER DAY	350.00	
			11-5200	8796- CAEAA CONF	125.00	
			13-4700	7723- FOOD SUPPLIES	89.42	
			25-6100	2510- ENVIRONMENTAL FEE	52.50	5,597.15
3005-221745	02/10/2022	VERNIER SOFTWARE & TECHNOLOGY	01-4300	CLASS RM SUPPLIES	791.97	
Total Number of Checks					16	44,140.27

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	14	37,842.21
11	AdultEducationFund	1	125.00
13	CafeteriaSpecialRevenueFund	3	6,120.56
25	CapitalFacilitiesFund	1	52.50
Total Number of Checks		16	44,140.27
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			44,140.27

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023 - Oroville Union High School District

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Page 2 of 2

Fund 01 - General Fund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFFStateAid-CurrentYear	15,288,459.00	14,770,406.00	9,826,806.00	4,943,600.00	66.53
8012	EduProtectionAccountStAidCurYr	5,099,568.00	5,084,403.00	2,860,001.00	2,224,402.00	56.25
8019	LCFFRevenueLimitStateAidPriYrs			26,596.00	26,596.00-	NO BDGT
8021	Homeowners'Exemptions	112,452.00	105,608.00	14,650.12	90,957.88	13.87
8022	TimberYieldTax	26,762.00	31,438.00	69,971.39	38,533.39-	222.57
8029	OthrSubventionsIn-LieuTaxes	2,928.00	3,855.00		3,855.00	
8041	SecuredRollTaxes	8,013,997.00	8,009,622.00	4,589,385.48	3,420,236.52	57.30
8042	UnsecuredRollTaxes	457,724.00	510,947.00	458,525.07	52,421.93	89.74
8043	PriorYears'Taxes	13,100.00	13,995.00	8,818.41	5,176.59	63.01
8044	SupplementalTaxes	105,650.00	148,879.00	34,015.36	114,863.64	22.85
8045	EducatnRevenueAugmentationFund	2,106,775.00-	1,918,871.00-	663,565.70-	1,255,305.30-	34.58
8047	CommunityRedevelopmentFunds	1,222,173.00	1,588,769.00	86,559.48	1,502,209.52	5.45
8096	Trns2ChtrSchlnInLieuOfPropTaxes	248,090.00-	262,561.00-	140,736.00-	121,825.00-	53.60
	Total LCFF Revenue Sources	27,987,948.00	28,086,490.00	17,171,026.61	10,915,463.39	61.14
Federal Revenue						
8181	SpecialEducation-Entitlement	485,088.00	453,658.00		453,658.00	40.46
8290	AllOtherFederalRevenue	6,582,848.00	5,553,590.00	2,247,248.52	3,306,341.48	
	Total Federal Revenue	7,067,936.00	6,007,248.00	2,247,248.52	3,759,999.48	37.41
Other State Revenues						
8550	MandatedCostReimbursements	129,309.00		136,321.00	136,321.00-	NO BDGT
8560	StateLotteryRevenue	426,000.00	426,000.00	177,881.96	248,118.04	41.76
8590	AllOtherStateRevenue	3,427,909.00	1,479,822.00	812,017.00	667,805.00	54.87
	Total Other State Revenues	3,983,218.00	1,905,822.00	1,126,219.96	779,602.04	59.09
Other Local Revenue						
8650	LeasesandRentals	8,000.00	8,000.00	5,329.15	2,670.85	66.61
8660	Interest	127,000.00	103,000.00	45,731.81	57,268.19	44.40
8677	InteragencySrvcBetweenLEAs	592,334.00	1,028,711.00	536,274.54	492,436.46	52.13
8699	AllOtherLocalRevenue	116,250.00	114,250.00	156,484.90	42,234.90-	136.97
8792	TrnsfrApportionmentFrmCntyOffics	1,336,700.00	1,468,285.00	807,104.00	661,181.00	54.97
	Total Other Local Revenue	2,180,284.00	2,722,246.00	1,550,924.40	1,171,321.60	56.97
	Total Year To Date Revenues	41,219,386.00	38,721,806.00	22,095,419.49	16,626,386.51	57.06
Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used

Summary

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

Fund 01 - General Fund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3402	HlthWfarBenefitClasifdPositn	1,526,901.00	1,475,949.00	563,284.93	709,713.50	202,950.57	48.09
3501	StUnemplmntInsurncCertPositns	154,311.00	58,275.00	25,818.48	31,051.73	1,404.79	53.28
3502	StUnemplmntInsurncClasifdPos	58,997.00	23,989.00	9,611.93	12,285.68	2,091.39	51.21
3601	WCIInsuranceCertificatdPositns	326,407.00	320,457.00	142,172.15	171,825.68	6,459.17	53.62
3602	WCCompenstnInsurncClassPositn	134,649.00	134,810.00	54,337.05	71,328.53	9,144.42	52.91
3701	OPEBAllocatedCertificatdPositn	525,033.00	529,018.00	234,235.07	283,089.23	11,693.70	53.51
3702	OPEBAllocatedClassifiedPositn	187,638.00	222,107.00	89,523.03	117,661.78	14,922.19	52.98
Total Employee Benefits		10,923,498.00	10,620,430.00	4,139,716.88	4,909,634.71	1,571,078.41	46.23
Books and Supplies							
4100	ApprvdTxbookCorCurriculaMterl	111,000.00	369,363.00	243.56	55,171.01	313,948.43	14.94
4200	BooksandOtherReferenceMaterial	11,700.00	11,700.00	4,432.96	8,022.88	755.84-	68.57
4300	MaterialsandSupplies	1,800,432.00	2,547,737.00	245,918.21	595,677.17	1,706,141.62	23.38
4360	TransportationGenSupplies	20,000.00	20,000.00	15,713.09	1,356.29	2,930.62	6.78
4361	TransportationFuel	110,000.00	110,000.00		53,255.35	56,744.65	48.41
4362	TransportationOilGrease	6,000.00	6,000.00			6,000.00	
4363	TransportationParts	54,000.00	54,000.00	43,036.54	20,456.88	9,493.42-	37.88
4364	TransportationTires	15,000.00	15,000.00	13,731.11	2,539.19	1,270.30-	16.93
4400	NoncapitalizedEquipment	31,590.00	165,078.00	32,832.00	348,629.15	216,383.15-	211.19
4700	Food		5,000.00			5,000.00	
Total Books and Supplies		2,159,722.00	3,303,878.00	355,907.47	1,085,107.92	1,862,862.61	32.84
Services and Other Operating Expenditures							
5200	TravelandConferences	212,654.00	163,510.00	13,680.00	71,644.27	78,185.73	43.82
5300	DuesandMemberships	27,500.00	27,500.00		28,224.99	724.99-	102.64
5450	OtherInsurance	552,000.00	552,000.00		551,766.00	234.00	99.96
5501	GasElectricity	437,000.00	437,000.00	232,486.95	230,649.42	26,136.37-	52.78
5502	PestControl	5,800.00	5,800.00	3,063.21	3,208.00	471.21-	55.31
5503	SewerFees	69,000.00	69,000.00	30,200.00	57,661.66	18,861.66-	83.57
5505	Water	67,000.00	67,000.00	20,352.45	50,398.36	3,750.81-	75.22
5506	WasteDisposal	58,200.00	58,200.00	28,019.82	30,146.14	34.04	51.80
5601	FacilitiesRent	6,000.00	6,000.00		1,177.50	4,822.50	19.63
5602	CopierPostageMeterRents	63,100.00	63,100.00	30,847.37	31,105.90	1,146.73	49.30
5603	CopierMaintenance	28,500.00	28,500.00	6,329.53	6,253.23	15,917.24	21.94
5620	EquipmentRentalsAndRepairs	132,500.00	146,858.00	47,320.68	101,142.75	1,605.43-	68.87
5630	ComputerMaintenanceRepairs	19,000.00	19,000.00		13,318.75	5,681.25	70.10
5640	BuildingAndSiteRepairs	250,000.00	250,000.00	4,581.52	211,548.93	33,869.55	84.62

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

Fund 01 - General Fund

Fiscal Year 2021/22 Through February 2022

Revenues, Expenditures, and Changes in Fund Balance

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues	41,219,386.00	38,721,806.00		22,095,419.49	16,626,386.51	57.06
B. Expenditures	35,239,949.00	37,056,900.00	12,678,011.61	18,512,253.22	5,866,635.17	49.96
C. Subtotal (Revenue LESS Expense)	5,979,437.00	1,664,906.00		3,583,166.27	10,759,751.34	
D. Other Financing Sources and Uses						
Sources						
LESS Uses	225,391.00	189,091.00			189,091.00	
E. Net Change in Fund Balance	5,754,046.00	1,475,815.00		3,583,166.27	10,570,660.34	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	9,769,351.00	10,734,149.00		10,734,149.02		
Other Restatements (9795)						
Adjusted Beginning Balance	9,769,351.00	10,734,149.00		10,734,149.02		
G. Calculated Ending Balance	15,523,397.00	12,209,964.00		14,317,315.29		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	15,523,397.00	12,209,964.00				
Other				12,678,011.61		

Fund 08 - StudentActivityFund

Fiscal Year 2021/22 Through February 2022

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
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	309,563.00		309,563.26		
Other Restatements (9795)						
Adjusted Beginning Balance	261,897.00	309,563.00		309,563.26		
G. Calculated Ending Balance	261,897.00	309,563.00		309,563.26		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	261,897.00	309,563.00				
Other						

Fund 11 - Adult Education Fund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3302	OASDI Medicare Altmtv Clas Position	15,694.00	16,214.00	6,878.52	9,317.95	17.53	57.47
3311	Medicare Certified	5,707.00	5,893.00	302.85	3,131.05	2,459.10	53.13
3312	Medicare Classified	3,813.00	3,934.00	1,608.64	2,235.87	89.49	56.83
3401	Hlth Wfr Benefits Certificat Positn	139,502.00	139,502.00	66,059.73	76,638.70	3,196.43-	54.94
3402	Hlth Wfr Benefit Clasifid Positn	86,836.00	93,156.00	36,912.39	48,790.07	7,453.54	52.37
3501	StUnemplmntInsurncCertPositns	4,842.00	2,033.00	88.90	875.05	1,069.05	43.04
3502	StUnemplmntInsurncCissifdPos	3,235.00	1,358.00	554.70	761.98	41.32	56.11
3601	WCI Insurance Certificatd Positns	10,704.00	11,049.00	483.80	5,847.65	4,717.55	52.92
3602	WCCompenstnInsurncClassPositn	7,419.00	7,557.00	3,091.95	4,320.31	144.74	57.17
3701	OPEB Allocated Certificatd Positn	17,635.00	18,205.00	797.15	9,634.32	7,773.53	52.92
3702	OPEB Allocated Classified Positn	12,222.00	12,371.00	5,094.09	7,117.77	159.14	57.54
Total Employee Benefits		429,709.00	440,610.00	150,579.18	234,219.94	55,810.88	53.16
Books and Supplies							
4200	Books and Other Reference Material				372.09	372.09-	NO BDGT
4300	Materials and Supplies	10,326.00	7,688.00	476.94	9,213.67	2,002.61-	119.84
4400	Noncapitalized Equipment				23,837.33	23,837.33-	NO BDGT
Total Books and Supplies		10,326.00	7,688.00	476.94	33,423.09	26,212.03-	434.74
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		1,583.69	676.31	70.07
5501	Gas Electricity	23,935.00	23,935.00	8,834.65	8,834.67	6,265.68	36.91
5502	Pest Control	700.00	700.00	243.79	385.00	71.21	55.00
5503	Sewer Fees	1,400.00	1,400.00		1,490.76	90.76-	106.48
5505	Water	6,000.00	6,000.00	2,059.15	1,640.85	2,300.00	27.35
5506	Waste Disposal	3,000.00	3,000.00	1,167.05	1,189.56	643.39	39.65
5601	Facilities Rent	42,000.00	42,000.00		28,000.00	14,000.00	66.67
5602	Copier Postage Meter Rents	1,000.00	1,000.00		783.43	216.57	78.34
5603	Copier Maintenance	9,500.00	5,500.00	1,027.55	4,547.24	74.79-	82.68
5620	Equipment Rentals and Repairs	950.00	950.00		440.00	510.00	46.32
5640	Building and Site Repairs	40,000.00	40,000.00		267.59	39,732.41	0.67
5750	Transfers Direct Costs Interfund	18,000.00	18,000.00		975.00	17,025.00	5.42
5800	Prof Consulting Svcs and Oper Expnd	105,000.00	105,000.00	120,429.05	39,332.80	54,761.85-	37.46
5804	Pre Employment Testing				408.50	408.50-	NO BDGT
5806	Advertising	32,000.00	40,000.00		23,137.98	16,862.02	57.84
5850	Software Maintenance and Licenses	21,473.00	27,256.00	295.00	30,431.81	3,470.81-	111.65

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

Fund 11 - Adult Education Fund

Fiscal Year 2021/22 Through February 2022

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,504,282.00	1,544,617.00		1,041,355.82	503,261.18	67.42
B. Expenditures	1,522,100.00	1,560,726.00	429,251.08	804,456.13	327,018.79	51.54
C. Subtotal (Revenue LESS Expense)	17,818.00-	16,109.00-		236,899.69	176,242.39	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	17,818.00-	16,109.00-		236,899.69	176,242.39	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	676,210.00	750,035.00		750,035.31		
Other Restatements (9795)						
Adjusted Beginning Balance	676,210.00	750,035.00		750,035.31		
G. Calculated Ending Balance	658,392.00	733,926.00		986,935.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	658,392.00	733,926.00				
Other				429,251.08		

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Books and Supplies	589,000.00	589,000.00	148,166.75	232,053.07	208,780.18	39.40
Services and Other Operating Expenditures							
5200	TravelandConferences	500.00	500.00			500.00	
5300	DuesandMemberships	500.00	500.00		209.40	290.60	41.88
5750	TransfersDirectCostsInterfund	1,000.00	1,000.00		1,094.50	94.50-	109.45
5800	ProfConsultingSrvcsandOperExpnd	3,000.00	3,000.00		2,875.43	124.57	95.85
5804	PreEmploymentTesting	1,700.00	1,700.00		1,171.00	529.00	68.88
5850	SoftwareMaintenanceAndLicences	5,900.00	5,900.00		2,980.50	2,919.50	50.52
5900	Communications	500.00	500.00		118.42	381.58	23.68
	Total Services and Other Operating Expenditures	13,100.00	13,100.00	.00	8,449.25	4,650.75	64.50
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	46,138.00	49,169.00			49,169.00	
	Total Transfers of Indirect/direct support costs	46,138.00	49,169.00	.00	.00	49,169.00	
	Total Year To Date Expenditures	1,256,249.00	1,290,804.00	424,445.92	564,027.70	302,330.38	43.70

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Other Financing Sources						
8916	ToCafeFundFromGenFund	225,391.00	189,091.00		189,091.00	
	Total Other Financing Sources	225,391.00	189,091.00	.00	189,091.00	
	Total Year To Date Other Financing Sources	225,391.00	189,091.00	.00	189,091.00	

Fund 25 - Capital Facilities Fund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd	%
Revenue Detail							
Other Local Revenue							
8660	Interest	9,000.00	9,000.00	5,942.26	3,057.74		66.03
8681	Mitigation/Developer Fees	320,000.00	320,000.00	253,192.44	66,807.56		79.12
	Total Other Local Revenue	329,000.00	329,000.00	259,134.70	69,865.30		78.76
	Total Year To Date Revenues	329,000.00	329,000.00	259,134.70	69,865.30		78.76

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	Used	%
Expenditure Detail								
Services and Other Operating Expenditures								
5750	Transfers Direct Costs Interfund	19,000.00	19,000.00		17,157.50	1,842.50		90.30
5800	Prof Consulting Svcs and Oper Expnd	5,000.00	5,000.00		14,757.00	9,757.00-		295.14
	Total Services and Other Operating Expenditures	24,000.00	24,000.00	.00	31,914.50	7,914.50-		132.98
Capital Outlay								
6100	Land				223,687.38	223,687.38-		NO BDGT
6200	Building Improvement Of Buildings		510,000.00	15,760.00	545,937.64	51,697.64-		107.05
	Total Capital Outlay	.00	510,000.00	15,760.00	769,625.02	275,385.02-		150.91
	Total Year To Date Expenditures	24,000.00	534,000.00	15,760.00	801,539.52	283,299.52-		150.10

Fund 26 - RDAFeesFund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd	%
Revenue Detail							
Other Local Revenue							
8625	ComRdvlpmntFndNotSubject2LCFFDd	151,000.00	151,000.00	113,346.93	37,653.07		75.06
8660	Interest	8,000.00	8,000.00	4,364.75	3,635.25		54.56
	Total Other Local Revenue	159,000.00	159,000.00	117,711.68	41,288.32		74.03
	Total Year To Date Revenues	159,000.00	159,000.00	117,711.68	41,288.32		74.03
Expenditure Detail							
Books and Supplies							
4400	NoncapitalizedEquipment						
	Total Books and Supplies	.00	5,000.00	4,772.71	227.29		95.45
	Total Year To Date Expenditures	.00	5,000.00	4,772.71	227.29		95.45

Fund 51 - BndIntRdmptFndA

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd %
Revenue Detail						
Other State Revenues						
8571	VoidIndbtdnesLeviHmownrExmptn	6,000.00	6,000.00	705.49	5,294.51	11.76
8572	VtdIndbtdnsLevOtrSbvtntshLnTx	2,000.00	2,000.00		2,000.00	
	Total Other State Revenues	8,000.00	8,000.00	705.49	7,294.51	8.82
Other Local Revenue						
8611	VotedIndebtdnssLevieSecurdRol	449,000.00	449,000.00	244,590.08	204,409.92	54.47
8612	VotdIndebtdnesLevieUnscurdRol	24,000.00	24,000.00	19,773.28	4,226.72	82.39
8613	VotdIndebtdnesLeviePriYrTaxes	1,000.00	1,000.00	714.08	285.92	71.41
8614	VotdIndbtdnssLevieSuplmtntTaxe	7,000.00	7,000.00	1,884.92	5,115.08	26.93
8660	Interest	8,000.00	8,000.00	2,432.90	5,567.10	30.41
	Total Other Local Revenue	489,000.00	489,000.00	269,395.26	219,604.74	55.09
	Total Year To Date Revenues	497,000.00	497,000.00	270,100.75	226,899.25	54.35

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

Fund 52 - BndIntRdmpntFndB

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLeviHmownrExmptn	4,000.00	4,000.00	606.22	3,393.78	15.16
8572	VotdIndbtdnesLevOtrSbvtntnsInLuTx	1,000.00	1,000.00		1,000.00	
	Total Other State Revenues	5,000.00	5,000.00	606.22	4,393.78	12.12
Other Local Revenue						
8611	VotdIndebtdnesLevieSecurdRol	328,000.00	328,000.00	201,235.44	126,764.56	61.35
8612	VotdIndebtdnesLevieUnscurdRol	18,000.00	18,000.00	15,189.12	2,810.88	84.38
8613	VotdIndebtdnesLeviePriYrTaxes	1,000.00	1,000.00	548.52	451.48	54.85
8614	VotdIndbtdnssLevieSuplmtntTaxe	5,000.00	5,000.00	1,619.38	3,380.62	32.39
8660	Interest	6,000.00	6,000.00	1,814.94	4,185.06	30.25
	Total Other Local Revenue	358,000.00	358,000.00	220,407.40	137,592.60	61.57
	Total Year To Date Revenues	363,000.00	363,000.00	221,013.62	141,986.38	60.89

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

Fund 53 - BndIntRdmpTndHarrison

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd	%
Revenue Detail							
Other State Revenues							
8571	VotdIndbtdnesLeviHmownrExmptn	12,000.00	12,000.00	1,364.04	10,635.96		11.37
8572	VotdIndbtdnsLevOtrSbvntnsInLuTx	3,000.00	3,000.00		3,000.00		
	Total Other State Revenues	15,000.00	15,000.00	1,364.04	13,635.96		9.09
Other Local Revenue							
8611	VotedIndebtdnssLevieSecurdRol	861,000.00	861,000.00	452,507.15	408,492.85		52.56
8612	VotdIndebtdnesLevieUnscurdRol	52,000.00	52,000.00	39,583.12	12,416.88		76.12
8613	VotdIndebtdnesLeviePriYrTaxes	2,000.00	2,000.00	1,509.47	490.53		75.47
8614	VotdIndbtdnssLevieSuplmtlTaxe	15,000.00	15,000.00	3,968.21	11,031.79		26.45
8660	Interest	13,000.00	13,000.00	4,881.54	8,118.46		37.55
	Total Other Local Revenue	943,000.00	943,000.00	502,449.49	440,550.51		53.28
	Total Year To Date Revenues	958,000.00	958,000.00	503,813.53	454,186.47		52.59

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		123,632.51	610,189.49		16.85
	Total Debt Service	857,455.00	857,455.00	.00	857,454.51	.49		100.00
	Total Year To Date Expenditures	857,455.00	857,455.00	.00	857,454.51	.49		100.00

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2021/22 Through February 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd	%
Revenue Detail							
Other Local Revenue							
8660	Interest		24,000.00	5,134.49	18,865.51		21.39
8699	AllOtherLocalRevenue		30,000.00	19,366.40	10,633.60		64.55
	Total Other Local Revenue	.00	54,000.00	24,500.89	29,499.11		45.37
	Total Year To Date Revenues	.00	54,000.00	24,500.89	29,499.11		45.37
Expenditure Detail							
Services and Other Operating Expenditures							
5800	ProfConsultngSrvcsandOperExpnd		54,000.00	37,645.75	16,354.25		69.71
	Total Services and Other Operating Expenditures	.00	54,000.00	37,645.75	16,354.25		69.71
	Total Year To Date Expenditures	.00	54,000.00	37,645.75	16,354.25		69.71

Fund 76 - Warrant/Pass-ThroughFund

Fiscal Year 2021/22 Through February 2022

Description

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

Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
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Oroville Union High School District
Memorandum

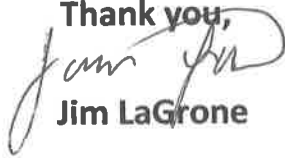
TO: Board of Trustees

From: Jim LaGrone, Maintenance Supervisor

Date: February 4, 2022

Subject: Acceptance of Contract with CDWG

I am requesting the acceptance of the contract between CDWG and Oroville Union High School District in the amount of \$85,559.38 for network category 2 equipment for funding year 2022 / 2023. This is an E-rate expense that is funded by E-rate at 85% and the District at 15% of the amount quoted. Attached is the quote obtained from CDWG which was evaluated by the District E-rate committee in the following categories. Cost of eligible goods, cost of ineligible goods, vendor quote accuracy, prior E-rate experience and completeness and clarity of the proposal.

Thank you,

Jim LaGrone



Oroville Union High School District

Form 470 Number 220007163

1/21/2022

E-Rate Year 25 / Funding Year 2022-2023

Digital Copy



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061



One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239
www.cdwg.com/PeopleWhoGetIT

Oroville Union High School District
2211 WASHINGTON AVE
OROVILLE

OROVILLE, CA, 95966

01/21/2022

RE: CDW•G's Response to Oroville Union High School District's Form 470 Number 220007163

Dear Susan Watts,

CDW•G understands the objective of the RFP is for Oroville Union High School District to identify a reliable and experienced supplier partner capable of managing your network infrastructure needs. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- CDW•G has been providing E-Rate support to K-12 customers since our inception in 1998, and CDW•G is one of the largest E-Rate providers in the country. We have a dedicated internal team that is highly trained and knowledgeable regarding the E-Rate program. Since the E-Rate Modernization in 2015, CDW•G has been awarded over 17,000 E-Rate projects totaling over \$511M in total equipment delivered to schools throughout the United States.
- CDW•G maintains strong relationships with more than 1,000 vendor partners to provide the best products, services, and support to our customers, including leading networking partners well versed in Internal Connections (IC), Managed Internal Broadband Services (MIBS), and Basic Maintenance of Internal Connections (BMIC).
- Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, Ian Rodnick, at (312) 547-2701, or via email at ianrodrn@cdw.com. We thank you for the opportunity to participate in the 470 response process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Justin Schwier
Supervisor, Proposals
CDW Government LLC

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Oroville Union High School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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CDW Government Overview

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs approximately 11,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

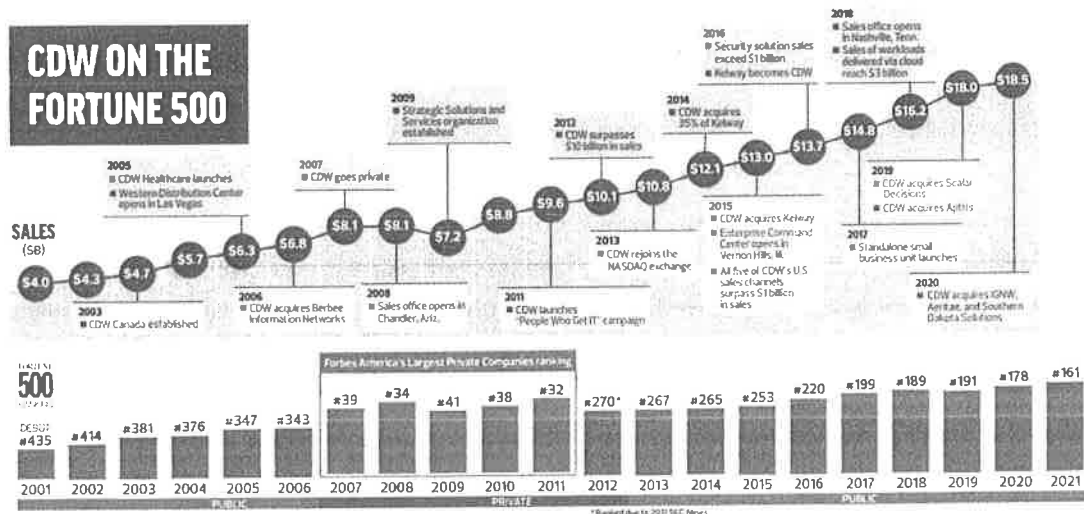
CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to \$18.5 billion in 2020. CDW now ranks at number 161 on the FORTUNE 500 list for 2021. CDW ranks at No. 5 on CRN's 2021 Solution Provider 500 list.

CDW QUICK FACTS

- Headquarters: Vernon Hills, IL
- 2020 Annual Net Sales: \$18.5B
- # of Coworkers: 11,000
- # of U.S. Sales Offices: 28
- # of Customers: 250,000+
- Fortune 500 Rank (2021): 161



CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.



CDW Government LLC

SPIN #143005588

1/21/2022

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RQ") furnished by Oroville Union High School District are the Proprietary and Confidential property of CDW Government LLC ("CDW+G").

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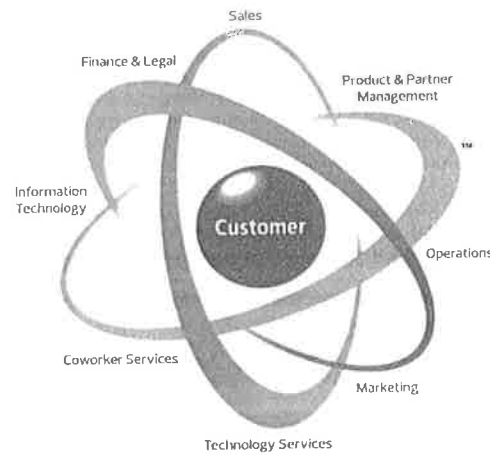
Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

CDW OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	<ul style="list-style-type: none"> ▪ e-Procurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance
TOTAL SOLUTIONS	<ul style="list-style-type: none"> ▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Oroville Union High School District view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty



CDW Circle of Service

and satisfaction through customer surveys.

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Oroville Union High School District with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

As of April 2021, CDW holds over \$500M of inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

Funding Information & CDW•G Resources

While we utilize many avenues to lower costs, our primary focus is being the best-valued solution for Oroville Union High School District. While providing strategic cost savings for our customers, we do not sacrifice our unique value added offerings, because we know long term we are providing substantial savings and support. As a vendor agnostic technology integrator, we do not push brands; we orchestrate best fit solutions. This is because Oroville Union High School District is better off with solutions that make the most sense for their need. We have relationships with all the top manufacturers and service partners and have compared each of their offerings to your unique needs and objectives. For Oroville Union High School District's deployment, we have tailored a custom solution which provides the most value to you for every stage of your program.

We know Oroville Union High School District's need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor **partner** that shares a passion for education and continued development. CDW•G does not rest on our laurels; we pledge to remain dedicated to supporting the full scope of Oroville Union High School District's technology and related educational needs. Our partners all offer the same enthusiasm, ensuring we achieve all Oroville Union High School District's program goals.

CDW•G addresses Oroville Union High School District's RFP requirements to highlight our proposed value-added services; aimed at increasing educator effectiveness, saving you budget dollars and saving you valuable IT staff time.

Get-Ed Funding Overview

GetEdFunding.com



CDW•G hosts GetEdFunding.com, a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. As the sponsor of the GetEdFunding website, CDW•G's mission is to help educators and institutions to uncover the funds they need to supplement shoestring budgets, expand innovative programs, prepare students for the increasingly complex skills they'll need to participate in tomorrow's workforce and help close the equity gap in educating students from all backgrounds and circumstances.

This tool is dedicated to helping educators identify the funding that is needed to take learning to the next level. At GetEdFunding.com, Oroville Union High School District can:

- Access resources including advice, best practices, workshop videos, and more
- Create a profile and receive alerts for new opportunities as soon as they become available
- Research funding options to discover the solutions that are right for you
- Search through **thousands of active grants and awards**

This site is current, built by tapping by a wide range of print and electronic sources, web searches, organizations' web pages, communication with program administrators, and conversations with long-standing contacts. In the case of federal grants, which rely on congressional approval for continued funding, best efforts have been made to tie down agencies' sense of the likelihood of future funding. Those programs pending congressional approval are included in this collection so that they may get on your radar as future possibilities.

GetEdFunding is created by educational professionals, for educational professionals. It is designed to be an easy-to-use, relevant and reliable database. Former and currently practicing educators from various levels of pre-K through higher education and experienced educational publishing writer/editors have touched every stage of this database development. Their work included conducting research, writing entries, fact-checking, aligning curriculum, copyediting, data entry, and beta testing, among others. In addition to experienced educational publishing professionals, the team includes an education grant specialist, community college instructor, high school math teacher, special needs educator, district technology coordinator, library/media specialist, ELL teacher and elementary teacher.

This site helps Oroville Union High School District reduce the energy your teachers are spending to search for programs and money. This rich resource of grant and funding opportunities is expanded, updated, and monitored daily. You can search by six criteria, including 41 areas of focus, eight content areas and any of the 21st century themes and skills that support your curriculum. Once you are registered on the site, you can save the grants of greatest interest, then return to read about them at any time. Further, this site provides a tool for your teachers to tap into resources that are already available and applicable to their learning plans. For example, there are over 60 STEM specific programs currently available for application.

CDW•G K-12 Resources

As mentioned in our cover letter, CDW•G provides K-12 educational collaborators to assist in aligning Oroville Union High School District's Standards-Based Teaching & Learning Framework with your technology roadmap. CDW•G's Learning Environment Advisors (LEAs) team are available for future discussion with Oroville Union High School District when strategizing your technology program roadmap. Working with the leading OEMs in the industry, the role of the LEA serves as a critical vendor-agnostic voice to assist Oroville Union High School District in sorting through all the major education platforms when making your mobility and hardware decisions. With the LEAs being vendor-neutral, Oroville Union High School District can be confident you are getting suggestions for solutions that best fit your systems and processes.

Academics and Technology have become so intertwined, it only makes sense to blend both of these program goals into one. This furthers collaboration, as you get both IT Staff and Educators providing expert insight in the development and vetting of what works and does not work for your schools. The available CDW•G resources unite both viewpoints and ensure Oroville Union High School District's technology program is successful from both an operational and an academic perspective. Lock-stepping your programs provides a greater benefit to your classrooms than struggling to keep two programs on pace with each other.

Additional CDW•G Resources

Additional resources CDW•G offers for instructional support and collaboration to assist educators in creating a 21st century learning environment include:

- Free semiannual editions of *The Big Deal Book of Technology*. This resource offers guidance on where to obtain grant funding for educational technology and professional development workshop and includes links to websites that educators in your school may find useful.
- **EdTech: Focus** publications help K-12 school district technology managers and campus IT staff doing their jobs more effectively. Descriptions of best practices, special features, product reviews and case studies from the field showcase technology's impact on teaching, learning and administrative services on school campuses of all types and sizes.

- **Edtechmag.com:** The electronic version of our EdTech publication, this site offers lesson plans, thought-leadership videos, whitepapers, case studies, and research reports that provide in-depth perspectives of emerging trends and technologies. Additional on this site, PSD educators will find a calendar of events coverage, reference guides, and insightful webinars in which schools and institutions discuss their best practices, share perspectives and provide recommendations.

CDW•G as a Partner in Student Development

We believe that technology empowers students and educators to make the learning process more interactive, individualized, and hands-on. If properly deployed, technology fosters a more effective learning environment that helps students develop the necessary 21st century skills to succeed in their current environment, at the college level, and in their future careers.



For this reason, CDW•G applauds Oroville Union High School District for your work in providing students the opportunity to unlock their potential through individualized, technology-based education and the impact you have had in the success of so many students. We are humbled to contribute to this mission and have enjoyed our history collaborating with Oroville Union High School District to provide students affordable access to technology. Like technology, we continue to focus on process improvements to ensure we remain a contributing factor to the success of the Oroville Union High School District program. We highlight our processes and proposed improvements in our responses below.

Commitment to Education and Innovation

We have experience handling complex deployments for the largest school districts in the country. We have deployed devices nationwide, and we have the logistics capabilities to get your devices to your students, even in adverse conditions. Over the past 20+ years, CDW•G's technology infrastructure solutions have stayed in line with emerging technologies. Keeping up with those technologies, such as collaboration solutions, cloud, mobility and virtualization, has been a major aspect of our ability to grow as a company.

We have actively expanded our catalog, certifications and solutions to address the latest developments in technology, including cloud, IoT, drones and esports, in order to support the changing needs of our customers. In addition, we have dedicated CDW•G resources aligned to these solution areas to help our customers understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

Supporting Equity in Digital Learning

CDW•G has been actively supporting educational institutions transition to online education, as the pandemic has shown that education can no longer just rely on the traditional classroom to teach future generations. School leaders, teachers, IT teams and other departments are also coming together to reassess, learn and engage with technology in new ways with a shared goal in mind: improving the quality and reach of education.

CDW•G E-Rate Experience

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

We focus on building strong relationships with our K-12 customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our education customers.

Based upon both exponential growth within the K-12 & Library market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. Since the E-Rate Modernization in 2015, we have been awarded over 17,000 E-Rate projects totaling over \$511M in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our dedicated E-Rate invoice team ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

Anup Sreedharan, Manager, Program Management, Jeff Hagen, Manager, Program Management – K12, and Amy Passow, E-Rate Specialist, offer K-12 entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. Sreedharan and Mr. Hagen prepare contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. They ensure that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and

delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

Account Management Team Resources

CDW offers an account management structure that focuses on providing value-added presales consulting and comprehensive support throughout the lifecycle management of your assets. When you work with CDW, you have access to expertise that is not available within your organization. Your CDW Account Management Team coordinates with the applicable value-added resources to help your organization develop the best solution for your specific needs, challenges, and long-term goals.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops and printers—or you require more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions—CDW gets IT. Our team of technology experts and dedicated Account Teams will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results. We will work closely with your organization and respond with solutions that provide robust functionality, efficiencies, and cost savings.

Account Management Resources

Ian Rodnick
Executive Account Manager
P: (312) 547-2701
E: ianrodrn@cdw.com

Mike Reorowicz
Sales Manager
P: (877) 424-2178
E: mikereor@cdwg.com

Alex Miles
Director, Sales
P: (312) 705-4052
E: alemile@cdw.com

E-Rate Program Management Resources

Jeff Hagen
Manager, Program Management – K12
P: 813-462-4055
E: jeff.hagen@cdwg.com

Anup Sreedharan
Manager, Program Management
P: 312-705-1873
E: anusree@cdw.com

Stephanie Santander
Director, Program Sales
Direct Phone: 847-371-5082
Email: stephanie.santander@cdw.com

References

David Seabury, Director of Technology

El Dorado County Office of Education

dseabury@edcoe.org

530-622-7130

- Date of contract July 2021
- Project Description – Wireless Aruba APs replacing Ruckus via eRate.
- Equipment/Service Installed – Aruba 515 APs with central licensing.

Steve Monahan, Director of Technology

Butte County Office of Education

Smonahan@bcoe.org

530-532-5650

- Date of contract July 2021
- Project Description – Aruba Wireless central licensing through eRate.
- Aruba wireless APs with central.

Bryan Williams, Director of Technology

Marysville Joint Unified School District

bwilliams@mjud.k12.ca.us

530-749-6103

- Date of contract July 2020
- Project Description- Aruba Switching replacing Cisco through eRate.
- Equipment/Service installed- Staging and Configuration of 222 Aruba Switches/Execute Cutover Plan of the 222 Aruba network at various school sites performed by CDW and Askia Howell.

FCC FRN E-Rate Display System Status

The screenshot shows the FCC Commission Registration System (CORES) interface. At the top, it says 'FCC Registration' and 'Commission Registration System (CORES)'. Below this, there is a table with the following columns: 'FRN Number', 'FRN Name', 'FRN Status', and 'Action'. The table contains one row with the following data: '0012123287', 'CDW Government LLC', 'Green Light', and 'View Details'. The 'FRN Status' column is highlighted in green, indicating a 'Green Light' status.

The above screen shot is from June 14th, 2021 - CDWG remains in Green Light Status.
Upon request, CDWG can provide an updated screenshot.

Spin #143005588

FCC Registration #0012123287

Pricing Offer & Purchase Agreement for E-Rate Customers

Things to consider when preparing your funding request (Form 471):

- Enter only one manufacturer part number per line item (do not bundle part numbers)
- All software should be requested under Internal Connections,
 - Even when bundled with warranty support from manufacturer for purchase, as long as warranty cannot be purchased on its own
 - If warranty can be purchased separately, then it should be separated for funding request, and warranty funding requested under Basic Maintenance
- Warranty only part numbers should be requested under Basic Maintenance
 - List months of service, should only be for coverage July 1 – June 30 (Funding Year)
 - List hardware supported part number
 - List site where hardware sits

CDW can complete Bulk Submission Forms if chosen as the Service Provider for your funding request, please email E-Rate@cdw.com for assistance.

E-RATE PURCHASE AGREEMENT

This E-Rate Customer Purchase Agreement (this "Agreement") is entered into on April 1, 2022 ("Effective Date") and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Oroville Union High School District, a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	81064	Spin #	143005588
E-Rate Funding Year	25	FCC Registration #	0012123287
Customer	Oroville Union High School District 2211 WASHINGTON AVE OROVILLE OROVILLE, CA, 95966	Seller	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2022	Quoted Items (see exhibit 1)	470# 220007163

1. DEFINITIONS

As used in the Agreement, the following terms shall have the meanings set forth below:

- A. "Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.
- B. "SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
- C. "E-Rate" – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
- D. "Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
- E. "Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
- F. "Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY25 is in reference to the program year.

2. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the CALSAVE Technology Contract 530067 (530067) Contract, unless otherwise stated herein in the Agreement.

3. PURCHASE AUTHORIZATIONS

A. E-Rate Status

- i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.
- ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

- i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.
- ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

E-RATE PURCHASE AGREEMENT

4. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Other Requirements

- i. All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.
- ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:

"The total cost of this purchase order is \$ _____. The E-Rate portion is \$ _____, and is committed by USAC. If there is any issue with the E-Rate portion, Oroville Union High School District accepts full responsibility for the cost of this purchase, \$ _____."

C. Assistance with Order

- i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.
- ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

5. PRICE AND PAYMENT TERMS

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

- i. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.

☐ **Form 474 Service Provider Invoice (SPI) Method**
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

E-RATE PURCHASE AGREEMENT

☐ **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

- ii. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL. Seller DOES NOT accept SPI orders before July 1 of the Funding Year.
- iii. All payments, regardless of method, shall be submitted to "Accounts Receivable" at the Seller's address listed above.
- iv. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

6. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

- i. The term of this Agreement shall commence on April 1, 2022 ("Effective Date") and be valid through the later of the Funding Year 25 or 9/30/2023.
- ii. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.

Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer's School Board rejects this Agreement ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

- iii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party's address listed above.

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of CA, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer's location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

E-RATE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC

Oroville Union High School District

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

QUOTE CONFIRMATION



DEAR SUSAN WATTS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNVV668	1/17/2022	ERATE	1482219	\$12,316.25

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Aruba AP-S15 (US) Unified AP Mfg. Part#: Q9H63A UNSPSC: 43223108 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	10	5364138	\$450.00	\$4,500.00
Cisco Catalyst 9200L - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9200L-48P-4X-EDU UNSPSC: 43222612 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5368715	\$3,000.00	\$6,000.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 Mfg. Part#: C9200L-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5365451	\$475.00	\$950.00

PURCHASER BILLING INFO		SUBTOTAL	\$11,450.00
Billing Address: OROVILLE UNION HIGH SCHOOL DIST ACCTS PAYABLE Z 2211 WASHINGTON AVE OROVILLE, CA 95966-5440 Phone: (530) 538-2300 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$866.25
		GRAND TOTAL	\$12,316.25
DELIVER TO Shipping Address: ADULT HIGH SCHOOL SUSAN WATTS 2060 2ND ST OROVILLE, CA 95965-3414 Shipping Method: DROP SHIP-GROUND		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ian Rodnick

(877) 655-1832

ianrod@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/dam/cdw/documents/Products/ServiceProjects/CDW%20Terms%20and%20Conditions%20of%20Sales%20and%20Service%20Projects.pdf>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR SUSAN WATTS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNVV611	1/17/2022	ERATE	1482219	\$11,829.13

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Aruba AP-515 (US) Unified AP Mfg. Part#: Q9H63A UNSPSC: 43223108 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	9	5364138	\$450.00	\$4,050.00
Cisco Catalyst 9200L - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9200L-48P-4X-EDU UNSPSC: 43222612 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5368715	\$3,000.00	\$6,000.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 Mfg. Part#: C9200L-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5365451	\$475.00	\$950.00

PURCHASER BILLING INFO		SUBTOTAL	\$11,000.00
Billing Address: OROVILLE UNION HIGH SCHOOL DIST ACCTS PAYABLE Z 2211 WASHINGTON AVE OROVILLE, CA 95966-5440 Phone: (530) 538-2300 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$829.13
		GRAND TOTAL	\$11,829.13
DELIVER TO		Please remit payments to:	
Shipping Address: PROSPECT HIGH SCHOOL SUSAN WATTS 2060 2ND ST OROVILLE, CA 95965-3497 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Ian Rodnick	(877) 655-1832	ianrodrn@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/dam/cdw/locations/usa/usa-sales-ops>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR SUSAN WATTS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
Click [here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNVV555	1/17/2022	ERATE	1482219	\$34,724.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Aruba AP-S15 (US) Unified AP Mfg. Part#: Q9H63A UNSPSC: 43223108 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	56	5364138	\$450.00	\$25,200.00
Cisco Catalyst 9200L - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9200L-48P-4X-EDU UNSPSC: 43222612 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5368715	\$3,000.00	\$6,000.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 Mfg. Part#: C9200L-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5365451	\$475.00	\$950.00

PURCHASER BILLING INFO		SUBTOTAL	\$32,150.00
Billing Address: OROVILLE UNION HIGH SCHOOL DIST ACCTS PAYABLE Z 2211 WASHINGTON AVE OROVILLE, CA 95966-5440 Phone: (530) 538-2300 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$2,574.00
		GRAND TOTAL	\$34,724.00
DELIVER TO		Please remit payments to:	
Shipping Address: OROVILLE HIGH SCHOOL SUSAN WATTS 1535 BRIDGE ST OROVILLE, CA 95966-5099 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ian Rodnick

(877) 655-1832

ianrodn@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/dam/cdw/documents/standard-terms-conditions.pdf>.
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR SUSAN WATTS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
Click [here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNVV520	1/17/2022	ERATE	1482219	\$26,690.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Aruba AP-515 (US) Unified AP Mfg. Part#: Q9H63A UNSPSC: 43223108 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	40	5364138	\$450.00	\$18,000.00
Cisco Catalyst 9200L - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9200L-48P-4X-EDU UNSPSC: 43222612 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5368715	\$3,000.00	\$6,000.00
Cisco Digital Network Architecture Essentials - Term License (3 years) - 4B Mfg. Part#: C9200L-DNA-E-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA 100% E-Rate eligible Contract: CALSAVE Technology Contract 530067 (530067)	2	5365451	\$475.00	\$950.00

PURCHASER BILLING INFO Billing Address: OROVILLE UNION HIGH SCHOOL DIST ACCTS PAYABLE Z 2211 WASHINGTON AVE OROVILLE, CA 95966-5440 Phone: (530) 538-2300 Payment Terms: ERATE QUOTES ONLY	SUBTOTAL	\$24,950.00
	SHIPPING	\$0.00
	SALES TAX	\$1,740.00
	GRAND TOTAL	\$26,690.00
DELIVER TO Shipping Address: LAS PLUMAS HIGH SCHOOL SUSAN WATTS 2380 LAS PLUMAS AVE OROVILLE, CA 95966-6999 Shipping Method: DROP SHIP-GROUND	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ian Rodnick

(877) 655-1832

ianrodni@cdw.com

E-RATE PURCHASE AGREEMENT

EXHIBIT I
Quote

CDW

Oroville Union High School District Form 470 #220007163
Attachment A

Las Plumas High School 2380 Las Plumas Ave, Oroville, CA 95966

Make	Part #	% Erate Eligibility	Qty	Unit Price	Total Price	Tax	Shipping	Total Project Cost
Aruba or Equivalent	515	100%	40	\$450	\$18,000	\$1,305	\$0	\$19,305
Cisco or Equivalent	C9200L-48P-4X-EDU	100%	2	\$3000	\$6,000	\$435	\$0	\$6,435
Cisco or Equivalent	C9200L-NW-E-48	100%	2	\$475	\$950	\$0	\$0	\$950

Oroville High School 1535 Bridge St., Oroville, CA 95966

Make	Part #	% Erate Eligibility	Qty	Unit Price	Total Price	Tax	Shipping	Total Project Cost
Aruba or Equivalent	515	100%	56	\$450	\$25,200	\$2,079	\$0	\$27,279
Cisco or Equivalent	C9200L-48P-4X-EDU	100%	2	\$3000	\$6,000	\$495	\$0	\$6,495
Cisco or Equivalent	C9200L-NW-E-48	100%	2	\$475	\$950	\$0	\$0	\$950

Prospect High School 2060 2nd St., Oroville, CA 95965

Make	Part #	% Erate Eligibility	Qty	Unit Price	Total Price	Tax	Shipping	Total Project Cost
Aruba or Equivalent	515	100%	9	\$450	\$4,050	\$334.13	\$0	\$4,384.13
Cisco or Equivalent	C9200L-48P-4X-EDU	100%	2	\$3000	\$6,000	\$495	\$0	\$6,495
Cisco or Equivalent	C9200L-NW-E-48	100%	2	\$475	\$950	\$0	\$0	\$950

Oroville Adult High School 2060 Second Street Oroville, CA 95965

Make	Part #	% Erate Eligibility	Qty	Unit Price	Total Price	Tax	Shipping	Total Project Cost
Aruba or Equivalent	515	100%	10	\$450	\$4,500	\$371.25	\$0	\$4,871.25
Cisco or Equivalent	C9200L-48P-4X-EDU	100%	2	\$3000	\$6,000	\$495	\$0	\$6,495
Cisco or Equivalent	C9200L-NW-E-48	100%	2	\$475	\$950	\$0	\$0	\$950

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-and-conditions/project-sales.asp>
For more information, contact a CDW account manager.

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ERATE Order Process

1. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC

Attn: E-Rate Sales K-12

230 N. Milwaukee Ave. Vernon Hills, IL 60061

Phone: 800.328.4239

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

PO TOTAL SHOULD REFLECT FULL PURCHASE PRICE OF ORDER

3. Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

i. Form 474 Service Provider Invoice (SPI) Method

➤ Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

ii. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

➤ Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method

In adherence to Federal E-rate compliance regulations, CDW-G's quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW-G - Attn: Accounts Receivable

230 North Milwaukee Avenue

Vernon Hills, IL 60061

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.





Memorandum

To: The Board of Education

CC:

From: Susan Watts *SW*

Date: 2/4/22

Re: Independent Auditor Engagement Letter

The audit firm of Christy White, Inc. has been the District's independent auditor firm for the last 4 years. The annual cost of this service has been \$23,700. Since the audit contract is expiring, Christy White has provided a proposal to conduct the District's independent audit for the next three years. Proposed fees are \$24,411 for 2021-22, \$25,143 for 2022-23 and \$25,898 for 2023-24. Combined with the modest increase in fees and that the firm has proved to be experienced, capable and professional, I am recommending that the three-year engagement be approved.



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

February 1, 2022

Governing Board and Management
Oroville Union High School District
211 Washington Ave
Oroville, CA 95966-5440

We are pleased to confirm our understanding of the services we are to provide Oroville Union High School District for the fiscal years ending June 30, 2022, 2023 and 2024.

Audit Scope

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Oroville Union High School District as of and for the fiscal years ending June 30, 2022, 2023 and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Oroville Union High School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Oroville Union High School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in OPEB Liability and Related Ratios
4. Schedules of District's Proportionate Share of Net Pension Liability
5. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Oroville Union High School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of expenditures of federal awards (if Uniform Guidance applies*).
2. Other schedules and/or information as required by the State Controller's Office.

**A Federal Single Audit under Uniform Guidance is applicable in any year that Oroville Union High School District expends more than \$750,000 in Federal funds.*

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.

Auditor's Responsibilities

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Audit Procedures – Internal Controls

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oroville Union High School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Oroville Union High School District 's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Oroville Union High School District 's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Oroville Union High School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete-ness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, when required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable); (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance (if applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of Oroville Union High School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If issued, the Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide an electronic and up to ten copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. We will file the report with the Office of the State Controller, California Department of Education, and the Butte County Office of Education by the published deadline. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

John Whitehouse, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
District Audit Fees	\$ 20,411	\$ 21,143	\$ 21,898
Single Audit Fees	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
Total Maximum Audit Fees	<u>\$ 24,411</u>	<u>\$ 25,143</u>	<u>\$ 25,898</u>

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Oroville Union High School District during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing and/or planning, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2022 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2024 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Oroville Union High School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



John Whitehouse, CPA
Partner
Christy White, Inc

RESPONSE:

This letter correctly sets forth the understanding of Oroville Union High School District.

Signature

Title

Date



To: Oroville Union High School District Board of Trustees
From: Dr. Corey Willenberg, Superintendent 
Date: February 7, 2022
Subject: 21-22 OUHSD Safety Plan

California *Education Code (EC)* Section 32281(a) requires every kindergarten through grade twelve school, public and public charter, including community and court schools, to develop and maintain a CSSP designed to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel. In a school district with fewer than 2,501 units of average daily attendance, there may be one CSSP for all schools within the district.

The law requires designated stakeholders to annually engage in a systematic planning process to develop strategies and policies to prevent and respond to potential incidents involving emergencies, natural and other disasters, hate crimes, violence, active assailants/intruders, bullying and cyberbullying, discrimination and harassment, child abuse and neglect, discipline, suspension and expulsion, and other safety aspects.

Attached is the OUHSD Safety Plan for Board approval.

Comprehensive School Safety Plan

2021-2022 School Year

School: Oroville High School
CDS Code: 04615150000000
District: Oroville Union High School District
Address: 1535 Bridge Street
Oroville, CA 95966
Date of Adoption: 02/16/2022
Date of Update: 01/04/2022
Date of Review:
- with Staff 3/4/2022
- with Law Enforcement
- with Fire Authority

Approved by:

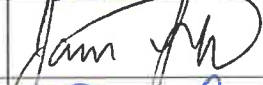
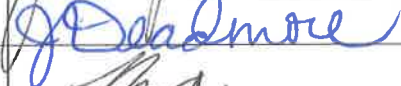
Name	Title	Signature	Date
Dr. Corey Willenberg	Superintendent		2-4-2022
Mr. Jim LaGrone	Maintenance/Facility and Transportation Director		2/4/2022
Mrs. Jacqueline Deadmore	Food Service Supervisor		2/8/2022
Mr. Rich Hogan	Teacher		2/9/2022
Mrs. Cristi Tellechea	Principal, Oroville High		2/4/2022
Dr. Lamar Collins	Principal, Las Plumas High		2/8/2022
Mr. Tim Drury	Principal, Prospect/CDS		
Sgt. Mike Sears	Police Officer, Oroville Police Department		
Lt. Brett Marsters	Deputy, Butte County Sheriff's Office		

Table of Contents

Comprehensive School Safety Plan Purpose	4
Safety Plan Vision	4
Components of the Comprehensive School Safety Plan (EC 32281)	6
(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)	8
(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)	15
(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines	15
(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)	35
(E) Sexual Harassment Policies (EC 212.6 [b])	39
(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)	45
(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)	48
(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)	49
(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)	51
(J) Hate Crime Reporting Procedures and Policies	59
Procedures for Preventing Acts of Bullying and Cyber-bullying	61
Safety Plan Review, Evaluation and Amendment Procedures	66
Safety Plan Appendices	67
Emergency Contact Numbers	68
Safety Plan Review, Evaluation and Amendment Procedures	69
Oroville High School Incident Command System	70
Incident Command Team Responsibilities	71
Emergency Response Guidelines	73
Step One: Identify the Type of Emergency	73
Step Two: Identify the Level of Emergency	73
Step Three: Determine the Immediate Response Action	73
Step Four: Communicate the Appropriate Response Action	74
Types of Emergencies & Specific Procedures	75
Aircraft Crash	75
Animal Disturbance	75

Armed Assault on Campus75

Biological or Chemical Release.....77

Bomb Threat/ Threat Of violence79

Bus Disaster.....81

Disorderly Conduct87

Earthquake87

Explosion or Risk Of Explosion88

Fire in Surrounding Area88

Fire on School Grounds89

Flooding90

Loss or Failure Of Utilities90

Motor Vehicle Crash91

Psychological Trauma.....92

Suspected Contamination of Food or Water93

Tactical Responses to Criminal Incidents94

Unlawful Demonstration or Walkout.....94

Emergency Evacuation Map.....96

Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at 2211 Washington Avenue, Oroville, CA 95966.

Safety Plan Vision

Oroville Union High School District

Core Beliefs, Mission and Vision Statements

Core Beliefs

We believe:

1. When provided an engaging, inspiring and challenging learning environment, every student will have the opportunity to achieve at their maximum potential.
2. Active engagement of students by caring adults is key to helping students achieve.

3. Every student learns at their own pace and will have access to educational services and supports to enhance their learning experience.
4. Every student will have a goal for college and/or careers, and our district will prepare each for participation in those opportunities.
5. Every member of the learning community deserves to be part of a safe, caring, equitable and nurturing learning environment and should be treated with respect, dignity and worth.

Mission Statement

OUHSD is committed to providing every student with equitable educational and extra-curricular opportunities that prepare them to be college and/or career ready. Every school will have a positive climate that focuses on being safe, responsible and respectful.

Vision Statement

Preparing students for the future today

Components of the Comprehensive School Safety Plan (EC 32281)

Oroville High School Safety Committee

Assessment of School Safety

UNITED STATES SECRET SERVICE

ENHANCING SCHOOL SAFETY USING A THREAT ASSESSMENT MODEL

An Operational Guide for Preventing Targeted School Violence

National Threat Assessment Center

July 2018

U.S. SECRET SERVICE SCHOOL SAFETY RESEARCH

Over the last 20 years, the U.S. Secret Service National Threat Assessment Center (NTAC) has conducted research, training, and consultation on threat assessment and the prevention of various forms of targeted violence. Following the tragedy at Columbine High School in April 1999, the Secret Service partnered with the Department of Education on two studies related to school safety. Published in 2002, the Safe School Initiative (SSI) examined 37 incidents of targeted violence that occurred at elementary and secondary schools to analyze the thinking and behavior of students who commit these attacks. The report, and accompanying guide, served as the impetus for establishing threat assessment programs in schools. In 2008, the agencies released the Bystander Study, a report that explored a key SSI finding that prior to most attacks, other students knew of the attackers' plans, yet most did not report it to an adult. The report highlighted the importance of creating safe school climates in which students are empowered to share their concerns. Since then, NTAC has continued to provide and update training to schools, law enforcement, and others on threat assessment and prevention practices.

U.S. SECRET SERVICE'S LATEST INITIATIVE REGARDING SCHOOL SAFETY

The tragic events of the February 14, 2018 shooting at Marjory Stoneman Douglas High School in Parkland, Florida, and the May 18, 2018 shooting at Santa Fe High School in Santa Fe, Texas, demonstrated the ongoing need to provide leadership in preventing future school attacks. As such, the U.S. Secret Service, along with many of our partners, have redoubled our efforts and are poised to continue enhancing school safety. As part of these efforts, NTAC created an operational guide that provides actionable steps that schools can take to develop comprehensive targeted violence prevention plans for conducting threat assessments in schools. The guide, titled Enhancing School Safety Using a Threat Assessment Model: An Operational Guide for Preventing Targeted School Violence, is available on the U.S. Secret Service website. A condensed overview is outlined on the following page.

KEY CONSIDERATIONS

- In conjunction with physical security and emergency management, a threat assessment process is an effective component to ensuring the safety and security of our nation's schools.
- Threat assessment procedures recognize that students engage in a continuum of concerning behaviors, the vast majority of which will be non-threatening and non-violent, but may still require intervention.
- The threshold for intervention should be relatively low so that schools can identify students in distress before their behavior escalates to the level of eliciting concerns about safety.
- Everyone has a role to play in preventing school violence and creating safe school climates. Students should feel

empowered to come forward without fear of reprisal. Faculty and staff should take all incoming reports seriously, and assess any information regarding concerning behavior or statements.

Additional Resources: The full guide provides information and links to additional resources that can help schools create threat assessment teams, establish reporting mechanisms, train stakeholders, and promote safe school climates.

CREATING A TARGETED VIOLENCE PREVENTION PLAN

The goal of a threat assessment is to identify students of concern, assess their risk for engaging in violence or other harmful activities, and identify intervention strategies to manage that risk. This process begins with establishing a comprehensive targeted violence prevention plan that requires schools to:

Step 1: Establish a multidisciplinary threat assessment team of school personnel including faculty, staff, administrators, coaches, and available school resource officers who will direct, manage, and document the threat assessment process.

Step 2: Define behaviors, including those that are prohibited and should trigger immediate intervention (e.g., threats, violent acts, and weapons on campus) and other concerning behaviors that require a threat assessment.

Step 3: Establish and provide training on a central reporting system such as an online form on the school website, email address, phone number, smartphone application, or other mechanisms. Ensure that it provides anonymity to those reporting concerns and is monitored by personnel who will follow-up on all reports.

Step 4: Determine the threshold for law enforcement intervention, especially if there is a safety risk.

Step 5: Establish threat assessment procedures that include practices for maintaining documentation, identifying sources of information, reviewing records, and conducting interviews. Procedures should include the following investigative themes to guide the assessment process:

Motive: What motivated the student to engage in the behavior of concern? What is the student trying to solve?

Communications: Have there been concerning, unusual, threatening, or violent communications? Are there communications about thoughts of suicide, hopelessness, or information relevant to the other investigative themes?

- Inappropriate Interests: Does the student have inappropriate interests in weapons, school attacks or attackers, mass attacks, other violence? Is there a fixation on an issue or a person?

- Weapons Access: Is there access to weapons? Is there evidence of manufactured explosives or incendiary devices?

- Stressors: Have there been any recent setbacks, losses, or challenges? How is the student coping with stressors?

- Emotional and Developmental Issues: Is the student dealing with mental health issues or developmental disabilities? Is the student's behavior a product of those issues? What resources does the student need?

- Desperation or Despair: Has the student felt hopeless, desperate, or like they are out of options?

- Violence as an Option: Does the student think that violence is a way to solve a problem? Have they in the past?

- Concerned Others: Has the student's behavior elicited concern? Was the concern related to safety?

- Capacity: Is the student organized enough to plan and execute an attack? Does the student have the resources?

- Planning: Has the student initiated an attack plan, researched tactics, selected targets, or practiced with a weapon?

- **Consistency:** Are the student's statements consistent with his or her actions or what others observe? If not, why?
- **Protective Factors:** Are there positive and prosocial influences in the student's life? Does the student have a positive and trusting relationship with an adult at school? Does the student feel emotionally connected to other students?

Step 6: Develop risk management options to enact once an assessment is complete. Create individualized management plans to mitigate identified risks. Notify law enforcement immediately if the student is thinking about an attack, ensure the safety of potential targets, create a situation less prone to violence, redirect the student's motive, and reduce the effect of stressors.

Step 7: Create and promote a safe school climate built on a culture of safety, respect, trust, and emotional support. Encourage communication, intervene in conflicts and bullying, and empower students to share their concerns.

Step 8: Provide training for all stakeholders, including school personnel, students, parents, and law enforcement.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

(a) It is the intent of the Legislature that public schools serving pupils in any of grades 8 to 12, inclusive, have access to supplemental resources to establish programs and strategies that promote school safety and emphasize violence prevention among children and youth in the public schools.

(b) It is also the intent of the Legislature that public schools have access to supplemental resources to combat bias on the basis of race, color, religion, ancestry, national origin, disability, gender, gender identity, gender expression, or sexual orientation, as defined in subdivision (r) of Section 12926 of the Government Code, and to prevent and respond to acts of hate violence and bias-related incidents. Sexual orientation shall not include pedophilia.

(c) It is further the intent of the Legislature that schoolsites receiving funds pursuant to this article accomplish all of the following goals:

- (1) Teach pupils techniques for resolving conflicts without violence.
- (2) Train school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
- (3) Reduce incidents of violence at the schoolsite with an emphasis on prevention and early detection.
- (4) Provide age-appropriate instruction in domestic violence prevention, dating violence prevention, and interpersonal violence prevention.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 5141.4 (a)

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 schoolbased mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1020 - Youth Services)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

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 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.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)
(cf. 0450 - Comprehensive Safety Plan)

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.

Legal Reference:

EDUCATION CODE

32280-32288 Comprehensive school safety plans
33195 Heritage schools, mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
44252 Teacher credentialing
44691 Staff development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

4650 Filing complaints with CDE, special education students

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

Health Framework for California Public Schools, Kindergarten Through Grade Twelve

WEB SITES

California Attorney General's Office, Suspected Child Abuse Report Form:

http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf

California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss/ap>

California Department of Social Services, Children and Family Services Division:

<http://www.childsworld.ca.gov>

U.S. Department of Health and Human Services, Child Welfare Information Gateway:

<https://www.childwelfare.gov/can>

Adopted: 4/78

Revised: 8/15/01, 2/2/05, 3/4/15

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
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)

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 his/her employment (Penal Code 11165.6)
(cf. 3515.3 - District Police/Security Department)
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 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, to protect

himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

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; administrators and employees of a licensed child day care facility; Head Start 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)

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 his/her 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, in his/her professional capacity or within the scope of his/her employment, he/she 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 11166.05, 11167)

Any district employee who reasonably believes that he/she has 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 he/she 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)
(cf. 1240 - Volunteer Assistance)

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)

Oroville Police Department
2055 Lincoln Street
Oroville, CA 95966
(530) 538-2448

Butte County Sheriff's Office
5 Gillick Way
Oroville, CA 95965
(530) 538-7321

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 then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's 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 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 him/her. (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 his/her identity to his/her supervisor,

the principal, or the Superintendent or designee. (Penal Code 11166)

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, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (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)

Victim Interviews by Social Services

Whenever the Department of Social Services 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 him/her of the following requirements: (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 him/her to be as comfortable as possible.
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)
(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

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 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 also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.
(cf. 1312.1 - Complaints Concerning District Employees)

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 4650.
(cf. 1312.3 - Uniform Complaint Procedures)

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)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)
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 his/her professional capacity or outside the scope of his/her

employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she 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, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

Adopted: 4/78

Amended: 8/15/01, 2/2/05, 7/18/06, 7/18/07, 8/5/09, 2/2/11, 3/4/15

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

A disaster is defined as a sudden calamitous emergency event bringing great damage, loss, or destruction. Disasters may occur with little to no advanced warning, e.g., an earthquake or flash flood, or they may develop from one or more incidents, e.g. a major wildfire or hazardous materials discharge.

Disasters are either single or multiple events that have many separate incidents associated with them. The resource demand goes beyond local capabilities and extensive mutual aid and support are needed. There are many agencies and jurisdictions involved including multiple layers of government. There is usually an extraordinary threat to life and property affecting a generally widespread population and geographical area. A disaster's effects last over a substantial period of time (days to weeks) and local government will proclaim a Local Emergency. Emergency Operations Centers are activated to provide centralized overall coordination of jurisdictional assets, departments and incident support functions. Initial recovery coordination is also a responsibility of the EOCs.

Public Agency Use of School Buildings for Emergency Shelters

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government representatives, and should be planned and arranged for in advance. OUHSD will work with allied agencies to assist if practicable.

Authorities and References State of California

California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

California Government Code, Section 3100, Title 1, Division 4, Chapter 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

OROVILLE UNION HIGH SCHOOL DISTRICT

Students

Suspension and Expulsion/Due Process

The Oroville Union High School District is committed to providing all students with a rigorous educational program, which prepares them to be college or career ready and productive members of society. All OUHSD students will attend schools with climates that focus on safety, teaching, learning and interpersonal relationships that enhance student learning and well-being. Every student, grades 9 through adult, has the right to be educated in a safe, respectful, and welcoming environment. Every educator has the right to teach in an atmosphere free from disruption and obstacles that impede learning. The District's goal is to ensure that all students are provided with schools that are safe, positive and have an environment that is conducive to learning for all students.

The District is committed to non-discrimination in discipline practices and treating all students fairly and equitably without regard to 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. The District will take effective and prompt steps to prevent, eliminate and remedy the effects of harassment on students based on any protected characteristic or category.

It is critical that students learn appropriate behavior, and that it is reinforced when necessary, so they are engaged in the education program rather than the disciplinary system and are given every opportunity to reach their potential. Therefore, to the maximum extent possible, and permitted and consistent with the law, the District will use student discipline policies that equitably implement research-based alternatives to exclusion; and will only use exclusionary discipline as a last resort.

A student will not be suspended for tardiness or truancy. If a student's presence causes a danger to himself/herself or others, the District will take appropriate measures to ensure safety and protect the student and others. If the student engages in an offense for which suspension or expulsion is required by law, the suspension or expulsion shall be enforced.

To accomplish these goals, the Board shall adopt rules and regulations providing for: (1) consistent and equitable implementation of research-based alternatives to punitive and exclusionary discipline, including restorative practices; (2) ongoing data analysis to ensure such other means of correction/alternatives are implemented, evaluated, improved upon, and supported by a culturally responsive system and discipline is administered without regard to any protected characteristic; and (3) implementation of Culturally-Responsive Positive Behavior Interventions and Supports (CR-BPIS) and fair and equitable disciplinary processes and procedures for addressing violations.

The Board shall also develop rules and regulations to ensure training in and implementation of social emotional learning, restorative practices, and conflict resolution and culturally responsive academic tiers of supports, also known as Multi-Tiered Systems of Support, that build strong, authentic relationships between students and staff and foster teacher confidence and student understanding and achievement.

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

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

(Education Code 48900(s))

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

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

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

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.
No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

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

Removal from a particular class shall not occur more than once every five school days.

On-Campus Suspension

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

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

If a teacher suspends a student from class pursuant to Education Code section 48910 or a supervised suspension is imposed pursuant to 48911.1, consistent, in-school programming will be available supervised by an appropriately credentialed teacher, behavioral counseling and schoolwork assignments, tests, and quizzes shall be provided for the duration of the suspension, and a plan for re-entry to the regular classroom, along with an assessment of student work completed and assignments missed, shall be developed to support student success upon re-entry. (Education Code 48911.1)

Appeal of Suspension

Suspensions may be appealed using the procedures outlined in Education Code 49070, including appeals based on the failure to exhaust identified alternative/other means of correction prior to suspension, as is required by this policy. The appeal process and timeline shall be explained on the Suspension Notice given to the parent/guardian or student.

Authority to Expel

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

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

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

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

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

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

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

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

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

Due Process

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

Maintenance and Monitoring of Outcome Data

The District shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8) Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall maintain outcome data related to alternative/other means of correction, student suspensions, and expulsions in accordance with Education Code 48900.5, 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required. In presenting the report to the Board, the Superintendent or designee shall disaggregate data on alternative/other means of correction, suspensions and expulsions by school and by numerically

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

State Reference Description

CCP. 1985-1997 Production of evidence; means of production
Civ. Code 47 Privileged communication
Civ. Code 48.8 Defamation liability
Ed. Code 17292.5 Program for expelled students
Ed. Code 1981-1981.5 Enrollment of students in community school
Ed. Code 212.5 Sexual harassment
Ed. Code 233 Hate violence
Ed. Code 32261 Interagency School Safety Demonstration Act of 1985
Ed. Code 35145 Open board meetings

State Reference Description

Ed. Code 35146 Closed sessions regarding suspensions
Ed. Code 35291 Rules (for government and discipline of schools)
Ed. Code 35291.5 Rules and procedures on school discipline
Ed. Code 48645.5 Readmission; contact with juvenile justice system
Ed. Code 48660-48666 Community day schools
Ed. Code 48853.5 Foster youth
Ed. Code 48900-48927 Suspension and expulsion
Ed. Code 48950 Speech and other communication
Ed. Code 48980 Parental notifications
Ed. Code 49073-49079 Privacy of student records
Ed. Code 52052 Numerically significant student subgroups
Ed. Code 52060-52077 Local control and accountability plan
Ed. Code 64000-64001 Consolidated application
Ed. Code 8239.1 Prohibition against expulsion of preschool student
Gov. Code 11455.20 Contempt
Gov. Code 54950-54963 The Ralph M. Brown Act
H&S Code 11014.5 Drug paraphernalia
H&S Code 11053-11058 Standards and schedules
Lab. Code 230.7 Employee time off to appear in school on behalf of a child
Pen. Code 240 Assault defined
Pen. Code 241.2 Assault fines
Pen. Code 242 Battery defined
Pen. Code 243.2 Battery on school property
Pen. Code 243.4 Sexual battery
Pen. Code 245 Assault with deadly weapon
Pen. Code 245.6 Hazing
Pen. Code 261 Rape defined
Pen. Code 266c Unlawful sexual intercourse
Pen. Code 286 Sodomy defined
Pen. Code 288 Lewd or lascivious acts with child under age 14
Pen. Code 288a Oral copulation
Pen. Code 289 Penetration of genital or anal openings
Pen. Code 31 Principal of a crime, defined
Pen. Code 417.27 Laser pointers
Pen. Code 422.55 Definition of hate crime
Pen. Code 422.6 Interference with exercise of civil rights
Pen. Code 422.7 Aggravating factors for punishment

Pen. Code 422.75 Enhanced penalties for hate crimes
Pen. Code 626.10 Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2 Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9 Gun-Free School Zone Act of 1995
Pen. Code 868.5 Supporting person; attendance during testimony of witness
W&I Code 729.6 Counseling
Federal Reference Description
18 USC 921 Definitions, firearm
20 USC 1415(K) Placement in alternative educational setting
20 USC 7961 Gun-free schools
42 USC 11432-11435 Education of homeless children and youths
Adopted: 2/21/07
Amended 2/20/13, 11/5/14, 9/21/16, 2/28/18, 12/19/18, 9/23/20, 5/19/21

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (a)

Students

Suspension and Expulsion/Due Process

Suspension and expulsion are exclusionary forms of discipline and should only be used as allowed to by state law, administrative regulations, and board policy and, unless otherwise mandatory, when all other alternative means of correction and Culturally-Responsive Positive Behavior Interventions and Supports (CR-PBIS) are documented and exhausted. (Education Code 48900, 48900.5, 48915)

Alternative or other means of corrections may include, but are not limited to:

1. a conference between school staff, the student's parent or guardian, and the student;
2. teaching, re-teaching, and reinforcing appropriate behaviors;
3. home visits;
4. referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling;
5. convening of study teams, guidance teams, resource panel teams, or other intervention related teams to assess the behavior and develop and implement individualized plans to address the behavior in partnership with the student and their parent/guardian;
6. when applicable, referral for comprehensive psychological or psychoeducational assessment, including for the purpose of creating an individualized education program, or plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a));
7. enrollment in a program for teaching prosocial behavior or anger management;
8. participation in a restorative justice program or restorative practices;
9. a culturally responsive positive behavior support approach with tiered interventions that occur during the school day on campus;
10. after-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups;
11. participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably;
12. participation in a program that is sensitive to the traumas experienced by students, focuses on a student's behavioral needs, and addresses those needs in a proactive manner;
13. community service as provided in the section below entitled "Community Service;" and
14. conflict resolution strategies.

(Education Code 48900.5).

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (b)

Suspension and Expulsion/Due Process (Cont.)

Other disciplinary strategies available in lieu of suspension may be used after the exhaustion of other

means of correction and consistent with state law and board policies. These include:

1. Detention after school hours as provided in the section of AR 5144 entitled "Detention After School."
2. In accordance with board policy and administrative regulation, and if such an action will not interfere with the student's classroom activities and is related to the conduct violation, restriction or disqualification from participation in extracurricular activities.

Definitions

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

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

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

Notice of Regulations

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

Grounds for Suspension and Expulsion: Grades K-12

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (c)

Suspension and Expulsion/Due Process (Cont.)

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (d)

Suspension and Expulsion/Due Process (Cont.)

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

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

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

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

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

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

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

a. A message, text, sound, video, or image

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (e)

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

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

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

Additional Grounds for Suspension and Expulsion: Grades 4-12

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

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

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

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

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

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

Suspension from Class by a Teacher

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

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

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

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

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

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

Suspension by Superintendent, Principal or Principal's Designee

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

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

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

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

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

Length of Suspension

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

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

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

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

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

the student's version and evidence. (Education Code 48911)

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

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

4. This notice shall state the specific offense committed by the student. (Education Code 48900.8) In addition, the notice may state the date and time when the student may return to school.

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

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

6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

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

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

Re-Entry Conference After Suspension

Upon return from an off-campus suspension, the school-site shall provide for a voluntary restorative conversation with an employee trained in restorative practices and CR-PBIS to address any conflicts that may have caused the violation and assess and set forth any steps and check-ins with the student to help ensure a successful re-entry.

On-Campus Suspension

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

1. The on-campus suspension classroom shall be staffed in accordance with law by a certificated staff member.
2. The student shall have access to and be provided with appropriate individual and group counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension. Students shall be assigned applicable school and homework, assignments, tests, and quizzes, and the district will ensure that each school has a system to monitor such assignments to help ensure that a student assigned to in-school suspension does not fall behind due to the suspension.
4. The school-site shall provide social emotional learning and educational support programming that meets the district's goal of increasing student investment and engagement in school, developing stronger teacher-student relationships and school-connectedness, and improving educational outcomes.
5. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.
6. The school-site shall provide for a plan to assist with the student's return to a regular classroom, which includes but is not limited to an assessment of whether the student has completed work and assignments missed during the on-campus suspension.

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

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

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (j)

Suspension and Expulsion/Due Process (Cont.)

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the counter medication or other medication prescribed by a physician
4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee
In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

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

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

If the Board finds it impractical during the regular school year to comply with these time requirements

for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

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

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

Stipulated Expulsion

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (k)

Suspension and Expulsion/Due Process (Cont.)

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

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

Rights of Complaining Witness

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

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

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

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

Written Notice of the Expulsion Hearing

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

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (l)

Suspension and Expulsion/Due Process (Cont.)

5. This obligation applies when a student is expelled for acts other than those described in

Education Code 48915(a) or (c).

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

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

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

7. The right to inspect and obtain copies of all documents to be used at the hearing

8. The opportunity to confront and question all witnesses who testify at the hearing

9. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

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

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

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

Conduct of Expulsion Hearing

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

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (m)

Suspension and Expulsion/Due Process (Cont.)

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

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

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

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

If the Board determines, or if the hearing officer or administrative panel finds and submits to

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

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

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

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (n)

Suspension and Expulsion/Due Process (Cont.)

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (o)

Suspension and Expulsion/Due Process (Cont.)

C. Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

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

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

(Education Code 48918(a) and (d))

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

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

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

Final Action by the Board

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (p)

Suspension and Expulsion/Due Process (Cont.)

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

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an

expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

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

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

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

Written Notice to Expel

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

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (q)

Suspension and Expulsion/Due Process (Cont.)

Decision to Suspend Expulsion Order

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

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

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

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

parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

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

(Education Code 48917)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (r)

Suspension and Expulsion/Due Process (Cont.)

Appeal

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

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

Notification to Law Enforcement Authorities

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

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

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

Placement During Expulsion

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

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

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

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (s)

Suspension and Expulsion/Due Process (Cont.)

Readmission After Expulsion

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

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

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

Maintenance and Monitoring of Records and Outcome Data

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

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

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

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 5144.1 (t)

Suspension and Expulsion/Due Process (Cont.)

The Superintendent or designee shall maintain an electronic data system to track implementation of other/alternative means of correction, CR-PBIS, and meetings held to review and revise supports for students prior to suspension. The aforementioned data shall include:

1. student test scores;
2. annual climate surveys;
3. student attendance;
4. student class rank, if available;
5. alternative/other means of correction;
6. teacher, office, and law enforcement referrals and dispositions related to the same;
7. suspensions, including teacher, in-school, Saturday, and out of-school suspensions, and days of suspensions per incident;
8. transfers to Community Day, Continuation, and independent study; and
9. expulsions.

Each of these data elements shall be disaggregated by all categories required by state and federal law, including but not limited to those required for CALPADS reporting.

The Superintendent or designee shall disaggregate such data for review of district-level and schoolsite-level outcomes.

Culturally Responsive Positive Behavior Supports and Interventions teams (CRPBIS teams) shall review the data on a monthly basis at the district- and school-site level. During each monthly CR-PBIS team meeting, the team shall discuss ways to address areas in the school where safety issues are arising or patterns of behavior violations are occurring, identify whether implementation of alternative/other means of correction, interventions, and supports has been consistent and effective, and assess and address disproportionality in discipline, if any, for particular groups of students based on any protected characteristics.

On a quarterly basis, each school-site will share the data described above with school staff as part of a discussion focused on: (a) addressing the root causes of discrimination in discipline; (b) consistently implementing alternative/other means of correction, reviewing effectiveness, and engaging in continuous quality improvement efforts to ensure student engagement and success and school safety; and (c) assessing whether the district and school are implementing student discipline policies, practices, and procedures in a nondiscriminatory manner.

Adopted: 3/7/84

Amended: 4/15/98, 2/6/02, 1/15/03, 3/3/04, 5/5/04, 2/21/07, 8/5/09, 11/17/10, 8/15/12, 2/20/13, 11/5/14, 9/21/16, 2/28/18, 12/19/18, 9/23/20, 5/19/21

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Personnel

Employee Security

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)

(cf. 3320 - Claims and Actions Against the District)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(cf. 4131, 4231, 4331 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also shall inform teachers, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

The Board requires employees to take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
 2. Immediately notify the principal, who shall take appropriate action
 3. Immediately call 911 and the principal
- (cf. 3515.7 - Firearms on School Grounds)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings
32225-32226 Communication devices
35208 Liability insurance
35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion
49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion
49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4158, 4258, 4358 (c)

Employee Security (Cont.)

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials
240-246.3 Assault and battery, especially:
241.3 Assault against school bus drivers
241.6 Assault on school employee including board member
243.3 Battery against school bus drivers
243.6 Battery against school employee including board member
245.5 Assault with deadly weapon against school employee including board member
290 Registration of sex offenders
601 Trespass by person making credible threat

626-626.11 School crimes

646.9 Stalking

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/ls/ss>

Adopted: 2/7/01

Amended: 12/19/12, 12/18/19

Personnel

Employee Security

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against him/her by a student or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process.

This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institutions Code 827)

The principal shall disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. The principal shall also inform any teacher or administrator directly supervising or reporting on the student's behavior or progress whom he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. He/she shall also initial the student's file when reviewing it in the school office.

Approved: 2/7/01

Amended: 3/7/01, 9/5/01, 12/19/12, 12/18/19

(E) Sexual Harassment Policies (EC 212.6 [b])

BP 4119.11, 4219.11, 4319.11 (a)

Personnel

Sexual Harassment

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

Providing training to employees in accordance with law and administrative regulation

Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

Ensuring prompt, thorough, fair, and equitable investigation of complaints

Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. In any case of sexual harassment involving the supervisor, principal or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or the District's Title IX Coordinator, who shall determine who will investigate the complaint. In any case involving the Superintendent, the report may instead be submitted to the Board President who will either investigate the complaint or obtain an independent investigator to investigate the complaint.

BP 4119.11, 4219.11, 4319.11 (b)
Sexual Harassment (Cont.)

A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator. Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

State Description

2 CCR 11006-11086 Discrimination in employment

2 CCR 11021 Discrimination in employment - retaliation

2 CCR 11023 Harassment and discrimination prevention and correction
2 CCR 11024 Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11034 Terms, conditions, and privileges of employment
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
Gov. Code 12900-12996 Fair Employment and Housing Act
Gov. Code 12940 Unlawful discriminatory employment practices
Gov. Code 12950 Sexual harassment
Gov. Code 12950.1 Sexual harassment training
Lab. Code 1101 Political activities of employees
Lab. Code 1102.1 Discrimination: sexual orientation

Federal Description

20 USC 1681-1688 Title IX prohibition against discrimination
34 CFR 106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

Adopted: 2/5/92

Amended 4/15/98, 3/7/07, 3/15/17, 5/16/18, 12/15/20

AR 4119.11, 4219.11, 4319.11 (a)

Personnel

Sexual Harassment

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.

Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

AR 4119.11, 4219.11, 4319.11 (b)
Sexual Harassment (Cont.)

Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Dr. Corey Willenberg, Superintendent
211 Washington Avenue
Oroville, CA 95966
(530) 538-2300, extension 1107
cwillenb@ouhsd.net

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

The types of conduct that constitute sexual harassment

Remedies available for victims in civil actions, and potential employer/individual exposure/liability

Strategies to prevent harassment in the workplace

Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

The limited confidentiality of the complaint process

Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

What to do if the supervisor is personally accused of harassment

The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)

Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)

Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

The illegality of sexual harassment

The definition of sexual harassment under applicable state and federal law

A description of sexual harassment, with examples

The district's complaint process available to the employee

The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

Directions on how to contact DFEH and the EEOC

The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

State Description

2 CCR 11006-11086 Discrimination in employment

2 CCR 11021 Discrimination in employment - retaliation

2 CCR 11023 Harassment and discrimination prevention and correction

2 CCR 11024 Required training and education on harassment based on sex, gender identity and expression, and sexual orientation

2 CCR 11034 Terms, conditions, and privileges of employment

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

Gov. Code 12900-12996 Fair Employment and Housing Act
Gov. Code 12940 Unlawful discriminatory employment practices
Gov. Code 12950 Sexual harassment
Gov. Code 12950.1 Sexual harassment training
Lab. Code 1101 Political activities of employees
Lab. Code 1102.1 Discrimination: sexual orientation

Federal Description

20 USC 1681-1688 Title IX prohibition against discrimination
34 CFR 106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

Adopted: 4/15/98

Amended: 3/7/07, 7/16/08, 5/18/16, 3/15/17, 5/16/18, 12/15/20

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

BP 5132 (a)

Students

Dress and Grooming

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothing that is suitable for the school activities in which they participate. Students shall not wear clothing that presents a health or safety hazard or causes a substantial disruption to the educational program.

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

Gang-Related Apparel

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

Uniforms

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

BP 5132 (b)

Dress and Grooming (Cont.)

The Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

State Reference Description

Ed. Code 212.1 Nondiscrimination based on race or ethnicity

Ed. Code 220 Prohibition of discrimination

Ed. Code 32281 School safety plans

Ed. Code 35183 School dress code; uniforms

Ed. Code 35183.5 Sun-protective clothing

Ed. Code 48907 Student exercise of free expression

Ed. Code 49066 Grades; effect of physical education class apparel

Adopted: 4/78

Amended: 9/5/07, 6/19/19, 2/12/20

AR 5132 (a)

Students

Dress and Grooming

In cooperation with teachers, students, and parents/guardians, the principal or designee may establish school rules governing student dress and grooming which are consistent with law, Board policy, and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

The following guidelines shall apply to all regular school activities:

1. Clothing, jewelry, and personal items shall be free of writing, pictures, or any other insignia which is vulgar, lewd, obscene, profane, or sexually suggestive or which promotes the use of alcohol, drugs, tobacco, or other illegal activity.
2. Appropriate shoes must be worn at all times.
3. Hats, caps, and other head coverings shall not be worn indoors.

4. Clothes shall be sufficient to conceal undergarments. See-through tops and bare abdomens are prohibited.

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. In addition, the principal or designee may impose dress requirements to accommodate the needs of special school activities, physical education classes, athletic activities, and other extracurricular and co-curricular activities.

(cf. 3260 - Fees and Charges)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Co-curricular Activities)

(cf. 6145.2 - Athletic Competition)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

Students shall be allowed to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

(cf. 5141.7 - Sun Safety)

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.

Uniforms

In schools that require a schoolwide uniform, the principal, staff, and parents/guardians of the school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall also be informed of their right to have their child exempted.

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Emergency Actions are a set of simple directives and alert level procedures that may be implemented across a number of emergency situations. When an emergency occurs, it is critical that staff members take immediate steps to protect themselves and others. With Emergency Actions in place, staff can follow specific directions without having to learn extensive protocols for each of several dozen different emergency situations. The Incident Commander will decide which Emergency Actions to implement, based on the situation.

The most common immediate emergency actions below are listed below. Staff members must become familiar with each emergency action and be prepared to perform assigned responsibilities. All students must be taught what to do when any of the common emergency actions are implemented.

STATUS ALL CLEAR communicates to students and staff that the emergency is over and normal school operations can resume.

EMERGENCY DAMAGE ASSESSMENT is the inspection process used immediately following an emergency (typically will students and staff are under an EVACUATION order) to determine if it is safe to resume occupancy of school facilities. An EMERGENCY DAMAGE ASSESSMENT should be performed following any event with the potential to cause damage school facilities or equipment.

RESTRICTED MOVEMENT & ACCESS

LOCKDOWN is initiated to isolate students and school staff from danger on or near the campus when movement within the school and within rooms on the campus might put students and staff in jeopardy. LOCKDOWN is used to prevent intruders from entering occupied areas of the buildings.

Lock the doors;
Close and lock windows, and close blinds or cover windows;
Turn off lights;
Silence all electronic devices;
Remain silent;
Use strategies to silently communicate with first responders if possible,
Hide along the wall closest to the exit but out of the view from the hallway (allowing for an ambush of the intruder and for possible escape if the intruder enters the room); and Remain in place until the release from lockdown by school administration or evacuated by law enforcement.

SECURE CAMPUS is implemented as a precautionary measure to ensure the safety of students and staff when there is danger in the surrounding community or a bomb threat is made against the school. SECURE CAMPUS requires that all students and staff take shelter in school buildings and lock all exterior doors. Classroom instruction and/or activity may continue as long as all classroom and office doors are locked and all students and staff remain inside through the duration of that event. The school perimeter should be secured.

SHELTER IN PLACE is implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off pilot lights. SHELTER IN PLACE allows for the free movement of staff and students within the building, although one should not leave the room until further instructions are received. Those in bungalows and buildings with exterior passageways must remain in the classroom while SHELTER IN PLACE is instituted. It is appropriate for, but not limited to, gas leaks, external chemical release, dirty bombs and hazardous material spills.

TAKE COVER is implemented when it is necessary to move to and take refuge in the best shielded areas within the school buildings. It is appropriate for, but not limited to, severe windstorms and tornados.
Move students and staff into the school's permanent buildings, on the ground floor.

Group students/staff together at the furthest point away from windows on the floor.
Face the wall with backs to the windows
Crouch down on knees and elbows
Hands covering the back of their head/neck
If a tornado warning or potentially damaging windstorm occurs at dismissal, delay dismissal.

An order to TAKE COVER should remain in place until the National Weather Service has lifted the warning.

DUCK, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris. DUCK, COVER AND HOLD ON is an appropriate action for use during an earthquake or explosion. Immediate EVACUATION and an EMERGENCY DAMAGE ASSESSMENT must be performed prior to occupancy of any of the site's buildings, following any event prompting the use of DUCK, COVER AND HOLD ON.

EVACUATION EVACUATION is implemented when conditions make it unsafe to remain inside the building(s). This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety.

OFF-SITE EVACUATION is implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly area is required. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated area of safety off campus. In some situations OFF-SITE EVACUATION may require the use of busing. STRUCTURED REUNIFICATION should be used following any OFF-SITE EVACUATION.

EARLY RELEASE Certain situations may require releasing students from school at a time when parents expect their children to be at the school site. EARLY RELEASE may be implemented when circumstances make keeping students at school inadvisable. EARLY RELEASE must be authorized by the district superintendent or designee. During an EARLY RELEASE, students follow normal dismissal procedures.

REUNIFICATION/STRUCTURED REUNIFICATION is the process used to reunify children with their parents, guardians or caregivers, following a school emergency. Regular dismissal procedures are not followed.

STRUCTURED REUNIFICATION requires:

Maintaining accurate information on the location of each child.
Preventing unauthorized individuals from having access to or removing children.
Verifying the identity of individuals coming to take custody of children.
Verifying each individual has the legal right to take custody the child for which they have asked.
Keeping record of who each student is released to, the method used to verify their identity and the time of the pick-up.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

To provide a comprehensive district wide safe schools plan that includes strategy and tactics for action in the event of a crisis or catastrophic event.

Element:

Safety Policies and Procedures are known by all staff and training is provided to insure all staff know how to respond in an emergency.

Opportunity for Improvement:

Communication with staff during an emergency.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Add Catapult and Parent Square for Communication	Parent Square is implemented. Catapult is not used with fidelity.		Mary Masters	

Component:

Review Campus Supervision Staffing and explore options to increase adult supervision at each school site.

Element:

Currently, OUHSD contracts with the Butte County Sheriff's Office to provide a deputy dedicated to Las Plumas High School. During the 2021-2022 school year, BCSO has not been able to staff the SRD position at Las Plumas High due to staffing shortages.

Currently, OUHSD contracts with the Oroville Police Department to provide an officer dedicated to Oroville High and Prospect High Schools. Due to staffing shortages, OPD needed to reduce their daily presence in the district to cover daily patrol functions in the City of Oroville.

Currently, Oroville High School has 3.0 FTE adults assigned to supervise the campus on a daily basis.

Currently, Las Plumas High School has 3.0 FTE adults assigned to supervise the campus on a daily basis.

Currently, Prospect High and Community Day School have 1.0 FTE adults assigned to supervise the campus on a daily basis.

The District contracts with the Butte County Sheriff's Office and the Oroville Police Department for School Resource Deputy (SRO) services at all schools in the district for a yearly approximate cost of \$240,000. The BCSO contract has been adjusted during the 2021-2022 school year due to staffing shortages.

During the second semester of the 2021-2022 school year, OUHSD added an additional Assistant Principal at each comprehensive school.

Opportunity for Improvement:

Increase adult supervision on a daily basis and train supervision staff with implicit bias training and CRPBIS training.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement CR-PBIS with fidelity	CR-PBIS TOSAS at each school	Funding	C. Willenberg	

Component:

Evaluate camera system throughout the district to make sure critical areas are visually covered during non-school hours.

Element:

Camera systems have been evaluated by District staff. We are in the process of repairing cameras, installing new cameras, as well as using cameras that are more accessible to administrative staff.

Opportunity for Improvement:

The district is also in process of developing a video policy for use of monitoring systems, as well as detailing staff authorized to view the monitoring system.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Repair and Replace security cameras.	Use work order system to identify cameras that are inoperable.	Funding/Staff to install	Jim LaGrone	28 cameras at LPHS have been replaced, 8 cameras at OHS have been replaced, 17 cameras at Prospect have been replaced and 5 cameras at the District Office/Transportation and OAE have been replaced.
Add additional cameras at each district owned property.	Work with school staff to identify areas that require additional cameras due to increased activity.	Funding/Staff	Jim LaGrone	We have added 9 new cameras at LPHS, 27 new cameras at OHS, and 4 new cameras at Prospect.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Oroville High School Student Conduct Code

Conduct Code Procedures

OUHSD Statement of Guiding Principles

The Oroville Union High School District is committed to providing all students with a rigorous educational program, which prepares them to be college or career ready and productive members of society. All OUHSD students will attend schools with climates that focus on safety, teaching, learning and interpersonal relationships that enhance student learning and well-being. Every student, grades 9 through adult, has the right to be educated in a safe, respectful, and welcoming environment. Every educator has the right to teach in an atmosphere free from disruption and obstacles that impede learning.

The District's goal is to ensure that all students are provided with schools that are safe, positive and have an environment that is conducive to learning for all students. The District is committed to non-discrimination in discipline practices and treating all students fairly and equitably without regard to 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. The District will take effective and prompt steps to prevent, eliminate and remedy the effects of harassment on students based on any protected characteristic or category.

It is critical that students learn appropriate behavior, and that it is reinforced when necessary, so they are engaged in the education program rather than the disciplinary system. Therefore, to the maximum extent possible, and permitted and consistent with the law, the District will use student discipline policies that equitably implement research-based alternatives to exclusion; and will only use exclusionary discipline as a last resort.

The referral of students from the classroom environment for misbehavior should be avoided. To the fullest extent possible, staff shall use tiered interventions that keep students in school and participating in the instructional program. Other means of correction will be documented to support students and ensure consistency, equal application, and fidelity in implementation.

A student will not be suspended for tardiness or truancy. If a student's presence causes a danger to themselves or others, the District will take appropriate measures to ensure safety and protect the student and others. If the student engages in an offense for which suspension or expulsion is required by law, the suspension or expulsion shall be enforced.

BP 5144 (a)
Students

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment that is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective and positive school and classroom management strategies, full implementation of Culturally-Responsive Positive Behavior Interventions and Supports (CR-PBIS), and parent/guardian/educational representative involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

District discipline rules and procedures shall be consistent with state law and Board policies and administrative regulations and with the district's Statement of Principles, which provides that the district will:

- (a) ensure nondiscrimination in discipline consistent with state and federal law;
- (b) treat all of its students fairly and equitably in the administration of discipline, regardless of any protected characteristic or category;
- (c) ensure consistent and equitable implementation of research-based alternatives to punitive discipline and use exclusionary discipline only as a last resort after exhaustion of alternatives;
- (d) work with students who exhibit behavior issues to ensure that students remain engaged in the district's educational program and are given every opportunity to reach their potential; and
- (e) take effective and prompt steps to prevent, eliminate, and remedy the effects of harassment on students based on any protected characteristic or category.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent positive expectations and consequences for student conduct; ensuring equity and continuous improvement in the implementation of district discipline policies and practices; reducing disproportionality in administration of discipline for any protected group; and using exclusionary discipline as a last resort after exhaustion of alternatives.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5) For students placed in detention, the district will provide social, emotional, and educational support programming with the goal of increasing student investment and engagement in school, developing stronger teacher-student relationships and school-connectedness, and improving student educational outcomes.

BP 5144 (b)

Discipline (Cont.)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraints are prohibited as a means of coercion, discipline, convenience, or retaliation by staff and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 to control behavior that poses a clear and present danger of physical harm to the student or others that cannot be immediately prevented by a less restrictive response, and in accordance with district regulations. (Education Code 49005.2)

The Board, at an open meeting, may review the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5(d))

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior, prioritize alternative means of correction, when permitted or required, and consistently implement CR-PBIS. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, the tools to form strong, cooperative relationships with students and their parents/guardian, social emotional learning, de-escalation, restorative practices, and conflict resolution strategies, and training on bias, including explicit and implicit bias.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning, attendance, achievement, and school climate.

State Description

5 CCR 307 Participation in school activities until departure of bus
5 CCR 353 Detention after school
Civ. Code 1714.1 Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289 School safety plans
Ed. Code 35146 Closed sessions
Ed. Code 35291 Rules
Ed. Code 35291.5-35291.7 School-adopted discipline rules
Ed. Code 37223 Weekend classes
BP 5144 (c)
Discipline (Cont.)

State Description

Ed. Code 44807.5 Restriction from recess
Ed. Code 48900-48926 Suspension and expulsion
Ed. Code 48980-48985 Notification of parents/guardians
Ed. Code 49005-49006.4 Seclusion and restraint
Ed. Code 49330-49335 Injurious objects
Ed. Code 49550-49564.5 Meals for needy students
Ed. Code 52060-52077 Local control and accountability plan

Federal Description

20 USC 1400-1482 Individuals with Disabilities Education Act
29 USC 794 Rehabilitation Act of 1973, Section 504
42 USC 1751-1769j School Lunch Program
42 USC 1773 School Breakfast Program

Adopted: 4/78

Amended: 3/16/83, 3/7/84, 2/7/01, 2/21/07, 10/19/11, 2/20/13, 11/5/14, 2/28/18, 9/18/19, 5/19/21

AR 5144 (a)

Students

Discipline

The district's discipline rules and procedures regarding discipline shall be created at the district level to ensure objective, consistent, and non-discriminatory application to all students. Rules and procedures regarding discipline shall be age-appropriate, culturally responsive to students of diverse backgrounds, and promote equality and dignity.

Staff shall use preventative measures, positive resolution techniques, and alternatives to exclusionary discipline, whenever possible or required. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension or expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5)

Short and long-term minimum day and shortened day schedules and undocumented and other informal school removals (e.g., a student sent home for portion or all of the day) are prohibited as a disciplinary consequence for a student's behavior.

Annually, district-level discipline rules shall be reviewed by the Superintendent or the Director of Supportive School Climate and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. The district's CR-PBIS team(s) shall be responsible for leading the development of the district-wide discipline rules and procedures.

A copy of the rules shall be incorporated into a district-wide handbook made available to the entire school community. Culturally-Responsive Positive Behavior Interventions and Supports (CR-PBIS) expectations shall be created at each school-site but shall be reviewed by the Director of Supportive School Climate for consistency with CR-PBIS, fairness, and cultural responsiveness prior to implementation.

At the school-site level, CR-PBIS team meetings shall be held within the school's existing resources, during non-classroom hours, and on normal schooldays. Such team(s) shall include at least one representative of each of the following groups that reflects the diversity of the school community: (Education Code 35291.5(a))

Parents/guardians;

Teachers;

School administrators;

Classified personnel;

School security personnel, if any; and

For junior high and high schools, students enrolled in the school.

Rules shall be communicated to students clearly and in a positive and age-appropriate manner.

It shall be the duty of each employee of the school to fairly and equitably enforce the school rules and procedures on student discipline, including exhausting and documenting other means of correction consistent with the law. (Education Code 35291.5, 48900.5)

Disciplinary Strategies: Culturally-Responsive Positive Behavior Interventions and Supports and Other Means of Correction

The District will implement CR-PBIS and restorative justice and practices, as a tier one and two strategy, at all schools. District rules and procedures related to discipline shall be nondiscriminatory and equitable.

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when the student's presence causes a danger to others; or the student has committed an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct.

Alternative or other means of corrections may include, but are not limited to:

a conference between school staff, the student's parent or guardian, and the student;

teaching, re-teaching, and reinforcing appropriate behaviors;

home visits;

referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling;

convening of study teams, guidance teams, resource panel teams, or other intervention-related teams to assess the behavior and develop and implement individualized plans to address the behavior in partnership with the student and their parent/guardian;

when applicable, referral for comprehensive psychological or psychoeducational assessment, including for the purpose of creating an individualized education program, or plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a));

enrollment in a program for teaching prosocial behavior or anger management;

participation in a restorative justice program or restorative practices;

a culturally-responsive positive behavior support approach with tiered interventions that occur during the school day on campus;

after-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups;

participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably;

participation in a program that is sensitive to the traumas experienced by students, focuses on a student's behavioral needs, and addresses those needs in a proactive manner;

community service as provided in the section below entitled "Community Service;" and

conflict resolution strategies.

Other disciplinary strategies available in lieu of suspension may be used after the exhaustion of other means of correction and consistent with state law and board policies. These include:

Detention after school hours as provided in the section below entitled "Detention After School."

In accordance with board policy and administrative regulation, and if such an action will not interfere with the student's classroom activities and is related to the conduct violation, restriction or disqualification from participation in extracurricular activities.

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Suspension, including supervised suspension, and expulsion are a means of last resort, are governed by BP and AR 5144.1: Suspension and Expulsion/Due Process, and can only be used in accordance with state law.

Recess and Lunch Restriction Prohibited

A student shall not be required to remain in class during the noon intermission, or during any break. (5 CCR 352)

School personnel and volunteers cannot allow any disciplinary action against a student that denies or delays a meal. (Education Code 49557.5)

Detention After School

Although school staff are highly encouraged to use non-exclusionary disciplinary methods, school staff may use after-school detention for disciplinary reasons. After-school detention is limited to not more than one hour at the end of the school day. (5 CCR 353)

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

In cases where the school bus departs more than one hour after the end of the school day, students may be detained only until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention. Students may be offered the choice of serving their detention on Saturday rather than after school.

During detention, the district shall provide social-emotional learning and educational support programming that meets the district's goal of increasing student investment and engagement in school, developing stronger teacher-student relationships and school-connectedness, and improving educational outcomes.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during non-school hours on school grounds or, with written permission of the student's parent/guardian, off school grounds, during non-school hours. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

The Board encourages and expects this approach to be combined with a restorative justice/practices approach, such as a voluntary conference during which the student and other affected members of the school community delineate the harm done, develop a plan to promote future positive behavior and address the harm, and reintegrate the student to the school and classroom.

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

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

In addition, at the beginning of each school year, the principal or designee shall notify students and parents/guardians, in writing, regarding any separate school rules related to discipline. (Education Code 35291.5)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district. (Education Code 35291.5)

Corporal Punishment (Physical Punishment)

No student shall be subject to the infliction of corporal punishment by any person employed by or engaged in the public schools of the district. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49000, 49001)

An employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons from physical injury, or prevent damage to property, or to obtain possession of weapons or other dangerous objects from within the control of the student, is not corporal punishment. (Education Code 49001)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain an electronic data system to track implementation of other/alternative means of correction, CR-PBIS, and meetings held to review and revise supports for students prior to suspension. The aforementioned data shall include:

student test scores;

annual climate surveys;

student attendance;

student class rank, if available;

alternative/other means of correction;

teacher, office, and law enforcement referrals and dispositions related to the same;

suspensions, including teacher, in-school, Saturday, and out-of-school suspensions, and days of suspensions per incident;

transfers to Community Day, Continuation, and independent study; and expulsions.

Each of these data elements shall be disaggregated by all categories required by state and federal law, including but not limited to those required for CalPads reporting.

The Superintendent or designee shall disaggregate such data for review of district-level and school-site-level outcomes. Culturally Responsive Positive Behavior Supports and Interventions teams (CR-PBIS teams) shall review the data on a monthly basis at the district- and school-site level. During each monthly CR-PBIS team meeting, the team shall discuss ways to address areas in the school where safety issues are arising or patterns of behavior violations are occurring, identify whether implementation of other means of correction/alternatives, interventions, and supports has been consistent and effective, and assess and address disproportionality in discipline, if any, for particular groups of students based on any protected characteristic.

AR 5144 (f)
Discipline (Cont.)

On a quarterly basis, each school-site will share the data described above with school staff as part of a discussion focused on: (a) addressing the root causes of discrimination in discipline; (b) consistently implementing other/alternative means of correction, reviewing effectiveness, and engaging in continuous quality improvement efforts to ensure student engagement and success and school safety; and (c) assessing whether the district and school are implementing student discipline policies, practices, and procedures in a nondiscriminatory manner.

The Superintendent or designee shall also maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1. Information about this requirement is found in AR and BP 5144.1.

State Description

CCP. 1985-1997 Production of evidence; means of production
Civ. Code 47 Privileged communication
Civ. Code 48.8 Defamation liability
Ed. Code 17292.5 Program for expelled students
Ed. Code 1981-1981.5 Enrollment of students in community school
Ed. Code 212.5 Sexual harassment
Ed. Code 233 Hate violence
Ed. Code 32261 Interagency School Safety Demonstration Act of 1985
Ed. Code 35145 Open board meetings
Ed. Code 35146 Closed sessions regarding suspensions
Ed. Code 35291 Rules (for government and discipline of schools)
Ed. Code 35291.5 Rules and procedures on school discipline
Ed. Code 48645.5 Readmission; contact with juvenile justice system
Ed. Code 48660-48666 Community day schools
Ed. Code 48853.5 Foster youth
Ed. Code 48900-48927 Suspension and expulsion
Ed. Code 48950 Speech and other communication
Ed. Code 48980 Parental notifications
Ed. Code 49073-49079 Privacy of student records
Ed. Code 52052 Numerically significant student subgroups
Ed. Code 52060-52077 Local control and accountability plan
Ed. Code 64000-64001 Consolidated application
Ed. Code 8239.1 Prohibition against expulsion of preschool student
Gov. Code 11455.20 Contempt
Gov. Code 54950-54963 The Ralph M. Brown Act
H&S Code 11014.5 Drug paraphernalia
H&S Code 11053-11058 Standards and schedules
Lab. Code 230.7 Employee time off to appear in school on behalf of a child
Pen. Code 240 Assault defined
Pen. Code 241.2 Assault fines
Pen. Code 242 Battery defined
Pen. Code 243.2 Battery on school property
Pen. Code 243.4 Sexual battery
Pen. Code 245 Assault with deadly weapon
Pen. Code 245.6 Hazing

Pen. Code 261 Rape defined
 Pen. Code 266c Unlawful sexual intercourse
 Pen. Code 286 Sodomy defined
 Pen. Code 288 Lewd or lascivious acts with child under age 14
 Pen. Code 288a Oral copulation
 Pen. Code 289 Penetration of genital or anal openings
 State Description
 Pen. Code 31 Principal of a crime, defined
 Pen. Code 417.27 Laser pointers
 Pen. Code 422.55 Definition of hate crime
 Pen. Code 422.6 Interference with exercise of civil rights
 Pen. Code 422.7 Aggravating factors for punishment
 Pen. Code 422.75 Enhanced penalties for hate crimes
 Pen. Code 626.10 Dirks, daggers, knives, razors, or stun guns
 Pen. Code 626.2 Entry upon campus after written notice of suspension or dismissal without permission
 Pen. Code 626.9 Gun-Free School Zone Act of 1995
 Pen. Code 868.5 Supporting person; attendance during testimony of witness
 W&I Code 729.6 Counseling

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

Adopted: 4/78

Amended: 3/7/84, 2/7/01, 2/21/07, 10/19/11, 2/20/13, 11/5/14, 2/28/18, 9/18/19, 5/19/21

(J) Hate Crime Reporting Procedures and Policies

BP 5145.9 (a)

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:

Includes the development of social-emotional learning

Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society

Explains the harm and dangers of explicit and implicit biases

Discourages discriminatory attitudes and practices

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:

Promotes an understanding of diversity, equity, and inclusion

Discourages the development of discriminatory attitudes and practices

Includes social-emotional learning and nondiscriminatory instructional and counseling methods

Supports the prevention, recognition, and response to hate-motivated behavior

Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior

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

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, 9/15/21

Procedures for Preventing Acts of Bullying and Cyber-bullying

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 5131.2 (a)

Students

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process. The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community. Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to

resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intra-district or inter-district transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

State Reference Description

5 CCR 4600-4670 Uniform complaint procedures

Ed. Code 200-262.4 Educational equity; prohibition of discrimination on the basis of sex

Ed. Code 32282 School safety plans

Ed. Code 32283.5 Bullying; online training

Ed. Code 35181 Governing board policy on responsibilities of students

Ed. Code 35291-35291.5 Rules

Ed. Code 46600 Student transfers

Ed. Code 48900-48925 Suspension and expulsion

Ed. Code 48985 Translation of notices

Ed. Code 52060-52077 Local control and accountability plan

Pen. Code 422.55 Definition of hate crime

Pen. Code 647 Use of camera or other instrument to invade person's privacy; misdemeanor

Pen. Code 647.7 Use of camera or other instrument to invade person's privacy; punishment

Pen. Code 653.2 Electronic communication devices, threats to safety

Federal Reference Description

28 CFR 35.107 Nondiscrimination on basis of disability; complaints

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 Notification of nondiscrimination on the basis of age

47 USC 254 Universal service discounts (E-rate)

Adopted: 3/20/13

Amended: 5/15/13, 9/2/15, 6/3/18, 6/19/19, 3/18/20

Students

Bullying

Definitions

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm
3. Social/relational bullying that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public
4. Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate
(cf. 5131 - Conduct)
(cf. 5137 - Positive School Climate)
2. Providing to students, through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying
3. Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously
4. Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias
5. Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so

Staff Development

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences

2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Student Instruction

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - Uniform Complaint Procedures. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report such observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 - Suicide Prevention)

Adopted: 6/19/19

Safety Plan Review, Evaluation and Amendment Procedures

The OUHSD Safety Plan is reviewed by the Board and selected staff members on an annual basis. Site staff and law enforcement officers evaluate the plan and review with staff on an annual basis. If the plan needs to be amended, the district Safety Team will recommend those amendments and they will be presented to the Board for action.

Safety Plan Appendices

Emergency Contact Numbers

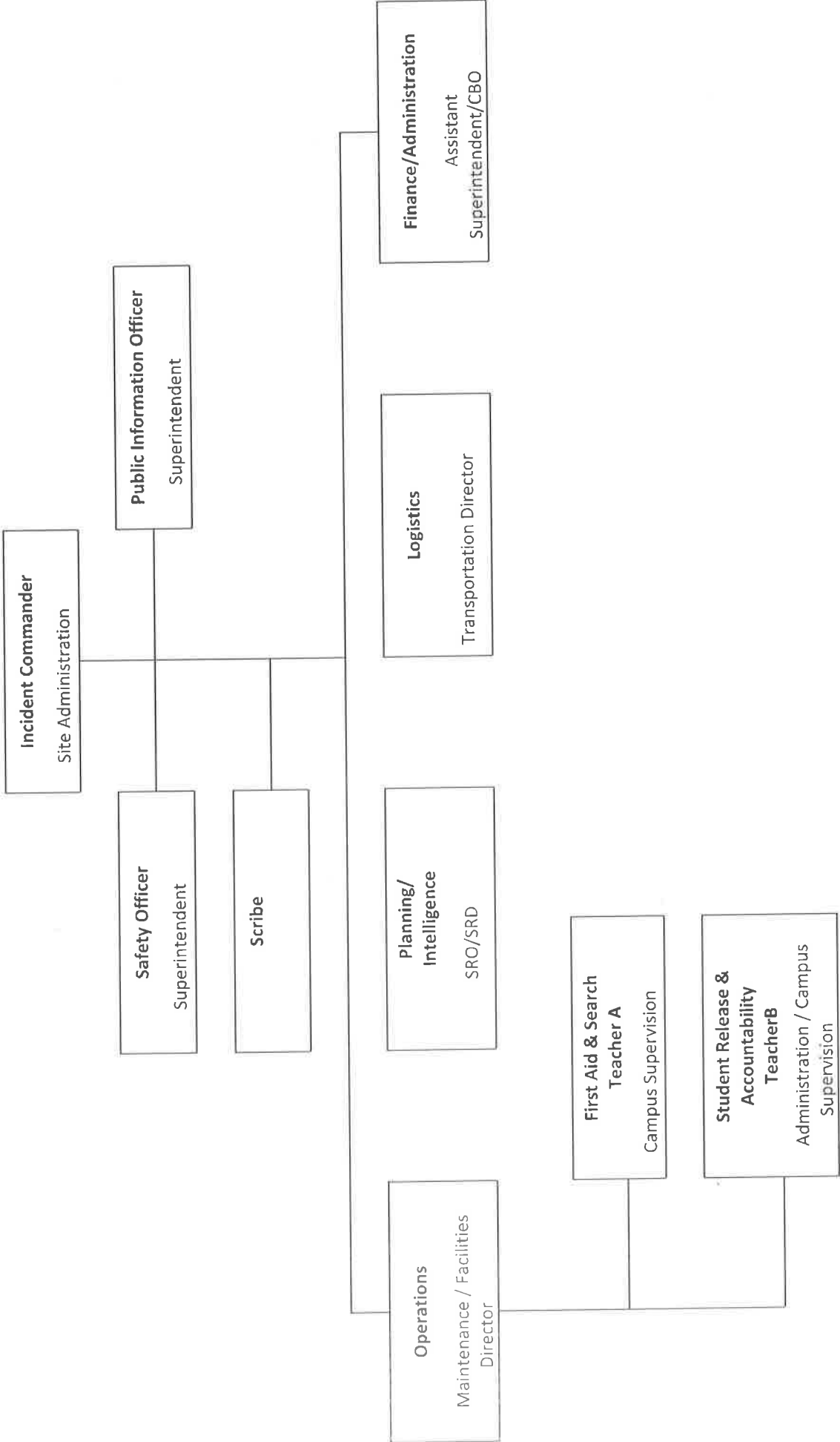
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Oroville Police/Fire	530-538-2448	
Law Enforcement/Fire/Paramedic	Butte County Sheriff's Office	530-538-7321	
School District	Oroville Union High School District	530-538-2300	
School District	Oroville City Elementary School District	530-532-3000	
School District	Palermo Union Elementary School District	530-533-4842	
School District	Thermalito Union Elementary School District	530-538-2900	
Other	OUHSD Transportation	530-538-2300 x 1109	
Other	OUHSD Maintenance	530-538-2300 x 1110	
Radio Station	Newstalk 939 KPAY	530- 342-1290	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Safety Plan Review with staff at all school sites	August 2021	
District Safety Committee meets and reviews plan. Revise if necessary	January 2022	
District Safety Plan presented to OUHSD Board for action	February 2022	

Oroville High School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Why the Standardized Emergency Management System (SEMS)?

In order to respond to frequent and multiple disasters occurring anytime and anywhere in the state, it is important that emergency response agencies operate within a clear and consistent organizational structure. Public agencies are increasingly required to manage the costs of emergencies more effectively with fewer resources. Many different agencies must work together effectively to protect lives, property, and the environment during disasters. SEMS facilitates priority setting, interagency cooperation, and the efficient flow of resources and information.

What is SEMS?

SEMS is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements.

SEMS incorporates:

Incident Command System (ICS) - A field-level emergency response system based on management by objectives

Multi/ Inter-agency coordination - Affected agencies working together to coordinate allocations of resources and emergency response activities.

Mutual Aid - A system for obtaining additional emergency resources from non-affected jurisdictions.

Operational Area Concept - County and its sub-divisions to coordinate damage information, resource requests and emergency response.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

Identify emergency as Active Shooter, Shelter in Place and/or Evacuation.

Step Two: Identify the Level of Emergency

Notify Administration and activate the Emergency Response System

Step Three: Determine the Immediate Response Action

LOCKDOWN is initiated to isolate students and school staff from danger on or near the campus when movement within the school and within rooms on the campus might put students and staff in jeopardy. LOCKDOWN is used to prevent intruders from entering occupied areas of the buildings.

- Lock the doors;
- Close and lock windows, and close blinds or cover windows;
- Turn off lights;
- Silence all electronic devices;
- Remain silent;
- Use strategies to silently communicate with first responders if possible,
- Hide along the wall closest to the exit but out of the view from the hallway (allowing for an ambush of the intruder and for possible escape if the intruder enters the room); and
- Remain in place until the release from lockdown by school administration or evacuated by law enforcement.

SECURE CAMPUS is implemented as a precautionary measure to ensure the safety of students and staff when there is danger in the surrounding community or a bomb threat is made against the school. SECURE CAMPUS requires that all students and staff take shelter in school buildings and lock all exterior doors. Classroom instruction and/or activity may continue as long as all classroom and office doors are locked and all students and staff remain inside through the duration of that event. The school perimeter should be secured.

SHELTER IN PLACE is implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off pilot lights. SHELTER IN PLACE allows for the free movement of staff and students within the building, although one should not leave the room until further instructions are received. Those in bungalows and buildings with exterior passageways must remain in the classroom while SHELTER IN PLACE is instituted. It is appropriate for, but not limited to, gas leaks, external chemical release, dirty bombs and hazardous material spills.

TAKE COVER is implemented when it is necessary to move to and take refuge in the best shielded areas within the school buildings. It is appropriate for, but not limited to, severe windstorms and tornados.

- Move students and staff into the school's permanent buildings, on the ground floor.
- Group students/staff together at the furthest point away from windows on the floor.

? Face the wall with backs to the windows

? Crouch down on knees and elbows

? Hands covering the back of their head/neck

- If a tornado warning or potentially damaging windstorm occurs at dismissal, delay dismissal.

An order to TAKE COVER should remain in place until the National Weather Service has lifted the warning.

DUCK, COVER AND HOLD ON is the action taken during an earthquake to protect students and staff from flying and falling debris. DUCK, COVER AND HOLD ON is an appropriate action for use during an earthquake or explosion. Immediate EVACUATION and an EMERGENCY DAMAGE ASSESSMENT must be performed prior to occupancy of any of the site's buildings, following any event prompting the use of DUCK, COVER AND HOLD ON.

EVACUATION is implemented when conditions make it unsafe to remain inside the building(s). This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety.

OFF-SITE EVACUATION is implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly area is required. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated area of safety off campus. In some situations OFF-SITE EVACUATION may require the use of busing. STRUCTURED REUNIFICATION should be used following any OFF-SITE EVACUATION.

EARLY RELEASE Certain situations may require releasing students from school at a time when parents expect their children to be at the school site. EARLY RELEASE may be implemented when circumstances make keeping students at school inadvisable. EARLY RELEASE must be authorized by the district superintendent or designee. During an EARLY RELEASE, students follow normal dismissal procedures.

STRUCTURED REUNIFICATION is the process used to reunify children with their parents, guardians or caregivers, following a school emergency. Regular dismissal procedures are not followed. STRUCTURED REUNIFICATION requires:

- Maintaining accurate information on the location of each child.
- Preventing unauthorized individuals from having access to or removing children.
- Verifying the identity of individuals coming to take custody of children.
- Verifying each individual has the legal right to take custody the child for which they have asked.
- Keeping record of who each student is released to, the method used to verify their identity and the time of the pick-up.

Step Four: Communicate the Appropriate Response Action

ALL CLEAR communicates to students and staff that the emergency is over and normal school operations can resume.

EMERGENCY DAMAGE ASSESSMENT is the inspection process used immediately following an emergency (typically will students and staff are under an EVACUATION order) to determine if it is safe to resume occupancy of school facilities. An EMERGENCY DAMAGE ASSESSMENT should be performed following any event with the potential to cause damage school facilities or equipment.

Types of Emergencies & Specific Procedures

Aircraft Crash

In the event of a fallen aircraft, staff/supervisors should instruct staff to implement duck, cover and hold procedures. If building(s) or site is evacuated, all staff shall:

1. Maintain a safe distance from aircraft (for military aircraft, use greater caution.)
2. Shelter in place from plane, allowing for possible explosion.

In the event of explosion, the Superintendent or designee should determine the extent of damage and the potential for life threatening hazards. If explosion is in or near building, immediately order evacuation according to site plan. The Superintendent or designee should check with staff to ensure safety of and accountability for all staff. The Superintendent or designee should ensure that no one returns to buildings for ANY reason until such buildings are officially declared safe by city fire department, district maintenance staff or military personnel.

Animal Disturbance

If there is a rabid or uncontrollable animal on campus, implement this procedure when any wild animal threatens the safety of the students and staff

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Isolate the students from the animal. Close doors and lock tables as a means to isolating the animal.
If the animal is outside, keep students inside and institute Secure Campus.
If the animal is inside, initiate an EVACUATION outside to a protected area away from the animal
Contact the Marin Humane Society for assistance in removing the animal.
If the animal injures anyone, seek medical assistance from the school nurse.
Notify parent/guardian and recommended health advisor.

STAFF/TEACHER ACTIONS:

If the animal is outside, keep students inside. Lock doors and keep students away from the windows.
If the animal is inside, EVACUATE students to a sheltered area away from the animal.
Notify the principal if there are any injuries.

Armed Assault on Campus

The campus intruder is defined as a non-student or a student on suspension who loiters or creates disturbances on school property. Intruders are committing the crime of Criminal Trespass. Dangerous and/or concealed weapons are forbidden on school premises unless carried by law enforcement officers.

Low level:

- Have the person(s) under suspicion kept under constant covert surveillance.
- Approach and greet the intruder in a polite and non-threatening manner.
- Identify yourself as a school official.
- Ask the intruder for identification.
- Ask them what their purpose is for being on campus.
- Advise intruder of the trespass laws.
- Ask the intruder to quietly leave the campus or invite him/her to accompany you to the office.

- If the intruder refuses to respond to your requests, inform him/her of your intention to summon law enforcement officers.
- If the intruder gives no indication of voluntarily leaving the premises, notify Police and Administration.

If Intruder(s) are on playground or grounds at brunch or lunch time:

- Outdoor Supervisors should notify the office by radio and move all students into cafeteria/gym/classrooms unless otherwise directed.
- Lock exit doors to cafeteria/gym.
- Spread SHELTER IN PLACE or LOCKDOWN/Active shooter alarm throughout rest of school as appropriate.

Staff and students should sit quietly if the situation is in their presence. TRY to remain calm. Staff should set the example if the armed intruder is in their presence by doing anything possible for the staff member and students to survive. If gun fire starts, staff and students should seek cover or begin rapid movement procedures.

- Do not engage in a conversation or try to persuade the intruder to leave your classroom or school. Remember, you are in an illogical situation so any logical argument may go unheard. The intruder is probably aware of the potential danger that he/she would be facing if he/she left the classroom. The intruder may perceive himself/ herself as being sane.
- If the intruder speaks to you or to your students, then answer him or her. Do not provoke him or her. Don't try to take matters into your own hands. Students should be told not to whisper to one-another, laugh, or to make fun of the intruder. Remember, the intruder is disturbed and probably mentally ill, and more than likely paranoid. Any whispering or laughter may be perceived by the intruder as directed at him or her.
- Students should be taught to respond on their own when threatened. Incidents can occur which leave no time for signals. If students are outside unable to find access a room, they should, depending on the situation, initiate Action "TAKE COVER" position or run in a zig-zag fashion to the staging areas and STAY CALM.
- If and when possible, call Administration and/or 9-1-1.

An Active shooter/Lockdown Alert is sounded if there is a sniper, armed intruder or active shooter on campus. Staff members have a very limited amount of time in which to commit to a course of action. Immediately assess both the situation and the surrounding environment and responds to the situation based upon the Active shooter Training and drills. This is also true for your students who may need to become resources for substitutes or who are alone when an event occurs.

Remember, the Active shooter response is a partnership with local law enforcement.

Immediate actions should include:

- Students and staff go into classrooms/buildings or run to off-site evacuation areas.
- LOCKDOWN includes building door barricades, internal barricades, covering windows and turning off/dimming lights.
- Notify administration
- Call 9-1-1 if you know the location of the shooter, the description or identity of the shooter or if you need medical direction for a victim.
- Administration notifies the Superintendent

Intermediate activities:

- Place a red card under the door/in a window if you have a serious injury in the classroom.
- Take roll
- Conduct anxiety-reducing activities

Evacuation:

- Prepare students and yourself for a quick evacuation
- Follow directions of law enforcement when they arrive

Biological or Chemical Release

Materials

POISONING:

If a student ingests a poisonous substance:

- Call Poison Control Center Link Line 1-800-222-1222. Take appropriate first aid measures.
- Call parents.
- Notify the Health Services Office.

Following any emergency, notify the District Superintendents' Office CHEMICAL SPILL ON SITE:

The following are guidelines for Chemical Spills:

- Evacuate the immediate area of personnel
- Determine whether to initiate Shelter In Place Protocol
- Secure the area (block points of entry)
- Identify the chemical and follow the procedures for that particular chemical.
- Notify the District Office.

CHEMICAL SPILL OFF SITE INVOLVING DISTRICT EQUIPMENT/PROPERTY

- Notify the District Office (530)-538-2300, extension 1107 with the following information:

v' Date, time, and exact location of the release or threatened release

v' Name and telephone number of person reporting

v' Type of chemical involved and the estimated quantity v' Description of potential hazards presented by the spill v' Document time and date notification made

v' Other emergency personnel responding (Highway Patrol, CALTRANS, etc.)

- Locate a fire extinguisher and have present, should the need arise
- Place reflective triangles or traffic cones if in street or highway. DO NOT LIGHT FLARES!
- If spill response equipment is available use it to take the necessary measures to prevent the spill from spreading.

Reporting Chemical Spills

Once an emergency spill response has been completed, the person reporting the initial spill must complete a SPILL RESPONSE EVALUATION. The incident must be reported to the Superintendent WITHIN 24 HOURS OF THE SPILL.

Spill Clean Up

Chemical Spills may not be cleaned up by school personnel. Call the District Office at (530)-538-2300, extension 1107. The cleanup will be coordinated through a designated contractor.

HAZARDOUS SUBSTANCES

Hazardous Substances include the following, but is not limited to the following:

Gasoline Solvents Motor Oil Diesel Fuel Kerosene Anti-Freeze
Airborne Gases/Fumes

Lacquer Thinner Paint
Agricultural Spray Paint Thinner Stain
Brake Fluid

Always call for assistance:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination
- Move people/personnel away or evacuate from contamination area

If the spill is too great to handle, contact the District Office (530)-538-2300, extension 1107.

Staff and students will evacuate the area immediately, if appropriate. Move uphill, upwind, upstream if possible.
VEHICLE FUEL SPILL

When a spill has occurred, the first thing to do is to keep the situation from worsening. Follow these steps:

- Shut off emergency switch
- Avoid skin contact
- Isolate the spill from people and vehicles by blocking all points of entry
- D Stop and evaluate any hazards
- Prevent discharge into storm drains. Divert the flow by sealing off areas with absorbents. Prevent runoff. Use absorbent "socks" or "booms" to contain the spill
- Identify the source, estimated quantity spilled and stop further release(s) - IF IT CAN BE DONE SAFELY
- Take care of any injured
- Notify the District Office.

- If the spill is unmanageable, contact the Fire Department by calling 9-1-1

If, after attempted containment, the release still poses either a present or a potential threat, notify the California Office of Emergency Services and local emergency assistance organizations (fire, police, etc.). Give the following information:

- Date, time, and exact location of the release
- Name and telephone number of persons reporting the release
- The type of fuel spilled and the estimated quantity
- Description of potential hazards presented by the fuel spill
- Document the time and date notification was made and the information provided
- A written report to the appropriate office of the California Department of Health Services is required within 15 days after the incident. Contact the District for assistance with this report.

Bomb Threat/ Threat Of violence

Bomb Threat

Most likely, threats of a bomb or other explosive device will be received by telephone.

THE PERSON RECEIVING THE BOMB THREAT WILL:

- Attempt to gain as much information as possible when the threat is received. Do not hang up on the caller.
- Use the "bomb threat checklist" form (attached) as a guide to collect the information needed. Don't be bashful about asking direct, specific questions about the threat. Keep the caller on the phone as long as possible. If the threat is received by phone, attempt to gain more information.

The most important information is:

- When will the bomb explode and where is the bomb located?
- Immediately after receiving the bomb threat, the person receiving the call will verbally notify the building administrator of the threat received. Complete the "bomb threat checklist" form (attached).
- Turn off cellular phones and/or walkie-talkie radios (transmits radio waves--could trigger a bomb).

BUILDING ADMINISTRATOR WILL (IF NECESSARY):

- Call 9-1-1. Give the following information:
./ Your name
./ Your call-back phone number
./ Exact street location with the nearest cross street
./ Nature of incident
./ Number and location of people involved and/or injured
- Notify Superintendent's Office.
- Evacuate involved buildings using fire drill procedures. Principal must have Superintendent's permission to evacuate the entire site.
- Implement a systematic inspection of the facilities to determine if everyone is out.
- Fire Department or Police Officers shall organize a search team to check for suspicious objects; a bomb can be disguised to look like any common object. Site employees should be ready to assist as needed.
- Maintain an open telephone line for communications.
- Secure all exits to prevent re-entry to buildings during the search period.

- Be certain people stay clear of all buildings; a bomb(s) may be planted against an outside wall. The blast will be directed in large part away from the building.
- Re-occupy buildings only when proper authorities give clearance

Business and Non-instructional Operations

Transportation Safety and Emergencies

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus. If no defect or deficiency is discovered or reported, the driver shall so indicate on the report. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver, and was manufactured on or after July 1, 2005
2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or for carrying 20 or fewer passengers and the driver if the bus has a manufacturer's vehicle weight rating of 10,000 pounds or less, and was manufactured on or after July 1, 2004

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher, located in the driver's compartment, which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Child Safety Alert System

In accordance with Vehicle Code 28160, each school bus or student activity bus shall be equipped with an operational child safety alert system at the interior rear of the bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

A student activity bus that does not have a child safety alert system may be used only if all of the following apply: (Vehicle Code 28160)

1. The student activity bus is not used exclusively to transport students.
2. When the student activity bus is used to transport students, the students are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer. (cf. 1240 - Volunteer Assistance)
3. One adult chaperone has a list of every student and adult chaperone, including a school employee, who is on the student activity bus at the time of departure.
4. The driver has reviewed all safety and emergency procedures before the initial departure, and the driver and adult chaperone have signed a form, with the time and date, acknowledging that the safety plan and procedures were reviewed.
5. Immediately before departure from any location, the adult chaperone shall account for each student on the list of students, verify the number of students to the driver, and sign a form indicating that all students are present or accounted for.
6. After students have exited a student activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.
7. The driver shall sign a form with the time and date verifying that all required procedures have been followed.
8. The information required to be recorded pursuant to items #4, 5, and 7 may be recorded on a single form and shall be retained by the district for a minimum of two years.

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 3543 (c)

Transportation Safety and Emergencies (Cont.)

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5) (cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determination of whether students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. Boarding and exiting a school bus at a school or other trip destination
4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or, if applicable, youth bus
5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus.

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Parental Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone

5. Instructions for safely walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.
2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
 - a. Proper loading and unloading procedures, including escorting by the driver
 - b. How to safely cross the street, highway, or private road
 - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use
 - d. Proper passenger conduct
 - e. Bus evacuation procedures
 - f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit. Each time the above instruction is given, the following information shall be documented:

- a. District name
- b. School name and location
- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.

(cf. 3580 - District Records)

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident.
(13 CCR 1234)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.
(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

Legal Reference:

EDUCATION CODE

39830-39843 Transportation, school buses

39860 Contract for transportation; requirement that student not be left unattended

51202 Instruction in personal and public health and safety

PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and student activity bus

22112 Loading and unloading passengers

23123.5 Use of wireless telephone or communications device while driving; exceptions

23125 Use of wireless telephone prohibited while driving school bus

27316-27316.5 Passenger restraint systems

28160 Child safety alert system

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses

34501.6 School buses; reduced visibility

34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations

CODE OF REGULATIONS, TITLE 5

14100-14105 School buses and student activity buses

CODE OF REGULATIONS, TITLE 13

1200-1294 Motor carrier safety

2480 Airborne toxic control measure; limitation on bus idling

CODE OF REGULATIONS, TITLE 19

574-575.3 Inspection and maintenance of fire extinguishers

CODE OF FEDERAL REGULATIONS, TITLE 49

571.1-571.500 Motor vehicle standards, including school buses

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Passenger Restraints Frequently Asked Questions

WEB SITES

American School Bus Council: <http://www.americanschoolbuscouncil.org>

California Association of School Business Officials: <http://www.casbo.org>

California Association of School Transportation Officials: <http://www.castoways.org>

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 3543 (g)

Transportation Safety and Emergencies (Cont.)

California Department of Education, Office of School Transportation:

<http://www.cde.ca.gov/ls/tn>

California Highway Patrol: <http://www.chp.ca.gov>

National Transportation Safety Board: <http://www.nts.gov>

U.S. Department of Transportation, National Highway Traffic Safety Administration:

Disorderly Conduct

Disorderly conduct may involve a student or staff member exhibiting threatening or irrational behavior.

Procedure

1. Upon witnessing Disorderly Conduct, staff will immediately notify the School Administrator.
2. The School Administrator will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
3. The School Administrator will call Oroville Police Department 530-538-2448 or the Butte County Sheriff's Office 530-538-7321, and provide the exact location and nature of the incident. If determined to be appropriate, the School Administrator will call "911."
4. If an immediate threat is not clearly evident, the School Administrator or a staff member may attempt to diffuse the situation. Approach the perpetrator in a calm, non-confrontational manner and request he or she leave the campus. Avoid any hostile situations.
5. If the perpetrator is a student, an attempt should be made to notify the family. (Family members may provide useful information on handling the situation.)
6. The School Administrator will notify the District Superintendent of the situation.

Earthquake

Earthquake

DROP, COVER, and HOLD

Earthquake procedures in the classroom or office

At the first indication of ground movement, you should DROP to the ground. It will soon be impossible to stand upright during the earthquake. Getting to the ground will prevent being thrown to the ground.

You should seek protective COVER under or near desks, tables, or chairs in a kneeling or sitting position.

You should HOLD onto the table or chair legs. Holding onto the legs will prevent it from moving away from you during the quake. Protect your eyes from flying glass and debris with your arm covering your eyes.

You should remain in the DROP position until ground movement ends. Be prepared to DROP, COVER and HOLD during aftershocks.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures in other parts of the building

At the first indication of ground movement, you should DROP to the ground.

Take COVER under any available desk, table, or bench. If in a hallway, drop next to an inside wall in a kneeling position and cover the back of the neck with your hands.

After ground movement ends, check for injuries and safely evacuate the building. Move to a safe, open area, away from power lines and other overhead hazards.

Earthquake procedures while outside

At the first indication of ground movement, move away from overhead hazards such as power lines, trees, and buildings. DROP to the ground and COVER the back of the neck with your hands. Be aware of aftershocks. Do not enter buildings until it is determined safe to do so.

If walking to or from school, DO NOT RUN. Stay in the open. If the student is going to school, continue to the school. If going home, the student should continue to home.

While in a vehicle or school bus, pull over to the side of the road and stop. If on a bridge, overpass, or under power lines, continue on until the vehicle is away from the overhead dangers. Wait until the ground movement stops and check for injuries. Be aware of aftershocks, downed wires, or roads blocked by debris. The Bus Driver is legally responsible for the welfare of student riders.

Explosion or Risk Of Explosion

Emergency response will depend on the type of explosion (smoke bomb, chemical lab incident, etc.) and proximity to the school. All students should be kept away from the explosion and under supervision.

PRINCIPAL/SITE ADMINISTRATOR:

Determine whether site evacuation should be implemented. If so, sound fire alarm. This will automatically implement action to EVACUATE the building. EVACUATION may be warranted in some buildings but others may be used for SHELTER IN PLACE. Notify Fire Department (call 911). Provide school name, address, exact location within the building, your name and phone number and nature of the emergency.

Secure area to prevent unauthorized access until the Fire Department arrives.

Advise the District Superintendent of school status.

Notify emergency response personnel of any missing students.

Notify utility company of breaks or suspected breaks in utility lines or pipes. Provide school name, address, location within building, your name and phone.

Direct a systematic, rapid and thorough approach to search the building and surrounding areas. Check classrooms and work areas, public areas (foyers, offices, bathrooms and stairwells), unlocked closets, exterior areas (shrubbery, trash cans, debris boxes) and power sources (computer rooms, gas valves, electric panels, telephone panels).

Determine if Student Release should be implemented. If so, notify staff, students and parents.

If damage requires the school to be closed, notify parents and staff of school status and alternate site for classroom instruction. Do not return to the school building until it has been inspected and determined safe by proper authorities.

STAFF ACTIONS:

Initiate DROP, COVER AND HOLD ON.

If explosion occurred inside the school building, EVACUATE to outdoor assembly area. Keep students and staff at a safe distance from the building(s) and away from fire-fighting equipment.

Check to be sure all students have left the school site. Remain with students throughout evacuation process.

Upon arrival at assembly area, check attendance. Report status to site administrator immediately.

Render first aid as necessary.

Do not return to the building until the emergency response personnel determine it is safe to do so.

If explosion occurred in the surrounding area, initiate SHELTER IN PLACE. Keep students at a safe distance from site of the explosion.

Fire in Surrounding Area

A fire in an adjoining area, such as a wildland fire, can threaten the school building and endanger the students and staff. Response actions are determined by location and size of the fire, its proximity to the school and the likelihood that it may endanger the school community.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Determine if EVACUATION of school site is necessary.

Contact local fire department (call 911) to determine the correct action for your school site.

If necessary, begin evacuation of school site to previously identified safe site using school evacuation plan. If needed, contact bus dispatch for OFF-SITE EVACUATION.

Direct inspection of premises to assure that all students and personnel have left the building.
Notify the school district where the school has relocated and post a notice on the office door stating the temporary new location.
Monitor radio station for information.
Do not return to the building until it has been inspected and determined safe by proper authorities.

STAFF ACTIONS:

If students are to be evacuated, take attendance to be sure all students are present before leaving the building site.
Stay calm. Maintain control of the students a safe distance from the fire and firefighting equipment.
Take attendance at the assembly area. Report any missing students to the principal/site administrator and emergency response personnel.
Remain with students until the building has been inspected and it has been determined safe to return to.

Fire on School Grounds

Should any fire endanger the students or staff, it is important to act quickly and decisively to prevent injuries and contain the spread of the fire. All doors leading to the fire should be closed. Do not re-enter the area for belongings. If the area is full of smoke, students and employees should be instructed to crawl along the floor, close to walls, which will make breathing easier and provide direction. Before opening any door, place a hand an inch from the door near the top to see if it is hot. Be prepared to close the door quickly at the first sign of fire. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate that the "fire is out".

Within School Building

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Sound the fire alarm to implement EVACUATION of the building.
Immediately EVACUATE the school using the primary or alternate fire routes.
Notify the Fire Department (call 911).
Direct search and rescue team to be sure all students and personnel have left the building.
Ensure that access roads are kept open for emergency vehicles.
Notify District Office of situation.
Notify appropriate utility company of suspected breaks in utility lines or pipes.
If needed, notify bus dispatch for OFF-SITE EVACUATION.
Do not allow staff and students to return to the building until the Fire Department declares that it is safe to do so.

STAFF ACTIONS:

EVACUATE students from the building using primary or alternate fire routes Take emergency backpack and student kits. Maintain control of the students a safe distance from the fire and firefighting equipment.
Take attendance. Report missing students to the Principal/designee and emergency response personnel.
Maintain supervision of students until the Fire Department determines it is safe to return to the school building.

Near the School

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Notify the Fire Department (call 911). The Fire Marshall will direct operations once on site.
Determine the need to implement an EVACUATION. If the fire threatens the school, execute the actions above. If not, continue with school routine.

Flooding

Flooding could threaten the safety of students and staff whenever storm water or other sources of water threaten to inundate school grounds or buildings. Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur as a result of damage to water distribution systems such as failure of a dam or levee. If weather-related, an alert message will be broadcast over the weather radio station.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Issue STAND BY instruction. Determine if evacuation is required.
Notify local police department of intent to EVACUATE, the location of the safe evacuation site and the route to be taken to that site.
Delegate a search team to assure that all students have been evacuated.
Issue Off Site Evacuation instruction if students will be evacuated to a safer location by means of buses and cars.
Post a notice on the office door stating where the school has relocated and inform the District Office.
Monitor AM radio weather station KPAY Newstalk 93.9 for flood information.
Notify District Superintendent of school status and action taken.
Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.

STAFF ACTIONS:

If warranted, EVACUATE students using evacuation plan. Take the class roster, emergency backpack and student comfort kits. Take attendance before leaving the campus.
Remain with students throughout the evacuation process.
Upon arrival at the safe site, take attendance. Report any missing students to principal/site administrator and emergency response personnel.
Do not return to school building until it has been inspected and determined safe by property authorities.

BUS DRIVER ACTIONS:

If evacuation is by bus, DO NOT drive through flooded streets and/or roads. DO NOT attempt to cross bridges, overpasses or tunnels that may be damaged by flooding.

Loss or Failure Of Utilities

IT IS THE DISTRICT'S INTENT THAT SCHOOLS WILL REMAIN OPEN DURING A POWER OUTAGE.

There are several stages of alerts that are being broadcast over the radio:

- STAGE 1 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than the California Independent System Operator (CAISO) Minimum Operating Reserves criteria.
- STAGE 2 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than five (5) percent.
- STAGE 3 EMERGENCY indicates that the operating reserves in the real-time market are forecasted to be less than 1.5 percent.

If the district is notified of a STAGE 3 EMERGENCY, possible-affected sites will be contacted as soon as practicable. Once notified, turn off PCs, monitors, printers, copiers, and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer. Shut off lights in unoccupied rooms. In spite of everyone's best effort to communicate, it is possible that an outage will occur with no notice to the district.

PREPARING FOR AN OUTAGE

- Update each student's emergency card.

- Determine availability of portable lighting at site, i.e. flashlights & batteries.
- Find out that when power is lost, do emergency lights go on and do the "Exit" signs remain lit?
- Clear away materials and boxes from hallways and pathways.
- Check school district's PG&E Block list to determine in which PG&E block your site is located. As a note, Block 50's power will not be interrupted.
- Ask your teachers to have alternative teaching methods and plans to be used at STAGE 3 only.
- Conduct a survey of your site for the classrooms and offices with no windows and prepare relocation plans.
- Plan alternative communication methods that suit your site, such as runners, cell phones, or radios.
- Develop a site plan such as a buddy system or chaperone, for restrooms or any other necessary leave during this period.
- Have flashlights & replacement batteries available for the restrooms and other locations with no windows.
- Ask your staff and students to have seasonal warm clothing available.
- Use surge protectors for all computer equipment, major appliances and electronic devices.
- If you have electric smoke detectors, use a battery-powered smoke detector as a back-up.

DURING AN OUTAGE

- CONTACT MAINTENANCE & OPERATIONS IMMEDIATELY IF YOUR SITE IS EXPERIENCING A BLACKOUT.
- According to SBC (Telephone Company), phones connected directly to a phone jack will be operable. Phones that require power from an electrical outlet will not work.
- If an outage lasts more than 30 minutes, have pre-designated people walk through the campus and check on the status of individuals in each building.
- Use a buddy system when going to the restrooms.
- DO NOT USE barbeques, Coleman-type stoves, hibachis and other outdoor- cooking devices indoors.
- DO NOT USE candles or gas lanterns.
- Turn off PCs, monitors, printers, copiers, major appliances and lights when not in use or not needed. If you cannot turn off the whole computer, turn off the monitor and the printer.
- Shut off lights in unoccupied rooms.

The rolling outages should not last more than two hours and, with some preparation, business can be conducted as close to normal as possible.

If a power outage is prolonged, the principal should contact the Superintendent for directions (release students/staff, evacuation to another site, etc.)

Motor Vehicle Crash

A motor vehicle crash may result in a fuel or chemical spill on school property. If the crash results in a utility interruption, refer to the section on Utility Failure.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Notify police and fire department (call 911).

Determine immediate response procedures, which may include EVACUATION, or OFF-SITE EVACUATION which may include the use of busses or alternate transportation.

Arrange for first aid treatment and removal of injured occupants from building.

Secure area to prevent unauthorized access until the public safety officials (police, sheriff, fire department) arrive.

Ensure that students and staff remain at a safe distance from the crash.

Account for all building occupants and determine extent of injuries.

Notify District Superintendent.

STAFF ACTIONS:

Notify Principal.

Move students away from immediate vicinity of the crash.

EVACUATE students to a safe assembly area away from the crash scene. Take class roster/nametags and emergency backpack.

Check school site to assure that all students have evacuated.

Take attendance at the assembly area.

Report missing students to the principal /designee and emergency response personnel.

Maintain control of the students a safe distance from the crash site.

Care for the injured, if any.

Escort students back to the school site when emergency response officials have determined it is safe to return to the building.

Psychological Trauma

Recovering emotionally from disaster

Recovering emotionally from disaster

Recovering emotionally from disaster

Disasters such as hurricanes, earthquakes, transportation accidents or wildfires are typically unexpected, sudden and overwhelming.

For many people, there are no outwardly visible signs of physical injury, but there can be nonetheless an emotional toll. It is common for people who have experienced disaster to have strong emotional reactions. Understanding responses to distressing events can help you cope effectively with your feelings, thoughts and behaviors, and help you along the path to recovery.

What are common reactions and responses to disaster?

Following disaster, people frequently feel stunned, disoriented or unable to integrate distressing information. Once these initial reactions subside, people can experience a variety of thoughts and behaviors. Common responses can be:

Intense or unpredictable feelings. You may be anxious, nervous, overwhelmed or grief-stricken. You may also feel more irritable or moody than usual. Changes to thoughts and behavior patterns. You might have repeated and vivid memories of the event. These memories may occur for no apparent reason and may lead to physical reactions such as rapid heartbeat or sweating. It may be difficult to concentrate or make decisions. Sleep and eating patterns also can be disrupted — some people may overeat and oversleep, while others experience a loss of sleep and loss of appetite. Sensitivity to environmental factors. Sirens, loud noises, burning smells or other environmental sensations may stimulate memories of the disaster creating heightened anxiety. These “triggers” may be accompanied by fears that the stressful event will be repeated. Strained interpersonal relationships. Increased conflict, such as more frequent disagreements with family members and coworkers, can occur. You might also become withdrawn, isolated or disengaged from your usual social activities. Stress-related physical symptoms. Headaches, nausea and chest pain may occur and could require medical attention. Preexisting medical conditions could be affected by disaster-related stress.

How do I cope?

Fortunately, research shows that most people are resilient and over time are able to bounce back from tragedy. It is common for people to experience stress in the immediate aftermath, but within a few months most people are able to resume functioning as they did prior to the disaster. It is important to remember that resilience and recovery are the norm, not prolonged distress.

There are a number of steps you can take to build emotional well-being and gain a sense of control following a disaster, including the following:

Give yourself time to adjust. Anticipate that this will be a difficult time in your life. Allow yourself to mourn the losses you have experienced and try to be patient with changes in your emotional state. Ask for support from people who care about you and who will listen and empathize with your situation. Social support is a key component to disaster recovery. Family and friends can be an important resource. You can find support and common ground from those who've also survived the disaster. You may also want to reach out to others not involved who may be able to provide greater support and objectivity. Communicate your experience. Express what you are feeling in whatever ways feel comfortable to you — such as talking with family or close friends, keeping a diary or engaging in a creative activity (e.g., drawing, molding clay, etc.). Find a local support group led by appropriately trained and experienced professionals. Support groups are frequently available for survivors. Group discussion can help you realize that you are not alone in your reactions and emotions. Support group meetings can be especially helpful for people with limited personal support systems. Engage in healthy behaviors to enhance your ability to cope with excessive stress. Eat well-balanced meals and get plenty of rest. If you experience ongoing difficulties with sleep, you may be able to find some relief through relaxation techniques. Avoid alcohol and drugs because they can be a numbing diversion that could detract from as well as delay active coping and moving forward from the disaster. Establish or reestablish routines. This can include eating meals at regular times, sleeping and waking on a regular cycle, or following an exercise program. Build in some positive routines to have something to look forward to during these distressing times, like pursuing a hobby, walking through an attractive park or neighborhood, or reading a good book. Avoid making major life decisions. Switching careers or jobs and other important decisions tend to be highly stressful in their own right and even harder to take on when you're recovering from a disaster.

In addition to these recommendations, APA's Road to Resilience brochure describes steps that you can take to build resilience — the process of adapting well in the face of adversity, trauma, tragedy, threats or significant sources of stress.

When should I seek professional help?

If you notice persistent feelings of distress or hopelessness and you feel like you are barely able to get through your daily responsibilities and activities, consult with a licensed mental health professional such as a psychologist. Psychologists are trained to help people address emotional reactions to disaster such as disbelief, stress, anxiety and grief and make a plan for moving forward. To find a psychologist in your area, visit APA's Psychologist Locator.

Thanks to psychologists Kevin Rowell, PhD, and Rebecca Thomley, PsyD, for their assistance with this article.

Revised August 2013

Resources

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Bonanno, G. A., Papa, A., & O'Neill, K. (2001). Loss and human resilience. *Applied and Preventive Psychology*, 10 (3), 193-206. doi: 10.1016/S0962-1849(01)80014-7

Butler, L. D., Koopman, C., Azarow, J., Blasey, C. M., Magdalene, J. C., DiMiceli, S., ... & Spiegel, D. (2009). Psychosocial predictors of resilience after the September 11, 2001 terrorist attacks. *The Journal of Nervous and Mental Disease*, 197 (4), 266-273. doi: 10.1097/NMD.0b013e31819d9334

Silver, R. C., Holman, E. A., McIntosh, D. N., Poulin, M., & Gil-Rivas, V. (2002). Nationwide longitudinal study of psychological responses to September 11. *JAMA: The Journal of the American Medical Association*, 288 (10), 1235-1244. doi: 10.1001/jama.288.10.1235

Suspected Contamination of Food or Water

This procedure applies if there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies or suspicion of possible food/water contamination. Indicators of contamination may include unusual odor, color and/or taste or multiple individuals with unexplained nausea, vomiting or other illnesses.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Call 911.

Isolate suspected contaminated food/water to prevent consumption. Restrict access to the area.

Maintain a log of affected students and staff and their systems, the food/water suspected to be contaminated, the quantity and character of products consumed and other pertinent information.
Provide list of potentially affected students and staff to responding authorities.
Provide staff with information on possible poisonous materials in the building.
Notify District Superintendent of situation and number of students and staff affected.
Confer with Department of Health and Human Services before the resumption of normal school activities.
Prepare communication for families advising them of situation and actions taken.

STAFF ACTIONS:

Notify principal/site administrator.
Call the Poison Center Hotline 1-800-222-1222.
Administer first aid as directed by poison information center.
Seek additional medical attention as needed.

PREVENTATIVE MEASURES:

Keep poisonous materials in a locked and secure location.
Post the Poison Control Center emergency number in the front office, school clinic and on all phones that can call outside.
Post the names of building personnel who have special paramedic, first aid training or other special lifesaving or life-sustaining training.

Tactical Responses to Criminal Incidents

The California Education Code establishes the basic framework for school districts to take steps to make schools safe. Each school in a district is required to develop a comprehensive school safety plan "that addresses the safety concerns identified through a systematic planning process." (Ed. Code, § 32280.) A "safety plan" is "a plan to develop strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on the school campus." (Ed. Code, § 32280.) The plan must be annually reviewed and updated by March 1. (Ed. Code, § 32286.)

Generally, the school site council is responsible for developing the safety plan. (Ed. Code, § 32281.) However, in lieu of the school site council, a school district or county office of education may elect to develop confidentially the portions of the safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, otherwise known as a "tactical response plan." (Ed. Code, § 32281(f)(1).) The term "tactical response" means the "steps taken to safeguard pupils and staff, to secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators." (Ed. Code, § 32281(f)(2).) When developing a tactical response plan, district or county officials must consult with law enforcement officials and invite representatives of exclusive bargaining units of district employees to participate. (Ed. Code, § 32281(f)(1).)

Unlawful Demonstration or Walkout

A civil disturbance is an unauthorized assemblage on the school grounds with the potential to:

disrupt school activities;
cause injury to staff and students; and/or
damage property.

Precautionary measures must be taken to keep school personnel and students from undue exposure to danger. Efforts should be made to remain calm, to avoid provoking aggression, and to keep students in their classrooms.

Inside School

STAFF ACTIONS:

Report disruptive circumstances to principal/site administrator.
Avoid arguing with participant(s).
Have all students and employees leave the immediate area of disturbance.
Lock doors. Account for all students and remain in classroom unless instructed otherwise by the principal or law enforcement.
Stay away from windows and exterior doors.

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

If the students are engaging in civil disobedience, keep the students confined to one room in the school building.
Set up a communication exchange with the students, staff and principal. Try to restore order.
If unable to calm students and violent or uncontrolled behavior is probably, notify police of situation and request assistance.
Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

Outside of School

PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Call 911.
Move any students who are outside into the school building. If unable to do so, have students lie down and cover their heads.
Once students are in the school building, lock and secure all exterior doors, including restrooms. Have custodians remove trash containers and other burnable items from public access.
Cancel all outside activities.
Maintain an accurate record of events, conversations and actions.
Assign staff members to assist nurse as necessary.

STAFF ACTIONS:

Close and lock classroom doors. Close all curtains and blinds. Keep students away from windows and take precautions to protect them from flying glass in the event windows are broken.
Instruct students to DUCK AND COVER, lie on the floor and keep students calm.
Care for the injured, if any.
Remain with students within locked classrooms until all clear is given, regardless of bells and the school schedule.

Emergency Evacuation Map

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: FCCLA State Leadership Meeting & Competitions + Disneyland Leadership Class

Date(s): April 21-26, 2022 Hours: All Day

Location: Riverside, CA Riverside Convention Center + Disneyland

Funding Source(s): VEA

Teacher Responsible for Supervision/First Aid: Sandy Smith

Name Students Attending Activity (attach list if large group): Edwin Thao, Beauty Yang, Hannah Fick,
April Lee, Toni Doss.

Chaperones: Paula Blaney

*Male advisors from other sites will also be present.

Pre-Trip Activities: Prepare competitions. Practice

Trip Activities: Attend Disneyland's leadership experience workshop

Attend FCCLA State leadership Meetings and Competitions.

Post-Trip Activities: Competition review and reflection.

Possible trip to Nationals.

Additional Information: Will be flying out of Sacramento airport to Ontario, CA.

Rental car from airport to hotel.

Permission Slip Completed for Each Student? ☒ Yes

☐ No

Transportation: ☐ School Bus*

☐ Van/Suburban*

☐ Charter Bus**

☐ Employee Vehicle***

☐ Volunteer Vehicle***

☒ Rental Vehicle***

Teacher's Signature: Sandy Smith

Date: 1-23-22

Principal's Signature: John Jelleco

Date: 1/25/22

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
Request for Board Approval to Participate in a "High Risk" Activity

Activity: FCCLA Spring Leadership Meeting & Competition + Disneyland Leadership Event

Date(s): April 21-26, 2022 Hours: All Day

Location(s): Riverside, CA Riverside Convention Center + Disneyland

Individuals Responsible for Supervision: Sandy Smith

Cell Phone # for the Above Individuals: (530) 712-5414

Additional Chaperones: Paula Blaney

List of Students Attending Activity (attach list if additional space is needed):
Beauty Yang, Edwin Thao, Hannah Fick, April Lee, Toni Doss

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: _____
Constant supervision by adult near pool area when students are present

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: Sandy Smith

Date: 1-24-22

Principal's signature: _____

Date: _____

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: Pool present at hotel. Students will be supervised by an adult at all times around pool area.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

Name of certified life guard (if applicable): _____

First Reading of BP's and AR's

AR 1330 (Use of School Facilities)

Private parties (birthdays, weddings, etc.) was added to the list of restricted activities.

AR/E 3515 (Campus Security)

The facilities department is in the process of rekeying the entire district to improve safety. The AR has been updated to reflect new policies and procedures that are being put in place. A Key Request Form has been added as an exhibit.

Community Relations

Use of School Facilities

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

Use of School Facilities (Cont.)

10. Other purposes deemed appropriate by the Governing Board

Classification of Users

Group I - Free Use

Free Use Activities are typically scheduled when custodial staffs are on duty; otherwise charges are levied based on the specific length of use. Free Use groups consist only of non-discriminatory, non-profit organizations, or associations organized to promote youth and school activities. Groups eligible for Free Use consist of the following categories:

- Associated Student Body (ASB) organizations, school clubs, or groups as defined by Board policy
- Fund-raising events or meetings for which admission fees charged or contributions solicited are expended for the welfare of the District's pupils
- Parent-Teacher Associations
- School community advisory councils
- Regular business meetings of employee-related organizations, such as:
 - Administrators Association
 - California Teachers Association
 - California School Employees Association
 - Other employee organizations approved by the District
- Youth Organizations such a Girl Scouts, Boy Scouts, and Camp Fire
- Senior Citizen Organizations
- Oroville Public Agencies

Group II - Direct Cost Recovery Use

Direct Cost Recovery Use applies to groups that are authorized free use but are using facilities after hours incurring additional costs and groups not authorized "Free Use" and whose purposes are not in conflict with the educational programs or goals of the District. Direct Cost Recovery Use is defined as a proportionate share of the costs of supplies, utilities, custodial services, services of school district employees, and salaries paid to school district employees directly associated with operation and maintenance of the school facilities and grounds involved, attributable to the organization's use of the grounds or facilities.

If the group's use includes non-classroom space and/or school grounds, the Direct Cost Recovery will also include a share of the costs for maintenance, repair, restoration, and refurbishment of the school facilities or grounds proportional to the group's use of the facilities or grounds. However, for the classroom-based programs that operate after school hours, including, but not limited to, after-school tutoring, and child care programs, the Direct Cost Recovery shall not include the cost of maintenance, repair, restoration, or refurbishment of the facilities or grounds.

Typically, these groups may use the Direct Cost Recovery Use fee schedule provided no admission or donation is charged or solicited for the activity, or those groups whose proceeds go directly to school or community purposes. Activities and groups eligible are typically other non-profit organizations which are not associated with the District.

Use of School Facilities (Cont.)

Direct Cost Recovery Use typically includes, but is not limited to, the following groups:

- Civic and Service Groups, such as:
 - Kiwanis, Rotary, Lions, etc.
 - Chamber of Commerce
 - League of Women's Voters
- Religious Organizations. Conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
- Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious beliefs or denomination
- Civic organizations, community councils, civic associations, and neighborhood awareness groups for discussion of community governance issues, community development and redevelopment, governmental services issues, and community recreational issues
- Organizations whose sole purpose is providing free educational programs to all District students and parents
- District partners with an approved partnership agreement when the activity is noncommercial, does not advertise the business, and is free to the participants
- Community youth centers for athletic, recreational, music and art, and core curriculum educational activities
- Other non-profit groups using school facilities or grounds for activities

Those groups listed above under "Free Use" that use the facilities outside the normal workday, such as weekends and nights, shall incur additional costs for their use.

Group III - Fair Rental Value Use

Fair Rental Value Use applies to groups that use the facilities for entertainment, meetings, or classes for which admission is charged or contributions are solicited and the net receipts are not expended for charitable purposes or for the welfare of the District's student's. Fair Rental Value Use reflects the estimated direct costs to the District, plus the amortized costs of the facilities or grounds used for the duration of the authorized activity. Amortized costs are computed on replacement costs on an appropriate basis based on hours of use per year.

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law

Use of School Facilities (Cont.)

2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco
4. Any private parties (birthdays, weddings, etc.)

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

**USE OF FACILITIES FEE SCHEDULE
(Per Hour)**

HOURLY RENTAL RATES				
	<u>Direct Cost (Group II)</u>		<u>Fair Rental (Group III)</u>	
	Min/1st Hour	Add'l Hours	Min/1st Hour	Add'l Hours
Classrooms	\$60.00	\$10.00	\$65.00	\$10.00
Gyms	\$80.00	\$50.00	\$100.00	\$65.00
Weight Room	\$60.00	\$10.00	\$65.00	\$10.00
Student Union	\$65.00	\$10.00	\$70.00	\$15.00
Kitchens	\$85.00	\$30.00	\$85.00	\$30.00
Library	\$65.00	\$10.00	\$75.00	\$15.00

Use of School Facilities (Cont.)

HOURLY RENTAL FOR FIELD FACILITIES				
High School Fields	Direct Rental		Fair Rental	
	Minimum/ 1st Hour	Add'l Hour	Minimum/ 1st Hour	Add'l Hour
	\$60.00	\$30.00	\$60.00	\$30.00

HARRISON STADIUM				
	Direct Rental		Fair Rental	
	Minimum/ 1st Hour	Add'l Hour	Minimum/ 1st Hour	Add'l Hour
	\$125.00	\$50.00	\$185.00	\$110.00
Without Lights				
With Lights	\$150.00	\$75.00	\$210.00	\$135.00

The District may also consider implementing a yearly inflationary increase to the above rates.

THE FOLLOWING CHARGES APPLY TO ALL GROUPS

Staff (Site-Attendant, Custodial, Sound):

Should any group prefer to use school facilities when custodial services are not normally available, the district may charge a fee to open or close the facility at \$58 per call back. Groups requesting to use kitchen facilities will be required to have an OUHSD food service employee present while the kitchen is being used. An hourly fee will be charged when additional staff is employed to supervise and/or clean the facility. Fee will be current overtime salary rate plus benefits for a minimum of 2 hours.

An additional charge for a district employee to operate the sound system may be assessed at the district's discretion.

Adopted: 11/89
Amended: 4/16/08, 3/16/11, 7/17/13, 5/6/15, 11/18/20

Business and Non-instructional Operations

Campus Security

The Superintendent or Facilities Director shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti as well as implementing campus beautification projects, which may include students and the community in these projects.

4. Control access to keys and other school inventory

5. Detect and intervene with school crime

These strategies may include creating increasing adult presence and supervision, establishing an anonymous crime reporting system, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

All Universals and Campus Supervisors shall receive training in building and grounds security procedures and emergency response.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

Campus Security (Cont.)

Keys

All keys used in a school shall be the responsibility of the facilities department and will remain property of the district. Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The facilities department shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall be used only by authorized employees and shall never be loaned to students. The site master key shall not be loaned. Pursuant to Penal Code 469, a person who knowingly possesses, duplicates, uses, or attempts to use or duplicate a key without authorization may be guilty of a misdemeanor.

No person or department shall knowingly receive, borrow, or possess any key for any space without receiving permission from a person duly authorized to give permission to possess such key.

Key Holder Responsibilities

Any person issued a key shall be responsible for its safekeeping.

1. Key holders shall not store keys in desk drawers or other unsecured area
2. Key holders shall use keys for access to authorized locks only.
3. Key holders shall not use their key(s) to grant access to non-authorized individuals.
4. Key holders entering locked building or spaces are responsible for re-securing all doors and locks and shall not prop open any doors.
5. Key holders shall immediately report any lost, missing, stolen or damaged keys to the facilities department.
6. Key holder understands that the duplication of keys is prohibited.
7. Any violation of these policies may result in disciplinary action, up to and including termination.

The following key control procedures shall be followed by all school district staff.

Key Control

Only the Superintendent or Director of Facilities shall ensure that the district's campus security plan includes procedures to:

1. Provide manageable controls for the distribution and accountability of keys.
2. Ensure and maintain the integrity of the lock and key system.
3. Minimize financial losses to the district resulting from unauthorized entry.

Campus Security (Cont.)

Application

1. Only the Superintendent or Director of Facilities can authorize lock changes that require changes in master keys.
2. Site master keys may be issued to permanently assigned school site/district administrators, facilities staff, custodians, universals, campus supervisors and School Resource Officers/Deputies. Site master keys will shall only be issued to any other personnel with approval from the Superintendent or the Assistant Superintendent of Business/CBO.
3. Each Principal shall designate a school control key designee who will be involved in administering this policy, but they cannot delegate their responsibility. The site principal or school key control designee who issues a site key is responsible for compliance with all district regulations that apply to the issuance and custody of keys.
4. The facilities department shall keep key records as described under Key Issuance Procedures.
 - a. All records shall be kept current at all times and are to be considered high security and confidential.
 - b. All transactions will be recorded in a timely manner.
 - c. Records shall be securely stored.
 - d. Standard forms shall be used
 - e. All keys should only be marked with a blind code number that does not in any way reflect its usage or level.
 - f. The use of standard key coding to mark cylinders or keys is not allowed.
 - g. All keys issued shall contain an inventory or serial number that reflects the total number of keys issued and provides a unite identifier for every copy.
 - h. Keys shall not be stamped with bittings.
5. All authorized spare keys for use by substitute custodians and substitute teachers shall be kept in a locked key cabinet, file, vault or safe.
 - a. The school principal or school key control designee will issue room keys as appropriate to designated teachers and classified substitutes (except substitute custodians). All site facilities have keys in stock for this situation. These keys are to be returned at the end of the assignment/day(s). Temporary and substitute personnel will not be issued site master keys.

Campus Security (Cont.)

- b. Site master keys are maintained at the work location for substitute custodian use and must be turned in to the Lead Custodian or site designee at the end of the shift to be locked in an approved secure location. These key sets are not to leave the facility for any reason.
6. Only authorized District Office staff can issue of keys to user groups requesting key access to rooms, buildings, offices and other district owned facilities.

Key Issuance Procedures

1. Obtain authorization from appropriate site or district administrator, in accordance with Key Control Rules and Regulations.
2. Authorized site or district administrator will make formal request for keys to the facilities department via the District Work Order System and Key Request Form.
3. The site or district administrator or department supervisor will receive and sign for authorized keys issued by facilities department.
4. An employee who leaves the district must return their key to their site administrator or supervisor.
5. Duplication of outstanding (unaccounted) keys will not be issued.

Distribution of Keys

1. The site and district administrators, Custodians, Universals, Campus Supervisors, School Resource Officers/Deputies, and the school key control designee are authorized to have site master keys.
2. Support staff, teachers, and substitute teachers will be assigned individual room keys.
3. The facilities department or the school key control designee will issue only one key per classroom to the assigned teacher.
4. Site cafeteria and food service storerooms are assigned keys separate from the site's master key and are only available to food services staff.
5. Site staff may be assigned a separate key for site restrooms and staff lounges.
6. Gate keys open locks to exterior gates. These locks are to be used exclusively for gates.
7. Gate keys are assigned by the facilities department or the school key control designee. Non-district provided locks are prohibited.

Distribution of Keys to Non-District Employees

The following key distribution procedures apply to non-employees of the district:

Campus Security (Cont.)

1. Request for keys by authorized non-employees to use district facilities will be processed through the Facility Use Request process. Upon the approval of issuing keys, the key(s) will be issued by district office staff. A \$25 deposit will be required from the non-employee for key issued under this provision.
2. Contractors will be required to submit a deposit in the amount of \$750 for each building key and \$500 for each gate key issued to their employees. Deposit to be returned upon completion of contract and return of issued key(s).

Key Security

1. Only authorized facilities staff are approved to duplicate any keys. Duplication by anyone else is in willful violation of the key control policy. Violation of any of these enforcement policies may result in disciplinary action, up to and including dismissal.
2. The employee who violates this policy will be held financially liable for damage or loss to district property resulting from such action, and may be denied the privilege of having a key. Please note responsibility and legality regarding keys as follows:

Excerpt from the Penal Code by the State of California. "#469.7 [Knowingly making, duplicating or possessing etc., key to premises owned by state or subdivision.] Any person who knowingly makes, duplicates, causes to be duplicated, or uses, or has in his possession any key to a building or other area owned, operated, or controlled by the State of California, any state agency, board or commission, a county, city or any public school or area of his designated representative and with knowledge of the lack of such authorization is guilty of a misdemeanor. [1970 ch 1090 S.I.] 21 Cal Jur 3d criminal Law #2499."

3. All locksmith services, including repair, changes, replacements, duplication and addition of keys or locks within a site facility shall be procured only through the facilities department. Site facilities used in this policy, shall include door locks, alarm coded locks, desk locks, district vehicles, gates, etc., excluding student lockers.
4. Keys no longer needed shall be returned to the immediate supervisor or facilities department.

The key system is designed to correspond to room and lock numbers. No changes are to be made to the assigned room numbers unless authorized by the Assistant Superintendent of Business or his/her designee, as this will affect district records and inventories.

1. Keys are not to be issued, loaned or used by students at any time. Keys found with students will be collected and turned over to the site administrator, who will then contact the facilities department.
2. Keys are not to be left out in the open unsecured day or night. Key holders shall not store keys in desk drawers or other unsecured areas.

Campus Security (Cont.)

Lost/Stolen/Missing and Non-Returned Keys

1. In the event of a suspected or known loss, theft, or unauthorized use of keys, the site or district administrator shall notify the facilities department immediately.

A lost key may result in restitution and/or disciplinary action.

The site or district administrator must process a work order and Key Cut Request Form to the facilities department for any key replacement.

Electronic Access Control

Routine admittance to electronically locked district facilities or areas within the facilities required for the performance of an employee's assigned duties or authorized users will be provided through the granting of electronic access.

Electronic access to buildings, offices, and other facilities may only be granted to a district employee or approved user group(s) upon proper authorization by the Assistant Superintendent of Business or designee. Electronic access may not be granted to a student.

Procedures

Site and district administration will be responsible for initiating request for electronic access to their facility/building(s) by district employees and other authorized users by submitting a work order request to the facilities department, which will include the following information:

1. Name of the person to whom electronic access is being requested.
2. Building(s) for which electronic access is to be granted (one item per line).
3. Specific days of the week and timeframes for requested access. (Include a start date and end date for electronic access)
4. Room number(s) for which electronic access is to be granted.
5. Justification for access.

The facilities department will have an Internal Access Control Process and/or procedures to track all electronic access granted upon request by the department including the following:

1. Signature of person to whom electronic access is granted.
2. Authorization of designated department or site administrator requesting the access.

Campus Security (Cont.)

Persons to whom district electronic admittance is granted will assume full responsibility for the proper use of electronic access. The electronic access recipients also agree that they:

1. Will not lend or otherwise permit their access code to be used by any other person to gain admittance to spaces.
2. Will report the theft of their access code to the facilities department within 24 hours.
3. Will use the electronic access granted to gain admittance only to the assigned work area(s) to conduct district or facility use business.
4. Will ensure the door(s) to assigned work area(s) is/are properly locked or otherwise secured when leaving the area(s) or at the conclusion of work.

Electronic access requests with erroneous or missing information will not be processed and will be returned to the department for corrections.

OROVILLE UNION HIGH SCHOOL DISTRICT

FACILITIES DEPARTMENT

KEY REQUEST FORM

To receive prompt service, complete and attach this form to the district work order system at least 5 days in advance.

☐ Staff ☐ Administration ☐ Other _____

Request For:

Name: _____ Date: _____
 Department: _____ Phone #: _____ Email: _____

Requested By:

Name: _____ Phone #: _____ Email: _____

(Enter site and room number or the key number if available)

SITE:	ROOM #:	KEY #:	ISSUE TYPE:

AUTHORIZATION

AUTHORIZED SIGNERS NAME: _____
 (Please Print)

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

FOR FACILITIES USE

Site:	Room #:	Key #:	Issue Date:	Issued By:	Return Date:	Return Reason:

January 10, 2022

Board of Education
Oroville Union High School District
Oroville, CA

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oroville Union High School District (the "District") for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 4, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. As described in Note 15 to the financial statements, the Oroville Union High School District changed accounting policies related to Fiduciary Activities by adopting Governmental Accounting Standards (GASB) Statement No. 84, *Fiduciary Activities*, in 2021. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Activities and Statement of Revenues, Expenditures and Changes in Fund Balance. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of depreciation of capital assets is based on historical estimates of each capitalized item's useful life. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability and related deferred outflows of resources and deferred inflows of resources are based on actuarial valuations and pension contributions made during the year. We evaluated the key factors, assumptions, and proportionate share calculations used to develop the net pension liability and related deferred outflows of resources and deferred inflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of total other postemployment benefits (OPEB) obligation is based on an actuarial valuation. We evaluated the key factors and assumptions used to develop the total OPEB obligation in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of capital assets in Note 4 to the financial statements is based on historical information which could differ from actual useful lives of each capitalized item.

The disclosure of the pension plans, net pension liability and related deferred outflows of resources and deferred inflows of resources in Note 11 to the financial statements represents management's estimates based on actuarial valuations and pension contributions made during the year. Actual results could differ depending on the key factors, and assumptions and proportionate share calculations used to develop the net pension liability and related deferred outflows of resources and deferred inflows of resources.

The disclosure of other postemployment benefits and the total OPEB obligation in Note 10 to the financial statements represents management's estimate based on an actuarial valuation. Actual results could differ depending on the key factors and assumptions used for the actuarial valuation.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 10, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, and the required supplementary information section, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information section, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of Board of Education and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Christy White, Inc.".

Christy White, Inc.

OROVILLE UNION HIGH SCHOOL DISTRICT

**AUDIT REPORT
JUNE 30, 2021**



OROVILLE UNION HIGH SCHOOL DISTRICT
TABLE OF CONTENTS
JUNE 30, 2021

FINANCIAL SECTION

Independent Auditors' Report.....	1
Management's Discussion and Analysis.....	4
Basic Financial Statements	
Government-wide Financial Statements	
Statement of Net Position.....	11
Statement of Activities	12
Fund Financial Statements	
Governmental Funds – Balance Sheet.....	13
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position.....	14
Governmental Funds – Statement of Revenues, Expenditures, and Changes in Fund Balances.....	15
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	16
Notes to Financial Statements.....	18

REQUIRED SUPPLEMENTARY INFORMATION

General Fund – Budgetary Comparison Schedule	49
Schedule of Changes in Total OPEB Liability and Related Ratios	50
Schedule of the District's Proportionate Share of the Net Pension Liability - CalSTRS.....	51
Schedule of the District's Proportionate Share of the Net Pension Liability - CalPERS.....	52
Schedule of District Contributions - CalSTRS	53
Schedule of District Contributions - CalPERS	54
Notes to Required Supplementary Information	55

SUPPLEMENTARY INFORMATION

Schedule of Expenditures of Federal Awards.....	57
Schedule of Instructional Time	58
Schedule of Financial Trends and Analysis	59
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements.....	60
Schedule of Charter Schools	61
Combining Statements – Non-Major Governmental Funds	
Combining Balance Sheet.....	62
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances.....	63
Local Education Agency Organization Structure	64
Notes to Supplementary Information	65

OROVILLE UNION HIGH SCHOOL DISTRICT
TABLE OF CONTENTS
JUNE 30, 2021

OTHER INDEPENDENT AUDITORS' REPORTS

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	66
Report on Compliance For Each Major Federal Program; and Report on Internal Control Over Compliance Required by the Uniform Guidance	68
Report on State Compliance	70

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Summary of Auditors' Results.....	72
Financial Statement Findings	73
Federal Award Findings and Questioned Costs	74
State Award Findings and Questioned Costs	75
Summary Schedule of Prior Audit Findings	76

FINANCIAL SECTION



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

INDEPENDENT AUDITORS' REPORT

Governing Board
Oroville Union High School District
Oroville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Oroville Union High School District, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Oroville Union High School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oroville Union High School District, as of June 30, 2021, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Emphasis of Matter

Change in Accounting Principle

As described in Note 15 to the basic financial statements, the Oroville Union High School District adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities*, which established accounting and financial reporting standards for the identification and reporting of fiduciary activities. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis, budgetary comparison information, schedule of changes in total OPEB liability and related ratios, schedules of proportionate share of net pension liability, and schedules of District contributions for pensions be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Oroville Union High School District's basic financial statements. The supplementary information listed in the table of contents, including the schedule of expenditures of Federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2022 on our consideration of Oroville Union High School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Oroville Union High School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Oroville Union High School District's internal control over financial reporting and compliance.

Christy White, Inc.

San Diego, California
January 10, 2022

OROVILLE UNION HIGH SCHOOL DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS

INTRODUCTION

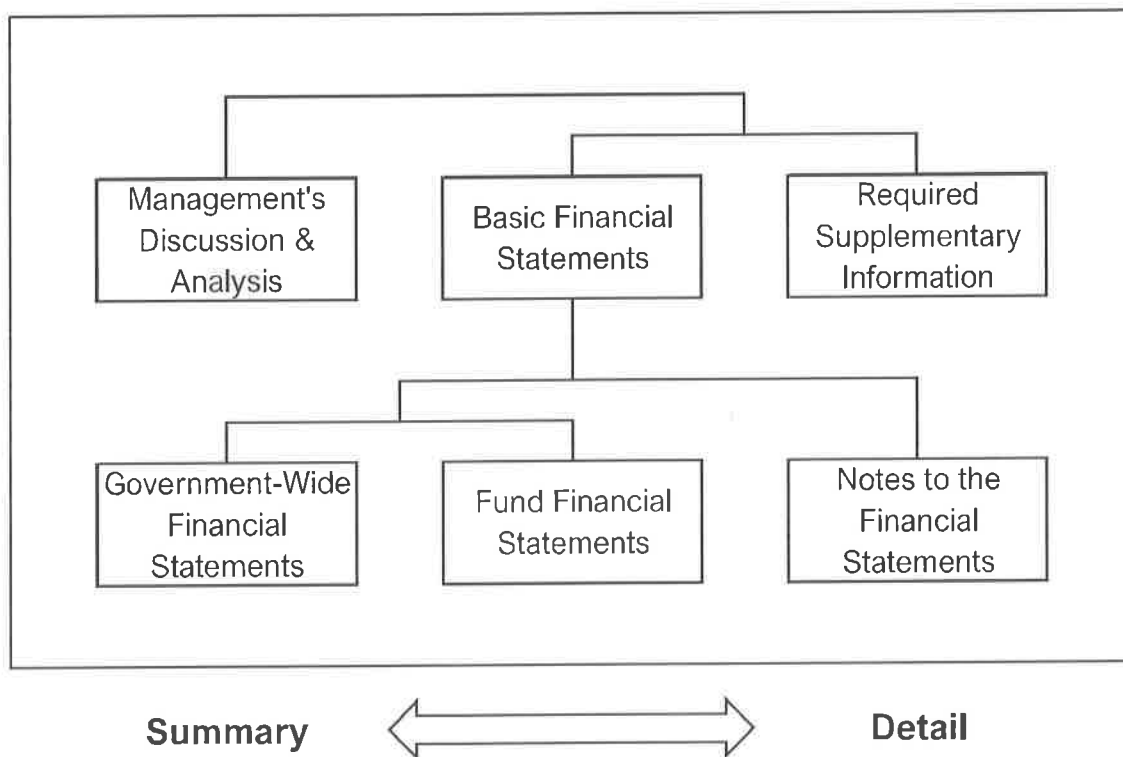
Our discussion and analysis of Oroville Union High School District's (District) financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2021. It should be read in conjunction with the District's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The District's total net position was \$12,802,486 at June 30, 2021. This was an increase of \$5,423,573 from the prior year after restatement.
- Overall revenues were \$44,078,139 which were exceeded by expenses of \$38,654,566.

OVERVIEW OF FINANCIAL STATEMENTS

Components of the Financial Section



**OROVILLE UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2021**

OVERVIEW OF FINANCIAL STATEMENTS (continued)

Components of the Financial Section (continued)

This annual report consists of three parts – Management's Discussion and Analysis (this section), the basic financial statements, and required supplementary information. The three sections together provide a comprehensive overview of the District. The basic financial statements are comprised of two kinds of statements that present financial information from different perspectives:

- ▶ **Government-wide financial statements**, which comprise the first two statements, provide both short-term and long-term information about the entity's overall financial position.
- ▶ **Fund financial statements** focus on reporting the individual parts of District operations in more detail. The fund financial statements comprise the remaining statements.
 - ▶ **Governmental Funds** provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The basic financial statements are followed by a section of required and other supplementary information that further explain and support the financial statements.

Government-Wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities, regardless of when cash is received or paid.

The two government-wide statements report the District's net position and how it has changed. Net position is one way to measure the District's financial health. Over time, increases or decreases in the District's net position are an indicator of whether its financial health is improving or deteriorating, respectively.

The government-wide financial statements of the District include governmental activities. All of the District's basic services are included here, such as regular education, food service, maintenance and general administration. Local control formula funding and federal and state grants finance most of these activities.

**OROVILLE UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2021**

FINANCIAL ANALYSIS OF THE ENTITY AS A WHOLE

Net Position

The District's net position was \$12,802,486 at June 30, 2021, as reflected in the table below. Of this amount, \$(31,064,359) was unrestricted. Restricted net position is reported separately to show legal constraints from debt covenants and enabling legislation that limit the Governing Board's ability to use that net position for day-to-day operations.

	Governmental Activities		
	2021	2020	Net Change
ASSETS			
Current and other assets	\$ 21,644,571	\$ 14,140,742	\$ 7,503,829
Capital assets	47,763,297	47,943,883	(180,586)
Total Assets	69,407,868	62,084,625	7,323,243
DEFERRED OUTFLOWS OF RESOURCES	9,745,088	8,421,653	1,323,435
LIABILITIES			
Current liabilities	4,867,521	4,833,732	33,789
Long-term liabilities	59,643,891	57,370,361	2,273,530
Total Liabilities	64,511,412	62,204,093	2,307,319
DEFERRED INFLOWS OF RESOURCES	1,839,058	2,703,322	(864,264)
NET POSITION			
Net investment in capital assets	37,438,182	43,314,774	(5,876,592)
Restricted	6,428,663	4,193,025	2,235,638
Unrestricted	(31,064,359)	(41,908,936)	10,844,577
Total Net Position	\$ 12,802,486	\$ 5,598,863	\$ 7,203,623

**OROVILLE UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2021**

FINANCIAL ANALYSIS OF THE ENTITY AS A WHOLE (continued)

Changes in Net Position

The results of this year's operations for the District as a whole are reported in the Statement of Activities. The table below takes the information from the Statement and rearranges it slightly, so you can see our total revenues and expenses for the year.

	Governmental Activities		
	2021	2020	Net Change
REVENUES			
Program revenues			
Charges for services	\$ 2,066,008	\$ 1,756,620	\$ 309,388
Operating grants and contributions	11,986,289	4,092,684	7,893,605
General revenues			
Property taxes	10,537,644	9,949,822	587,822
Unrestricted federal and state aid	18,445,568	18,068,342	377,226
Other	1,042,630	1,034,634	7,996
Total Revenues	44,078,139	34,902,102	9,176,037
EXPENSES			
Instruction	20,848,506	19,102,245	1,746,261
Instruction-related services	4,339,289	3,480,701	858,588
Pupil services	8,040,305	6,156,622	1,883,683
General administration	1,949,459	1,802,469	146,990
Plant services	701,871	2,757,248	(2,055,377)
Ancillary and community services	1,202,826	1,033,264	169,562
Debt service	821,352	963,657	(142,305)
Other outgo	750,958	1,395,685	(644,727)
Total Expenses	38,654,566	36,691,891	1,962,675
Change in net position	5,423,573	(1,789,789)	7,213,362
Net Position - Beginning, as Restated*	7,378,913	7,388,652	(9,739)
Net Position - Ending	\$ 12,802,486	\$ 5,598,863	\$ 7,203,623

**Beginning net position was restated for the 2021 year only.*

The cost of all our governmental activities this year was \$38,654,566 (refer to the table above). The amount that our taxpayers ultimately financed for these activities through taxes was only \$10,537,644 because a portion of the cost was paid by other governments and organizations who subsidized certain programs with grants and contributions.

**OROVILLE UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2021**

FINANCIAL ANALYSIS OF THE ENTITY AS A WHOLE (continued)

Changes in Net Position (continued)

In the table below, we have presented the net cost of each of the District's functions. Net cost shows the financial burden that was placed on the District's taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits they believe are provided by that function.

	Net Cost of Services	
	2021	2020
Instruction	\$ 13,817,781	\$ 16,218,137
Instruction-related services	2,602,465	2,899,055
Pupil services	4,484,118	5,107,238
General administration	1,666,837	1,623,853
Plant services	323,925	2,630,128
Ancillary and community services	899,433	1,028,302
Debt service	821,352	963,657
Transfers to other agencies	(13,642)	372,217
Total Expenses	\$ 24,602,269	\$ 30,842,587

FINANCIAL ANALYSIS OF THE DISTRICT'S MAJOR FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$18,612,040, which is more than this year's restated beginning fund balance of \$12,970,869. The District's General Fund had \$4,811,313 more in operating revenues than expenditures for the year ended June 30, 2021. The District's Bond Interest and Redemption Fund had \$112,843 more in operating revenues than expenditures for the year ended June 30, 2021.

CURRENT YEAR BUDGET 2020-2021

During the fiscal year, budget revisions and appropriation transfers are presented to the Board for their approval on a regular basis to reflect changes to both revenues and expenditures that become known during the year. In addition, the Board of Education approves financial projections included with the Adopted Budget, First Interim, and Second Interim financial reports. The Unaudited Actuals reflect the District's financial projections and current budget based on State and local financial information.

**OROVILLE UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2021**

CAPITAL ASSETS AND LONG-TERM LIABILITIES

Capital Assets

By the end of 2020-2021 the District had invested \$47,763,297 in capital assets, net of accumulated depreciation.

	Governmental Activities		
	2021	2020	Net Change
CAPITAL ASSETS			
Land	\$ 406,123	\$ 406,123	\$ -
Construction in progress	127,215	61,589	65,626
Land improvements	39,402,739	39,402,739	-
Buildings & improvements	37,025,943	37,025,943	-
Furniture & equipment	7,162,059	5,405,369	1,756,690
Accumulated depreciation	(36,360,782)	(34,357,880)	(2,002,902)
Total Capital Assets	\$ 47,763,297	\$ 47,943,883	\$ (180,586)

Long-Term Liabilities

At year-end, the District had \$59,643,891 in long-term liabilities, an increase of 3.96% from last year – as shown in the table below. (More detailed information about the District's long-term liabilities is presented in footnotes to the financial statements.)

	Governmental Activities		
	2021	2020	Net Change
LONG-TERM LIABILITIES			
Total general obligation bonds	\$ 16,319,260	\$ 17,344,782	\$ (1,025,522)
Note payable	1,915,789	2,210,526	(294,737)
Compensated absences	209,294	237,618	(28,324)
Total OPEB liability	13,072,466	12,727,925	344,541
Net pension liability	29,497,077	26,299,158	3,197,919
Less: current portion of long-term liabilities	(1,369,995)	(1,449,648)	79,653
Total Long-term Liabilities	\$ 59,643,891	\$ 57,370,361	\$ 2,273,530

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

At the time these financial statements were prepared and audited, the District was aware of several circumstances that could affect its future financial health.

In its March 2021 and June 2021 quarterly reports, the UCLA Anderson Forecast anticipated a robust recovery from the COVID-19-induced recession that began in March 2020. However, in its September 2021 quarterly report, hopes for blockbuster economic growth have been tempered by the spread of the COVID-19 delta variant and stagnating vaccination rates, which in turn have led to consumer caution and supply constraints. As a result, what could have been a couple of years of blockbuster economic performance will now likely feature solid but unspectacular growth. The economy is currently down 5.3 million payroll jobs from its pre-COVID peak, and there is little evidence to suggest that the expiration of enhanced unemployment benefits will lead to a surge in job applications.

**OROVILLE UNION HIGH SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS, continued
FOR THE YEAR ENDED JUNE 30, 2021**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET (continued)

Fiscal policy for the funding of public education changes annually based on fluctuations in State revenues. Governor Gavin Newsom's "California Comeback Plan" includes a mix of ongoing and one-time investments of \$100 billion made possible by an unanticipated surge in state revenues and robust federal stimulus funding.

Landmark legislation passed in year 2013 reformed California school district finance by creating the Local Control Funding Formula (LCFF). The LCFF is designed to provide a flexible funding mechanism that links student achievement to state funding levels. The LCFF provides a per-pupil base grant amount, by grade span, that is augmented by supplemental funding for targeted student groups in low-income brackets, those that are English language learners and foster youth.

Factors related to LCFF that the District is monitoring include: (1) estimates of funding in the next budget year and beyond; (2) the Local Control and Accountability Plan (LCAP) that aims to link student accountability measurements to funding allocations; (3) ensuring the integrity of reporting student data through the California Longitudinal Pupil Achievement Data System (CALPADS); and (4) meeting annual compliance and audit requirements.

The May 2021 Budget Revision provides additional funding to further reduce the funding deferrals that were included in the 2020-21 Enacted Budget. The Governor's Budget in January proposed paying down \$9.2 billion of the K-12 deferrals. The May 2021 Budget Revision proposes paying down an additional \$1.1 billion, leaving a balance of \$2.6 billion at the end of the 2021-22 fiscal year.

The District participates in state employee pensions plans, California State Teachers' Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) and both are underfunded. The District's proportionate share of the liability is reported in the Statement of Net Position as of June 30, 2021. The amount of the liability is material to the financial position of the District. Beginning in 2021-22, the CalSTRS Board has limited authority to increase or decrease rates by a maximum of 1% annually (not to exceed 20.25% of creditable compensation), the projected employer contribution rate for 2021-22 is 16.92%. The CalPERS Board adopted an employer contribution rate of 22.91% for 2021-22. The projected increased pension costs to school employers remain a significant fiscal factor.

Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, inter-district transfers in or out, economic conditions and housing values. Losses in enrollment will cause a school district to lose operating revenues without necessarily permitting the district to make adjustments in fixed operating costs.

All of these factors were considered in preparing the District's budget for the 2021-22 fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact Susan Watts, CMA, CPA, Assistant Superintendent of Business (CBO) located at 2211 Washington Avenue, Oroville, California, 95966.

OROVILLE UNION HIGH SCHOOL DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2021

	Governmental Activities
ASSETS	
Cash and investments	\$ 16,434,810
Accounts receivable	5,127,829
Inventory	32,381
Prepaid expenses	49,551
Capital assets, not depreciated	533,338
Capital assets, net of accumulated depreciation	47,229,959
Total Assets	69,407,868
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	7,570,163
Deferred outflows related to OPEB	2,174,925
Total Deferred Outflows of Resources	9,745,088
LIABILITIES	
Accrued liabilities	3,019,881
Unearned revenue	477,645
Long-term liabilities, current portion	1,369,995
Long-term liabilities, non-current portion	59,643,891
Total Liabilities	64,511,412
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	1,350,158
Deferred inflows related to OPEB	285,447
Deferred amount on refunding	203,453
Total Deferred Inflows of Resources	1,839,058
NET POSITION	
Net investment in capital assets	37,438,182
Restricted:	
Capital projects	2,153,348
Debt service	2,713,933
Educational programs	1,259,007
Food service	17,291
Associated student body	285,084
Unrestricted	(31,064,359)
Total Net Position	\$ 12,802,486

The accompanying notes are an integral part of these financial statements.

**OROVILLE UNION HIGH SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021**

Function/Programs	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	
GOVERNMENTAL ACTIVITIES				
Instruction	\$ 20,848,506	\$ 823,412	\$ 6,207,313	\$ (13,817,781)
Instruction-related services				
Instructional supervision and administration	246,361	1,512	101,319	(143,530)
Instructional library, media, and technology	1,561,947	5,833	855,977	(700,137)
School site administration	2,530,981	447,752	324,431	(1,758,798)
Pupil services				
Home-to-school transportation	3,867,736	-	2,054,017	(1,813,719)
Food services	1,081,148	6,190	914,937	(160,021)
All other pupil services	3,091,421	-	581,043	(2,510,378)
General administration				
All other general administration	1,949,459	52,646	229,976	(1,666,837)
Plant services	701,871	156,682	221,264	(323,925)
Ancillary services	1,155,171	-	303,393	(851,778)
Community services	47,655	-	-	(47,655)
Interest on long-term debt	821,352	-	-	(821,352)
Other outgo	750,958	571,981	192,619	13,642
Total Governmental Activities	\$ 38,654,566	\$ 2,066,008	\$ 11,986,289	(24,602,269)
General revenues				
Taxes and subventions				
Property taxes, levied for general purposes				8,341,888
Property taxes, levied for debt service				1,944,443
Property taxes, levied for other specific purposes				251,313
Federal and state aid not restricted for specific purposes				18,445,568
Interagency revenues				699,595
Miscellaneous				343,035
Subtotal, General Revenue				30,025,842
CHANGE IN NET POSITION				5,423,573
Net Position - Beginning, as Restated				7,378,913
Net Position - Ending				\$ 12,802,486

The accompanying notes are an integral part of these financial statements.

**OROVILLE UNION HIGH SCHOOL DISTRICT
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2021**

	General Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments	\$ 9,763,522	\$ 3,178,928	\$ 3,492,360	\$ 16,434,810
Accounts receivable	5,054,303	-	73,526	5,127,829
Due from other funds	305,567	-	-	305,567
Stores inventory	-	-	32,381	32,381
Prepaid expenditures	49,551	-	-	49,551
Total Assets	\$ 15,172,943	\$ 3,178,928	\$ 3,598,267	\$ 21,950,138
LIABILITIES				
Accrued liabilities	\$ 2,500,325	\$ -	\$ 54,561	\$ 2,554,886
Due to other funds	-	-	305,567	305,567
Unearned revenue	477,645	-	-	477,645
Total Liabilities	2,977,970	-	360,128	3,338,098
FUND BALANCES				
Nonspendable	50,601	-	32,581	83,182
Restricted	1,122,416	3,178,928	2,584,412	6,885,756
Committed	-	-	621,146	621,146
Assigned	2,028,499	-	-	2,028,499
Unassigned	8,993,457	-	-	8,993,457
Total Fund Balances	12,194,973	3,178,928	3,238,139	18,612,040
Total Liabilities and Fund Balances	\$ 15,172,943	\$ 3,178,928	\$ 3,598,267	\$ 21,950,138

The accompanying notes are an integral part of these financial statements.

**OROVILLE UNION HIGH SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET
POSITION
JUNE 30, 2021**

Total Fund Balance - Governmental Funds \$ 18,612,040

Amounts reported for assets and liabilities for governmental activities in the statement of net position are different from amounts reported in governmental funds because:

Capital assets:

In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets and accumulated depreciation:

Capital assets	\$ 84,124,079	
Accumulated depreciation	<u>(36,360,782)</u>	47,763,297

Deferred amount on refunding:

In governmental funds, the net effect of refunding bonds is recognized when debt is issued, whereas this amount is deferred and amortized in the government-wide financial statements:

(203,453)

Unmatured interest on long-term debt:

In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatrued interest owing at the end of the period was:

(464,995)

Long-term liabilities:

In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

Total general obligation bonds	\$ 16,319,260	
Note payable	1,915,789	
Compensated absences	209,294	
Total OPEB liability	13,072,466	
Net pension liability	<u>29,497,077</u>	(61,013,886)

Deferred outflows and inflows of resources relating to pensions:

In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.

Deferred outflows of resources related to pensions	\$ 7,570,163	
Deferred inflows of resources related to pensions	<u>(1,350,158)</u>	6,220,005

Deferred outflows and inflows of resources relating to OPEB:

In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to OPEB are reported.

Deferred outflows of resources related to OPEB	\$ 2,174,925	
Deferred inflows of resources related to OPEB	<u>(285,447)</u>	1,889,478

Total Net Position - Governmental Activities

\$ 12,802,486

**OROVILLE UNION HIGH SCHOOL DISTRICT
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021**

	General Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	\$ 26,276,538	\$ -	\$ -	\$ 26,276,538
Federal sources	5,194,077	-	675,055	5,869,132
Other state sources	5,914,109	26,515	168,938	6,109,562
Other local sources	2,373,407	1,897,938	2,397,002	6,668,347
Total Revenues	39,758,131	1,924,453	3,240,995	44,923,579
EXPENDITURES				
Current				
Instruction	18,308,670	-	896,089	19,204,759
Instruction-related services				
Instructional supervision and administration	248,522	-	-	248,522
Instructional library, media, and technology	1,485,729	-	5,580	1,491,309
School site administration	2,034,463	-	427,368	2,461,831
Pupil services				
Home-to-school transportation	3,358,261	-	-	3,358,261
Food services	206,633	-	811,498	1,018,131
All other pupil services	2,998,584	-	-	2,998,584
General administration				
All other general administration	1,746,834	-	103,581	1,850,415
Plant services	2,560,782	-	149,898	2,710,680
Facilities acquisition and maintenance	64,295	-	1,331	65,626
Ancillary services	768,448	-	128,635	897,083
Community services	47,655	-	-	47,655
Transfers to other agencies	823,205	-	-	823,205
Debt service				
Principal	294,737	1,150,481	-	1,445,218
Interest and other	-	661,129	-	661,129
Total Expenditures	34,946,818	1,811,610	2,523,980	39,282,408
Excess (Deficiency) of Revenues Over Expenditures	4,811,313	112,843	717,015	5,641,171
Other Financing Sources (Uses)				
Transfers in	-	-	233,311	233,311
Transfers out	(233,311)	-	-	(233,311)
Net Financing Sources (Uses)	(233,311)	-	233,311	-
NET CHANGE IN FUND BALANCE	4,578,002	112,843	950,326	5,641,171
Fund Balance - Beginning, as Restated	7,616,971	3,066,085	2,287,813	12,970,869
Fund Balance - Ending	\$ 12,194,973	\$ 3,178,928	\$ 3,238,139	\$ 18,612,040

The accompanying notes are an integral part of these financial statements.

**OROVILLE UNION HIGH SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021**

Net Change in Fund Balances - Governmental Funds **\$ 5,641,171**

Amounts reported for governmental activities in the statement of activities are different from amounts reported in governmental funds because:

Capital outlay:

In governmental funds, the costs of capital assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets are allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:

Expenditures for capital outlay:	\$	2,249,482	
Depreciation expense:		<u>(2,427,552)</u>	(178,070)

Debt service:

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were:

1,445,218

Deferred amounts on refunding:

In governmental funds, deferred amounts on refunding are recognized in the period they are incurred. In the government-wide statements, the deferred amounts on refunding are amortized over the life of the debt. The net effect of the deferred amounts on refunding during the period was:

67,817

Gain or loss from the disposal of capital assets:

In governmental funds, the entire proceeds from disposal of capital assets are reported as revenue. In the statement of activities, only the resulting gain or loss is reported. The difference between the proceeds from disposal of capital assets and the resulting gain or loss is:

(2,516)

Unmatured interest on long-term debt:

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was:

(30,834)

Accreted interest on long-term debt:

In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current sources. In the government-wide statement of activities, however, this is recorded as interest expense for the period.

(129,389)

(continued on following page)

**OROVILLE UNION HIGH SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES, continued
FOR THE YEAR ENDED JUNE 30, 2021**

Compensated absences:

In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amount earned. The difference between compensated absences paid and compensated absences earned, was:

28,324

Postemployment benefits other than pensions (OPEB):

In governmental funds, OPEB expenses are recognized when employer OPEB contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was:

265,298

Pensions:

In governmental funds, pension costs are recognized when employer contributions are made. In the government-wide statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and employer contributions was:

(1,687,876)

Amortization of debt issuance premium or discount:

In governmental funds, if debt is issued at a premium or at a discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred. In the government-wide statements, the premium or discount is amortized over the life of the debt. Amortization of premium or discount for the period is:

4,430

Change in Net Position of Governmental Activities

\$ 5,423,573

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Oroville Union High School District (the “District”) accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

The District operates under a locally elected Board form of government and provides educational services to grades 9-12 as mandated by the state. A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities.

B. Component Units

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete. The District has no such component units.

C. Basis of Presentation

Government-Wide Statements. The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenue, and other non-exchange transactions.

The statement of activities presents a comparison between direct expenses and program revenue for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reserved for the statement of activities. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting of operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the District.

Fund Financial Statements. The fund financial statements provide information about the District's funds. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds.

Governmental funds are used to account for activities that are governmental in nature. Governmental activities are typically tax-supported and include education of pupils, operation of food service and child development programs, construction and maintenance of school facilities, and repayment of long-term debt.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Basis of Presentation (continued)

Major Governmental Funds

General Fund: The General Fund is the main operating fund of the District. It is used to account for all activities except those that are required to be accounted for in another fund. In keeping with the minimum number of funds principle, all of the District's activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. A District may have only one General Fund.

Bond Interest and Redemption Fund: This fund is used for the repayment of bonds issued for the District (*Education Code Sections 15125–15262*). The board of supervisors of the county issues the bonds. The proceeds from the sale of the bonds are deposited in the county treasury to the Building Fund of the District. Any premiums or accrued interest received from the sale of the bonds must be deposited in the Bond Interest and Redemption Fund of the District. The county auditor maintains control over the District's Bond Interest and Redemption Fund. The principal and interest on the bonds must be paid by the county treasurer from taxes levied by the county auditor-controller.

Non-Major Governmental Funds

Special Revenue Funds: Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The District maintains the following special revenue funds:

Student Activity Fund: This fund may be used to account for student body activities that do not meet the fiduciary criteria established in GASB Statement No. 84.

Adult Education Fund: This fund is used to account separately for federal, state, and local revenues for adult education programs. Money in this fund shall be expended for adult education purposes only. Moneys received for programs other than adult education shall not be expended for adult education (*Education Code Sections 52616[b] and 52501.5[a]*).

Cafeteria Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code Sections 38090–38093*). The Cafeteria Special Revenue Fund shall be used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code Sections 38091 and 38100*).

Capital Project Funds: Capital project funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by trust funds).

Capital Facilities Fund: This fund is used primarily to account separately for moneys received from fees levied on developers or other agencies as a condition of approving a development (*Education Code Sections 17620–17626*). The authority for these levies may be county/city ordinances (*Government Code Sections 65970–65981*) or private agreements between the District and the developer. Interest earned in the Capital Facilities Fund is restricted to that fund (*Government Code Section 66006*).

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Basis of Accounting – Measurement Focus

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Net Position equals assets and deferred outflows of resources minus liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. The net position should be reported as restricted when constraints placed on its use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The net position restricted for other activities results from special revenue funds and the restrictions on their use.

Governmental Funds

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Governmental funds use the modified accrual basis of accounting.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded under the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. Generally, "available" means collectible within the current period or within 60 days after year-end. However, to achieve comparability of reporting among California school districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for school districts as collectible within one year.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, grants, and entitlements. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from the grants and entitlements is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Eligibility requirements include timing requirements, which specify the year when the resources are to be used or the fiscal year when use is first permitted; matching requirements, in which the District must provide local resources to be used for a specific purpose; and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. Under the modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Basis of Accounting – Measurement Focus (continued)

Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time a liability is incurred. On the modified accrual basis of accounting, expenditures are generally recognized in the accounting period in which the related fund liability is incurred, as under the accrual basis of accounting. However, under the modified accrual basis of accounting, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Allocations of cost, such as depreciation and amortization, are not recognized in the governmental funds. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

Cash and Cash Equivalents

The District's cash and cash equivalents consist of cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Investments

Investments with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

Inventories

Inventories are recorded using the purchases method in that the cost is recorded as an expenditure at the time the individual inventory items are requisitioned. Inventories are valued at historical cost and consist of expendable supplies held for consumption.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position (continued)

Capital Assets

The accounting and reporting treatment applied to the capital assets associated with a fund is determined by its measurement focus. Capital assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements.

Capital assets are capitalized at cost (or estimated historical cost) and updated for additions and retirements during the year. Donated fixed assets are recorded at their acquisition value as of the date received. The District maintains a capitalization threshold of \$5,000 for all items with the exception of buildings and improvements for which a higher capitalization threshold of \$25,000 and \$10,000 is used, respectively. The District does not own any infrastructure as defined in GASB Statement No. 34. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized. All reported capital assets, except for land and construction in progress, are depreciated. Improvements are depreciated over the remaining useful lives of the related capital assets. Depreciation is computed using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Life</u>
Buildings	50 years
Portable Classrooms	25 years
Site Improvements	10-25 years
Equipment	5-20 years
Vehicles	8 years

Interfund Balances

On fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "Due from other funds/Due to other funds." These amounts are eliminated in the governmental activities columns of the statement of net position.

Compensated Absences

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the government-wide financial statements. For governmental funds, the current portion of unpaid compensated absences is recognized upon the occurrence of relevant events such as employee resignations and retirements that occur prior to year-end that have not yet been paid with expendable available financial resource. These amounts are recorded in the fund from which the employees who have accumulated leave are paid.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken because such benefits do not vest, nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements. In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position (continued)

Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms.

Generally accepted accounting principles require the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 - June 30, 2021

Gains and losses related to changes in total OPEB liability are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the source of gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over five years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) at the beginning of the measurement period.

Premiums and Discounts

In the government-wide financial statements, long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method.

Deferred Outflows/Deferred Inflows of Resources

In addition to assets, the District will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the District will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the defined benefit pension plans (the Plans) of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position (continued)

Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Non-spendable - The non-spendable fund balance classification reflects amounts that are not in spendable form. Examples include inventory, prepaid items, the long-term portion of loans receivable, and nonfinancial assets held for resale. This classification also reflects amounts that are in spendable form but that are legally or contractually required to remain intact, such as the principal of a permanent endowment.

Restricted - The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

Committed - The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Governing Board. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. In contrast to restricted fund balance, committed fund balance may be redirected by the government to other purposes as long as the original constraints are removed or modified in the same manner in which they were imposed, that is, by the same formal action of the Governing Board.

Assigned - The assigned fund balance classification reflects amounts that the government *intends* to be used for specific purposes. Assignments may be established either by the Governing Board or by a designee of the governing body and are subject to neither the restricted nor committed levels of constraint. In contrast to the constraints giving rise to committed fund balance, constraints giving rise to assigned fund balance are not required to be imposed, modified, or removed by formal action of the Governing Board. The action does not require the same level of formality and may be delegated to another body or official. Additionally, the assignment need not be made before the end of the reporting period, but rather may be made any time prior to the issuance of the financial statements.

Unassigned - In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes. However, deficits in any fund, including the General Fund that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

The District applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented in the financial statements. Interfund transfers are eliminated in the governmental activities columns of the statement of activities.

G. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

H. Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For purposes of the budget, on-behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

I. Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County Auditor-Controller bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. New Accounting Pronouncements

GASB Statement No. 84 – In January 2017, GASB issued Statement No. 84, *Fiduciary Activities*. This standard's primary objective is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The statement was postponed by GASB Statement No. 95 and is effective for periods beginning after December 15, 2019. The District has implemented this Statement as of June 30, 2021.

GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases*. This standard's primary objective is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. The statement was postponed by GASB Statement No. 95 and is effective for periods beginning after June 15, 2021. The District has not yet determined the impact on the financial statements.

GASB Statement No. 91 – In May 2019, GASB issued Statement No. 91, *Conduit Debt Obligations*. This standard's primary objectives are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The statement was postponed by GASB Statement No. 95 and is effective for periods beginning after December 15, 2021. The District has not yet determined the impact on the financial statements.

GASB Statement No. 92 – In January 2020, GASB issued Statement No. 92, *Omnibus 2020*. This standard's primary objectives are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. A portion of this statement was effective upon issuance, while the majority of this statement was postponed by GASB Statement No. 95 and is effective for periods beginning after June 15, 2021. The District has implemented the requirements that were effective upon issuance but has not yet determined the impact on the financial statements for the requirements of this statement that are not yet effective.

GASB Statement No. 97 – In June 2020, GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans* – an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. This standard's primary objectives are to increase consistency and comparability related to reporting fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; to mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and to enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The statement is effective for periods beginning after June 15, 2021. The District has not yet determined the impact on the financial statements.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 2 – CASH AND INVESTMENTS

A. Summary of Cash and Investments

	Governmental Activities
Investment in county treasury	\$ 15,159,615
Fair market value adjustment	74,684
Cash on hand and in banks	323,107
Cash in revolving fund	1,250
Cash collections awaiting deposit	154,092
Scholarship investments	722,062
Total	\$ 16,434,810

B. Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the state; U.S. Treasury instruments; registered state warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; collateralized mortgage obligations; and the County Investment Pool.

Investment in County Treasury – The District maintains substantially all of its cash in the County Treasury in accordance with *Education Code Section 41001*. The Butte County Treasurer's pooled investments are managed by the County Treasurer who reports on a monthly basis to the board of supervisors. In addition, the function of the County Treasury Oversight Committee is to review and monitor the County's investment policy. The committee membership includes the Treasurer and Tax Collector, the Auditor-Controller, Chief Administrative Officer, Superintendent of Schools Representative, and a public member. The fair value of the District's investment in the pool is based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 2 – CASH AND INVESTMENTS (continued)

C. General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from its website. The table below identifies the investment types permitted by California Government Code.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U. S. Treasury Obligations	5 years	None	None
U. S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

D. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Treasury. The District maintains a pooled investment with the County Treasury with a book value of \$15,234,299 which equaled its fair value. The average weighted maturity for this pool is 651 days.

E. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investments in the County Treasury are not required to be rated. As of June 30, 2021, the pooled investments in the County Treasury were not rated.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 2 – CASH AND INVESTMENTS (continued)

F. Custodial Credit Risk – Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. However, the California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2021, the District's bank balance was exposed to custodial credit risk amounting to \$69,395 because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agency, but not in the name of the District.

G. Fair Value

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, either directly or indirectly.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Butte County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements at June 30, 2021 were as follows:

	Observable Inputs Level 2	Uncategorized	Total
Investment in county treasury	\$ -	\$ 15,234,299	\$ 15,234,299
Scholarship investments	722,062	-	722,062
Total	\$ 722,062	\$ 15,234,299	\$ 15,956,361

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2021 consisted of the following:

	General Fund	Non-Major Governmental Funds	Governmental Activities
Federal Government			
Categorical aid	\$ 1,210,777	\$ 73,526	\$ 1,284,303
State Government			
Apportionment	2,820,549	-	2,820,549
Categorical aid	814,847	-	814,847
Lottery	141,668	-	141,668
Local Government			
Other local sources	66,462	-	66,462
Total	\$ 5,054,303	\$ 73,526	\$ 5,127,829

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2021 was as follows:

	Balance July 01, 2020	Additions	Deletions	Balance June 30, 2021
Governmental Activities				
Capital assets not being depreciated				
Land	\$ 406,123	\$ -	\$ -	\$ 406,123
Construction in progress	61,589	65,626	-	127,215
Total Capital Assets not Being Depreciated	467,712	65,626	-	533,338
Capital assets being depreciated				
Land improvements	39,402,739	-	-	39,402,739
Buildings & improvements	37,025,943	-	-	37,025,943
Furniture & equipment	5,405,369	2,183,856	427,166	7,162,059
Total Capital Assets Being Depreciated	81,834,051	2,183,856	427,166	83,590,741
Less Accumulated Depreciation				
Land improvements	13,949,622	1,220,604	-	15,170,226
Buildings & improvements	16,501,840	723,524	-	17,225,364
Furniture & equipment	3,906,418	483,424	424,650	3,965,192
Total Accumulated Depreciation	34,357,880	2,427,552	424,650	36,360,782
Governmental Activities				
Capital Assets, net	\$ 47,943,883	\$ (178,070)	\$ 2,516	\$ 47,763,297

Depreciation expense was charged to governmental activities as follows:

Governmental Activities	
Instruction	\$ 1,688,336
Instructional library, media, and technology	33,488
School site administration	2,537
Home-to-school transportation	387,419
Food services	10,702
All other pupil services	3,588
All other general administration	9,078
Plant services	26,459
Ancillary services	265,945
Total	\$ 2,427,552

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 5 – INTERFUND TRANSACTIONS

A. Interfund Receivables/Payables (Due From/Due To)

Individual interfund receivable and payable balances at June 30, 2021 were as follows:

	Due To Other Funds	Due From Other Funds	
		General Fund	Total
Non-Major Governmental Funds		\$ 305,567	\$ 305,567
Total		\$ 305,567	\$ 305,567

Due from the Cafeteria Fund to the General Fund to repay short-term borrowing.	\$ 267,673
Due from the Adult Education Fund to the General Fund for indirect costs.	37,894
Total	\$ 305,567

B. Operating Transfers

During the year ended June 30, 2021, the General Fund transferred \$233,311 to the Cafeteria Fund to cover food service deficit.

NOTE 6 – ACCRUED LIABILITIES

Accrued liabilities at June 30, 2021 consisted of the following:

	General Fund	Non-Major Governmental Funds	District-Wide	Governmental Activities
Payroll	\$ 896,652	\$ 42,064	\$ -	\$ 938,716
Vendors payable	397,902	12,497	-	410,399
Unmatured interest	-	-	464,995	464,995
Due to grantor government	1,205,771	-	-	1,205,771
Total	\$ 2,500,325	\$ 54,561	\$ 464,995	\$ 3,019,881

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 7 – UNEARNED REVENUE

Unearned revenue at June 30, 2021 consisted of the following:

	General Fund
Federal sources	\$ 71,913
State categorical sources	405,732
Total	\$ 477,645

NOTE 8 – LONG-TERM LIABILITIES

A schedule of changes in long-term liabilities for the year ended June 30, 2021 consisted of the following:

	Balance			Balance	Balance Due
	July 01, 2020	Additions	Deductions	June 30, 2021	In One Year
Governmental Activities					
General obligation bonds	\$ 4,300,249	\$ -	\$ 349,007	\$ 3,951,242	\$ 337,006
Unamortized premium	57,590	-	4,430	53,160	4,430
Accreted interest	6,068,209	650,382	520,993	6,197,598	-
Subtotal general obligation bonds	10,426,048	650,382	874,430	10,202,000	341,436
Direct placement general obligation bonds	6,918,734	-	801,474	6,117,260	733,822
Subtotal direct placement general obligation bonds	6,918,734	-	801,474	6,117,260	733,822
Total general obligation bonds	17,344,782	650,382	1,675,904	16,319,260	1,075,258
Note payable	2,210,526	-	294,737	1,915,789	294,737
Compensated absences	237,618	-	28,324	209,294	-
Total OPEB liability	12,727,925	344,541	-	13,072,466	-
Net pension liability	26,299,158	3,197,919	-	29,497,077	-
Total	\$ 58,820,009	\$ 4,192,842	\$ 1,998,965	\$ 61,013,886	\$ 1,369,995

- Payments for general obligation bonds are made in the Bond Interest and Redemption Fund.
- Payments for the note payable are made in the General Fund.
- Payments for compensated absences are typically liquidated in the General Fund and the Non-Major Governmental Funds.

A. Compensated Absences

Total unpaid employee compensated absences as of June 30, 2021 amounted to \$209,294. This amount is included as part of long-term liabilities in the government-wide financial statements.

B. Other Postemployment Benefits

The District's beginning total OPEB liability was \$12,727,925 and increased by \$344,541 during the year ended June 30, 2021. The ending total OPEB liability at June 30, 2021 was \$13,072,466. See Note 10 for additional information regarding the total OPEB liability.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 8 – LONG-TERM LIABILITIES (continued)

C. Net Pension Liability

The District's beginning net pension liability was \$26,299,158 and increased by \$3,197,919 during the year ended June 30, 2021. The ending net pension liability at June 30, 2021 was \$29,497,077. See Note 11 for additional information regarding the net pension liability.

D. General Obligation Bonds

The outstanding general obligation bonded debt of the District as of June 30, 2021 is as follows:

Series	Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds		Additions	Deductions	Bonds Outstanding June 30, 2021
					Outstanding July 01, 2020				
Election 2002, Series A	2004	8/1/2028	4.00% - 5.62%	\$ 5,997,444	\$ 1,619,053	\$ -	\$ 205,865	\$ -	\$ 1,413,188
Election 2002, Series B	2005	8/1/2029	4.00% - 6.00%	4,398,987	1,401,232	-	143,142	-	1,258,090
Election 2008, Series 2009	2009	8/1/2033	2.00% - 12.00%	11,999,964	1,279,964	-	-	-	1,279,964
Direct Placement: 2019 Refunding	2020	8/1/2027	2.15%	6,918,734	6,918,734	-	801,474	-	6,117,260
					<u>\$ 11,218,983</u>	<u>\$ -</u>	<u>\$ 1,150,481</u>	<u>\$ -</u>	<u>\$ 10,068,502</u>

The annual requirements to amortize these bonds and the remaining outstanding balance are as follows:

Year Ended June 30,	General Obligation Bonds*			Direct Placement General Obligation Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 337,006	\$ 557,994	\$ 895,000	\$ 733,822	\$ 123,633	\$ 857,455
2023	325,576	594,424	920,000	778,011	107,380	885,391
2024	314,448	630,552	945,000	825,697	90,140	915,837
2025	312,894	662,106	975,000	869,191	71,920	941,111
2026	301,818	703,182	1,005,000	916,280	52,727	969,007
2027 - 2031	2,094,730	5,760,264	7,854,994	1,994,259	43,457	2,037,716
2032 - 2034	264,770	3,770,230	4,035,000	-	-	-
Total	<u>\$ 3,951,242</u>	<u>\$ 12,678,752</u>	<u>\$ 16,629,994</u>	<u>\$ 6,117,260</u>	<u>\$ 489,257</u>	<u>\$ 6,606,517</u>

*Does not include accreted interest of \$6,197,598 as of June 30, 2021

E. Note Payable

The District entered into an agreement with the California Energy Resources Conservation and Development Commission for a loan of \$2,800,000 to install solar photovoltaic panels. The project was completed during the fiscal year ending June 30, 2017. The loan bears no interest and is payable in semi-annual installments of \$147,368 beginning in December 2018. The principal payments are as follows:

Year Ended June 30,	Lease Payment
2022	\$ 294,737
2023	294,737
2024	294,737
2025	294,737
2026	294,737
2027 - 2028	442,104
Total	<u>\$ 1,915,789</u>

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 9 – FUND BALANCES

Fund balances were composed of the following elements at June 30, 2021:

	General Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
Non-spendable				
Revolving cash	\$ 1,050	\$ -	\$ 200	\$ 1,250
Stores inventory	-	-	32,381	32,381
Prepaid expenditures	49,551	-	-	49,551
Total non-spendable	50,601	-	32,581	83,182
Restricted				
Educational programs	1,122,416	-	128,689	1,251,105
Food service	-	-	17,291	17,291
Associated student body	-	-	285,084	285,084
Capital projects	-	-	2,153,348	2,153,348
Debt service	-	3,178,928	-	3,178,928
Total restricted	1,122,416	3,178,928	2,584,412	6,885,756
Committed				
Other commitments	-	-	621,146	621,146
Total committed	-	-	621,146	621,146
Assigned				
Other assignments	2,028,499	-	-	2,028,499
Total assigned	2,028,499	-	-	2,028,499
Unassigned	8,993,457	-	-	8,993,457
Total Fund Balance	\$ 12,194,973	\$ 3,178,928	\$ 3,238,139	\$ 18,612,040

The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted expenditures. The District's Minimum Fund Balance Policy requires a Reserve for Economic Uncertainties, consisting of unassigned amounts, equal to no less than 3 percent of General Fund expenditures and other financing uses.

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

A. Plan Description

The Oroville Union High School District's defined benefit OPEB plan, Oroville Union High School District Retiree Benefit Plan (the Plan) is described below. The Plan is a single-employer defined benefit plan administered by the District. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

B. Benefits Provided

The eligibility requirements and benefits provided by the Plan are as follows:

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

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)

B. Benefits Provided (continued)

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

These benefits are offered as a package through the Butte Schools Self-Funded Program ("BSSP") JPA for Confidential and Administrative employees and retirees, and through California's Valued Trust ("CVT") for Certificated and Classified employees and retirees.

C. Contributions

For fiscal year 2020-21, the District contributed \$718,591 to the Plan, all of which was used for current premiums.

D. Plan Membership

	<u>Number of participants</u>
Inactive employees receiving benefits	25
Inactive employees entitled to but not receiving benefits*	-
Participating active employees	244
Total number of participants**	<u>269</u>

*Information not provided

**As of the June, 2020 valuation date

E. Total OPEB Liability

The Oroville Union High School District's total OPEB liability of \$13,072,466 was measured as of June 30, 2021 and was determined by an actuarial valuation as of June 30, 2020.

F. Actuarial Assumptions and Other Inputs

The total OPEB liability as of June 30, 2021 was determined by an actuarial valuation as of June 30, 2020 using the following actuarial assumptions and other inputs, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2020:

Economic assumptions:

Inflation	2.25%
Salary increases	3.00%
Discount rate	2.16%
Healthcare cost trend rates	6.00% decreasing to 4.50%

**OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021**

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)

F. Actuarial Assumptions and Other Inputs (continued)

Non-economic assumptions:

Mortality:

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

Retirement rates:

Retirement rates are based on recent District retirement patterns.

Turnover rates:

Turnover rates are based on a standard actuarial table, the Crocker-Sarason Table T-5.

The discount rate was based on the Bond Buyer 20 Bond Index. The actuary assumed contributions would be sufficient to fully fund the obligation over a period not to exceed nineteen years.

G. Changes in Total OPEB Liability

	<u>June 30, 2021</u>
Total OPEB Liability	
Service cost	\$ 738,586
Interest on total OPEB liability	288,359
Changes of assumptions	36,187
Benefits payments	<u>(718,591)</u>
Net change in total OPEB liability	344,541
Total OPEB liability - beginning	<u>12,727,925</u>
Total OPEB liability - ending	<u>\$ 13,072,466</u>
 Covered-employee payroll	 \$ 15,256,327
 District's total OPEB liability as a percentage of covered-employee payroll	 85.69%

H. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the Oroville Union High School District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease (1.16%)	Valuation Discount Rate (2.16%)	1% Increase (3.16%)
Total OPEB liability	\$ 14,000,482	\$ 13,072,466	\$ 12,191,448

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (continued)

I. Sensitivity of the To Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the total OPEB liability of the Oroville Union High School District, as well as what the District's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower or one percentage point higher than the current healthcare cost trend rate:

	1% Decrease (5.00% decreasing to 3.50%)	Valuation Trend Rate (6.00% decreasing to 4.50%)	1% Increase (7.00% decreasing to 5.50%)
Total OPEB liability	\$ 11,933,332	\$ 13,072,466	\$ 14,407,401

J. OPEB Expense and Deferred Outflows and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2021, the Oroville Union High School District recognized OPEB expense of \$1,187,591. At June 30, 2021, the Oroville Union High School District reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 285,447
Changes in assumptions	1,440,627	-
District contributions subsequent to the measurement date	734,298	-
Total	\$ 2,174,925	\$ 285,447

The \$734,298 reported as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2022. Other amounts reported as deferred outflows and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources
2022	\$ 201,424	\$ 40,778
2023	201,424	40,778
2024	201,424	40,778
2025	201,424	40,778
2026	201,424	40,778
Thereafter	433,507	81,557
Total	\$ 1,440,627	\$ 285,447

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS

Qualified employees are covered under multiple-employer contributory retirement plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS). The District reported its proportionate share of the net pension liabilities, pension expense, deferred outflow of resources, and deferred inflow of resources for each of the above plans as follows:

	Net pension liability	Deferred outflows related to pensions	Deferred inflows related to pensions	Pension expense
STRS Pension	\$ 19,964,460	\$ 5,903,374	\$ 1,234,118	\$ 2,639,693
PERS Pension	9,532,617	1,666,789	116,040	1,691,086
Total	\$ 29,497,077	\$ 7,570,163	\$ 1,350,158	\$ 4,330,779

A. California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the California State Teachers' Retirement System (CalSTRS); a cost-sharing multiple employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7919 Folsom Blvd., Sacramento, CA 95826.

Benefits Provided

The CalSTRS defined benefit plan has two benefit formulas:

1. CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS. CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, known as the career factor. The maximum benefit with the career factor is 2.4 percent of final compensation.
2. CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS. CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Contributions

Active plan CalSTRS 2% at 60 and 2% at 62 members are required to contribute 10.25% and 10.205% of their salary for fiscal year 2021, respectively, and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by CalSTRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2021 was 19.10% of annual payroll reduced to 16.15% pursuant to California Senate Bill 90 (SB 90). The contribution requirements of the plan members are established by state statute. Contributions to the plan from the District were \$1,887,917 for the year ended June 30, 2021.

On-Behalf Payments

The District was the recipient of on-behalf payments made by the State of California to CalSTRS for K-12 education. These payments consist of state general fund contributions of approximately \$1,164,706 to CalSTRS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2021, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the net pension liability	\$	19,964,460
State's proportionate share of the net pension liability associated with the District		10,291,599
Total	\$	30,256,059

The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2019 and rolling forward the total pension liability to June 30, 2020. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2020, the District's proportion was 0.021 percent, which was an increase of 0.002 percent from its proportion measured as of June 30, 2019.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

For the year ended June 30, 2021, the District recognized pension expense of \$2,639,693. In addition, the District recognized pension expense and revenue of \$321,782 for support provided by the State. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between projected and actual earnings on plan investments	\$ 474,241	\$ -
Differences between expected and actual experience	35,228	563,032
Changes in assumptions	1,946,818	-
Changes in proportion and differences between District contributions and proportionate share of contributions	1,559,170	671,086
District contributions subsequent to the measurement date	1,887,917	-
Total	<u>\$ 5,903,374</u>	<u>\$ 1,234,118</u>

The \$1,887,917 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30,</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
2022	\$ 613,764	\$ 359,263
2023	1,064,932	319,708
2024	1,226,445	273,282
2025	583,481	171,442
2026	303,511	82,611
2027	223,324	27,812
Total	<u>\$ 4,015,457</u>	<u>\$ 1,234,118</u>

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Actuarial Assumptions

The total pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020 using the following actuarial assumptions, applied to all periods included in the measurement:

Consumer Price Inflation	2.75%
Investment Rate of Return*	7.10%
Wage Inflation	3.50%

* Net of investment expenses, but gross of administrative expenses.

CalSTRS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are based on MP-2016 series tables adjusted to fit CalSTRS experience.

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period July 1, 2015–June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance–PCA) as an input to the process. The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of expected 20-year geometrically linked real rates of return and the assumed asset allocation for each major asset class as of June 30, 2020, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return*
Public Equity	42%	4.80%
Real Estate	15%	3.60%
Private Equity	13%	6.30%
Fixed Income	12%	1.30%
Risk Mitigating Strategies	10%	1.80%
Inflation Sensitive	6%	3.30%
Cash/Liquidity	2%	-0.40%
	<u>100%</u>	

*20-year geometric average

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.10 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increases per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
District's proportionate share of the net pension liability	\$ 30,163,519	\$ 19,964,460	\$ 11,543,702

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees' Retirement System (CalPERS)

Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS); a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95811.

Benefits Provided

The benefits for the defined benefit plan are based on members' years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years of credited service.

Contributions

Active plan members who entered into the plan prior to January 1, 2013, are required to contribute 7.0% of their salary. The California Public Employees' Pension Reform Act (PEPRA) specifies that new members entering into the plan on or after January 1, 2013, shall pay the higher of fifty percent of normal costs or 7.0% of their salary. Additionally, for new members entering the plan on or after January 1, 2013, the employer is prohibited from paying any of the employee contribution to CalPERS unless the employer payment of the member's contribution is specified in an employment agreement or collective bargaining agreement that expires after January 1, 2013.

The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2021 was 22.68% of annual payroll reduced to 20.70% pursuant to California Senate Bill 90 (SB 90). Contributions to the plan from the District were \$960,605 for the year ended June 30, 2021.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2021, the District reported a liability of \$9,532,617 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2019 and rolling forward the total pension liability to June 30, 2020. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2020, the District's proportion was 0.031 percent, which was a decrease of 0.001 from its proportion measured as of June 30, 2019.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees' Retirement System (CalPERS) (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

For the year ended June 30, 2021, the District recognized pension expense of \$1,691,086. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between projected and actual earnings on plan investments	\$ 198,439	\$ -
Differences between expected and actual experience	472,789	-
Changes in assumptions	34,956	-
Changes in proportion and differences between District contributions and proportionate share of contributions	-	116,040
District contributions subsequent to the measurement date	960,605	-
Total	<u>\$ 1,666,789</u>	<u>\$ 116,040</u>

The \$960,605 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended June 30,</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
2022	\$ 244,891	\$ 75,033
2023	206,517	21,583
2024	160,016	19,424
2025	94,760	-
Total	<u>\$ 706,184</u>	<u>\$ 116,040</u>

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees' Retirement System (CalPERS) (continued)

Actuarial Assumptions

The total pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Discount Rate	7.15%
Salary Increases	Varies by Entry Age and Service

CalPERS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are derived using CalPERS' membership data for all funds. The table includes 15 years of mortality improvements using the Society of Actuaries Scale 90% of scale MP 2016.

The actuarial assumptions used in the June 30, 2019, valuation were based on the results of an actuarial experience study for the period from 1997 to 2015.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, both short-term and long-term market return expectations as well as the expected pension fund cash flows were taken into account. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 11 – PENSION PLANS (continued)

B. California Public Employees' Retirement System (CalPERS) (continued)

Actuarial Assumptions (continued)

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class	Assumed Asset Allocation	Real Return Years 1 – 10*	Real Return Years 11+**
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.0%	-0.92%
	<u>100.0%</u>		

*An expected inflation of 2.00% used for this period.

**An expected inflation of 2.92% used for this period.

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Schools Pool. The results of the crossover testing for the Schools Pool are presented in a detailed report that can be obtained at CalPERS' website.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.15 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15 percent) or 1-percentage-point higher (8.15 percent) than the current rate:

	1% Decrease (6.15%)	Current Discount Rate (7.15%)	1% Increase (8.15%)
District's proportionate share of the net pension liability	\$ 13,704,876	\$ 9,532,617	\$ 6,069,852

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial report.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 12 – COMMITMENTS AND CONTINGENCIES

A. Grants

The District received financial assistance from federal and state agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2021.

B. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2021.

C. Construction Commitments

As of June 30, 2021, the District had commitments with respect to unfinished capital projects of \$490,000.

NOTE 13 – PARTICIPATION IN JOINT POWERS AUTHORITIES

The District participates in four joint ventures under joint powers authorities (JPAs), the Butte Schools Self-Funded Program (BSSP), North Valley Schools Insurance Group (NVSIG), Bay Area Schools Insurance Cooperative (BASIC) and a jointly managed health and welfare benefit trust with California Valued Trust (CVT). The relationships between the District and the JPAs are such that the JPAs are not component units of the District for financial reporting purposes.

The JPAs have budgeting and financial reporting requirements independent of member units, and their financial statements are not presented in these financial statements. However, fund transactions between the JPAs and the District are included in these statements. The audited financial statements are generally available from the respective entities.

NOTE 14 – DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

A. Refunded Debt

Pursuant to GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, the District recognized deferred outflows or inflows of resources in the District-wide financial statements. The deferred inflow of resources pertains to the difference in the carrying value of the refunded debt and its reacquisition price (deferred amount on refunding). Previous financial reporting standards require this to be presented as part of the District's long-term debt. This deferred inflow of resources is recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the new debt, whichever is shorter. At June 30, 2021, the deferred amount on refunding was \$203,453.

OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2021

NOTE 14 – DEFERRED OUTFLOWS/INFLOWS OF RESOURCES (continued)

B. Pension Plans

Pursuant to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the District recognized deferred outflows of resources related to pensions and deferred inflows of resources related to pensions in the District-wide financial statements. Further information regarding the deferred outflows of resources and deferred inflows of resources can be found at Note 11. At June 30, 2021, total deferred outflows related to pensions was \$7,570,163 and total deferred inflows related to pensions was \$1,350,158.

C. Other Postemployment Benefits

Pursuant to GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, the District recognized deferred outflows of resources related to other postemployment benefits and deferred inflows of resources related to other postemployment benefits in the District-wide financial statements. Further information regarding the deferred outflows of resources and deferred inflows of resources can be found at Note 10. At June 30, 2021, total deferred outflows related to other postemployment benefits was \$2,174,925 and total deferred inflows related to other postemployment benefits was \$285,447.

NOTE 15 – RESTATEMENT OF NET POSITION AND FUND BALANCE

The beginning net position for Governmental Activities and Private-Purpose Trust Fund, and the beginning fund balance for the General Fund and Student Activity Fund have been restated due to the implementation of GASB Statement No. 84, *Fiduciary Activities*. Based on the clarifications provided by GASB Statement No. 84 and California Education Code, it has been determined that the District's ASB and scholarship accounts are not considered fiduciary because they do not meet the criteria established by GASB Statement No. 84, paragraph 11(c) and paragraph 11(b), respectively. The effect on beginning balances is presented as follows:

	Governmental Activities	Private-Purpose Trust Fund
Net Position - Beginning, as Previously Reported	\$ 5,598,863	\$ 1,518,153
Restatement	1,780,050	(1,518,153)
Net Position - Beginning, as Restated	<u>\$ 7,378,913</u>	<u>\$ -</u>

	General Fund	Student Activity Fund
Fund Balance - Beginning, as Previously Reported	\$ 6,098,818	\$ -
Restatement	1,518,153	261,897
Fund Balance - Beginning, as Restated	<u>\$ 7,616,971</u>	<u>\$ 261,897</u>

REQUIRED SUPPLEMENTARY INFORMATION

**OROVILLE UNION HIGH SCHOOL DISTRICT
GENERAL FUND – BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2021**

	Budgeted Amounts		Actual	Variances -
	Original	Final	(Budgetary Basis)	Final to Actual
REVENUES				
LCFF sources	\$ 22,929,916	\$ 26,276,652	\$ 26,276,538	\$ (114)
Federal sources	2,126,151	5,081,925	5,194,077	112,152
Other state sources	3,695,796	4,520,919	5,914,109	1,393,190
Other local sources	1,467,163	2,537,547	2,373,407	(164,140)
Total Revenues	30,219,026	38,417,043	39,758,131	1,341,088
EXPENDITURES				
Certificated salaries	11,430,548	12,183,119	11,994,428	188,691
Classified salaries	4,822,443	4,851,872	4,848,569	3,303
Employee benefits	9,452,014	9,453,572	9,450,609	2,963
Books and supplies	1,873,959	2,253,828	1,804,702	449,126
Services and other operating expenditures	2,930,043	3,762,860	3,570,677	192,183
Capital outlay	130,326	2,225,280	2,221,580	3,700
Other outgo				
Excluding transfers of indirect costs	1,028,021	1,197,848	1,117,942	79,906
Transfers of indirect costs	(77,639)	(60,960)	(61,689)	729
Total Expenditures	31,589,715	35,867,419	34,946,818	920,601
Excess (Deficiency) of Revenues				
Over Expenditures	(1,370,689)	2,549,624	4,811,313	2,261,689
Other Financing Sources (Uses)				
Transfers in	16,000	16,000	-	(16,000)
Transfers out	(224,078)	(413,224)	(233,311)	179,913
Net Financing Sources (Uses)	(208,078)	(397,224)	(233,311)	163,913
NET CHANGE IN FUND BALANCE	(1,578,767)	2,152,400	4,578,002	2,425,602
Fund Balance - Beginning, as Restated	7,616,971	7,616,971	7,616,971	-
Fund Balance - Ending	\$ 6,038,204	\$ 9,769,371	\$ 12,194,973	\$ 2,425,602

See accompanying note to required supplementary information.

OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED JUNE 30, 2021

	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Total OPEB Liability				
Service cost	\$ 738,586	\$ 717,074	\$ 843,186	\$ 820,619
Interest on total OPEB liability	288,359	400,331	365,474	378,442
Difference between expected and actual experience	-	(367,003)	-	-
Changes of assumptions	36,187	1,605,311	216,991	-
Benefits payments	<u>(718,591)</u>	<u>(697,478)</u>	<u>(752,992)</u>	<u>(724,031)</u>
Net change in total OPEB liability	344,541	1,658,235	672,659	475,030
Total OPEB liability - beginning	<u>12,727,925</u>	<u>11,069,690</u>	<u>10,397,031</u>	<u>9,922,001</u>
Total OPEB liability - ending	<u>\$ 13,072,466</u>	<u>\$ 12,727,925</u>	<u>\$ 11,069,690</u>	<u>\$ 10,397,031</u>
 Covered-employee payroll	 \$ 15,256,327	 \$ 14,811,968	 \$ 14,379,989	 \$ 13,406,438
 District's total OPEB liability as a percentage of covered-employee payroll	 85.69%	 85.93%	 76.98%	 77.55%

See accompanying note to required supplementary information.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - CALSTRS
FOR THE YEAR ENDED JUNE 30, 2021**

	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
District's proportion of the net pension liability	0.021%	0.019%	0.018%	0.019%	0.020%	0.020%	0.020%
District's proportionate share of the net pension liability	\$ 19,964,460	\$ 17,113,903	\$ 16,765,706	\$ 17,619,782	\$ 16,176,200	\$ 13,464,800	\$ 11,687,400
State's proportionate share of the net pension liability associated with the District	10,291,599	9,336,852	9,599,198	10,423,799	8,927,028	7,121,376	7,057,428
Total	\$ 30,256,059	\$ 26,450,755	\$ 26,364,904	\$ 28,043,581	\$ 25,103,228	\$ 20,586,176	\$ 18,744,828
District's covered payroll	\$ 11,259,807	\$ 10,393,685	\$ 9,594,243	\$ 10,390,571	\$ 10,088,653	\$ 9,373,559	\$ 8,806,521
District's proportionate share of the net pension liability as a percentage of its covered payroll	177.31%	164.66%	174.75%	169.57%	160.34%	143.65%	132.71%
Plan fiduciary net position as a percentage of the total pension liability	71.80%	72.60%	71.00%	69.50%	70.00%	74.00%	76.50%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - CALPERS
FOR THE YEAR ENDED JUNE 30, 2021**

	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
District's proportion of the net pension liability	0.031%	0.032%	0.031%	0.032%	0.031%	0.032%	0.032%
District's proportionate share of the net pension liability	\$ 9,532,617	\$ 9,185,255	\$ 8,303,833	\$ 7,726,216	\$ 6,102,769	\$ 4,687,351	\$ 3,610,074
District's covered payroll	\$ 4,677,626	\$ 4,366,264	\$ 4,054,676	\$ 4,728,723	\$ 4,215,957	\$ 3,998,190	\$ 3,341,697
District's proportionate share of the net pension liability as a percentage of its covered payroll	203.79%	210.37%	204.80%	163.39%	144.75%	117.24%	108.03%
Plan fiduciary net position as a percentage of the total pension liability	70.00%	70.00%	70.80%	71.90%	73.90%	79.40%	83.40%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF DISTRICT CONTRIBUTIONS - CALSTRS
FOR THE YEAR ENDED JUNE 30, 2021**

	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
Contractually required contribution	\$ 1,887,917	\$ 1,893,181	\$ 1,638,348	\$ 1,441,601	\$ 1,280,840	\$ 1,057,385	\$ 813,784
Contributions in relation to the contractually required contribution*	(1,887,917)	(1,893,181)	(1,638,348)	(1,441,601)	(1,280,840)	(1,057,385)	(813,784)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District's covered payroll	\$ 11,949,726	\$ 11,259,807	\$ 10,393,685	\$ 9,594,243	\$ 10,390,571	\$ 10,088,653	\$ 9,373,559
Contributions as a percentage of covered payroll	15.80%	16.81%	15.76%	15.03%	12.33%	10.48%	8.68%

*Amounts do not include on-behalf contributions

See accompanying note to required supplementary information.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF DISTRICT CONTRIBUTIONS - CALPERS
FOR THE YEAR ENDED JUNE 30, 2021**

	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
Contractually required contribution	\$ 960,605	\$ 914,598	\$ 789,376	\$ 638,148	\$ 577,929	\$ 439,552	\$ 414,467
Contributions in relation to the contractually required contribution*	(960,605)	(914,598)	(789,376)	(638,148)	(577,929)	(439,552)	(414,467)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District's covered payroll	\$ 4,639,210	\$ 4,677,626	\$ 4,366,264	\$ 4,054,676	\$ 4,728,723	\$ 4,215,957	\$ 3,998,190
Contributions as a percentage of covered payroll	20.71%	19.55%	18.08%	15.74%	12.22%	10.43%	10.37%

*Amounts do not include on-behalf contributions

**OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2021**

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedule

This schedule is required by GASB Statement No. 34 as required supplementary information (RSI) for the General Fund and for each major special revenue fund that has a legally adopted annual budget. The budgetary comparison schedule presents both (a) the original and (b) the final appropriated budgets for the reporting period as well as (c) actual inflows, outflows, and balances, stated on the District's budgetary basis. A separate column to report the variance between the final budget and actual amounts is also presented, although not required.

Schedule of Changes in Total OPEB Liability and Related Ratios

This 10-year schedule is required by GASB Statement No. 75 for all sole and agent employers that provide other postemployment benefits (OPEB). Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 75 was applicable. The schedule presents the sources of change in the total OPEB liability, and the components of the total OPEB liability and related ratios, including the total OPEB liability as a percentage of covered-employee payroll.

Changes in Benefit Terms

There were no changes in benefit terms since the previous valuations for OPEB.

Changes in Assumptions

The discount rate has changed from 2.20% to 2.16% since the prior measurement date.

Schedule of the District's Proportionate Share of the Net Pension Liability

This 10-year schedule is required by GASB Statement No. 68 for each cost-sharing pension plan. Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 68 was applicable. The schedule presents the District's proportion (percentage) of the collective net pension liability, the District's proportionate share (amount) of the collective net pension liability, the District's covered payroll, the District's proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered payroll, and the pension plan's fiduciary net position as a percentage of the total pension liability.

Changes in Benefit Terms

There were no changes in benefit terms since the previous valuations for CalSTRS and CalPERS.

Changes in Assumptions

There were no changes in economic assumptions since the previous valuations for CalSTRS and CalPERS.

Schedule of District Contributions

This 10-year schedule is required by GASB Statement No. 68 for each cost-sharing pension plan. Until a full 10-year trend is compiled, the schedule will only show those years under which GASB Statement No. 68 was applicable. The schedule presents the District's statutorily or contractually required employer contribution, the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution, the difference between the statutorily or contractually required employer contribution and the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution, the District's covered payroll, and the amount of contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution as a percentage of the District's covered payroll.

**OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION, continued
FOR THE YEAR ENDED JUNE 30, 2021**

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended June 30, 2021, the District incurred no excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule by major object code.

SUPPLEMENTARY INFORMATION

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

Federal Grantor/Pass-Through Grantor/Program or Cluster	AL Number	Pass-Through Entity Identifying Number	Federal Expenditures
U. S. DEPARTMENT OF EDUCATION:			
<i>Passed through California Department of Education:</i>			
Title I, Part A, Basic Grants Low-Income and Neglected Adult Education	84.010	14329	\$ 582,425
Adult Education: Adult Basic Education & ESL	84.002A	14508	41,640
Adult Education: Adult Secondary Education	84.002	13978	120,049
Subtotal Adult Education			161,689
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	14341	33,107
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	15,622
Title VI, Part B, Rural & Low Income School Program	84.358B	14356	10,859
Indian Education	84.060	10011	77,286
IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	333,552
Vocational Programs: Voc & Appl Tech Secondary II C, Sec 131 (Carl Perkins Act)	84.048	14894	74,156
COVID-19 Emergency Acts Funding/Education Stabilization Fund Discretionary Grants: [1]			
Governor's Emergency Education Relief (GEER) Fund	84.425C	15517	138,972
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	92,574
Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	1,119,406
Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	84.425	15535	1,137
Subtotal Education Stabilization Fund Discretionary Grants			1,352,089
Total U. S. Department of Education			2,640,785
U. S. DEPARTMENT OF AGRICULTURE:			
<i>Passed through California Department of Education:</i>			
COVID-19 Emergency Acts Funding/Extending Summer Food Service Program and SSO:			
Child Nutrition Cluster			
School Breakfast Program - Needy	10.553	13526	190,021
National School Lunch Program	10.555	13391	229,122
USDA Commodities [2]	10.555	*	70,267
Subtotal Child Nutrition Cluster			489,410
CACFP Claims - Centers and Family Day Care	10.558	13393	22,819
Forest Reserve Funds	10.665	10044	13,102
Total U. S. Department of Agriculture			525,331
U. S. DEPARTMENT OF THE TREASURY:			
<i>Passed through California Department of Education:</i>			
COVID-19 Emergency Acts Funding:			
Coronavirus Relief Fund (CRF): Learning Loss Mitigation [1]	21.019	25516	2,025,767
Total U. S. Department of the Treasury			2,025,767
Total Federal Expenditures			\$ 5,191,883

[1] - Major Program

[2] - In-Kind Contribution

* - Pass-Through Entity Identifying Number not available or not applicable

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR ENDED JUNE 30, 2021**

Grade Level	2020-21 Number of Days	Status
Grade 9	180	Complied
Grade 10	180	Complied
Grade 11	180	Complied
Grade 12	180	Complied

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2021**

	2022 (Budget)	2021	2020	2019
General Fund - Budgetary Basis				
Revenues And Other Financing Sources	\$ 40,329,100	\$ 39,758,131	\$ 30,895,642	\$ 31,043,850
Expenditures And Other Financing Uses	35,929,405	35,180,129	30,773,591	30,620,872
Net change in Fund Balance	\$ 4,399,695	\$ 4,578,002	\$ 122,051	\$ 422,978
Ending Fund Balance	\$ 16,594,668	\$ 10,676,820	\$ 6,098,819	\$ 5,976,768
Available Reserves*	\$ 13,257,596	\$ 8,993,457	\$ 5,357,426	\$ 4,258,656
Available Reserves As A Percentage Of Outgo	36.90%	25.56%	17.41%	13.91%
Long-term Liabilities	\$ 59,643,891	\$ 61,013,886	\$ 58,820,009	\$ 57,812,976
Average Daily Attendance At P-2**	2,143	2,048	2,048	2,016

The General Fund ending fund balance has increased by \$4,700,052 over the past two years. The fiscal year 2021-22 budget projects a further increase of \$4,399,695. For a District this size, the State recommends available reserves of at least 3% of General Fund expenditures, transfers out, and other uses (total outgo).

The District has incurred operating surpluses in each of the past three years and anticipates incurring an operating surplus during the 2021-22 fiscal year. Total long-term obligations have increased by \$3,200,910 over the past two years.

Average daily attendance has increased by 33 ADA over the past two years. ADA is anticipated to increase by 95 during the 2021-22 fiscal year.

*Available reserves consist of all unassigned fund balance within the General Fund.

**Due to the COVID-19 pandemic, Average Daily Attendance at P-2 was not reported in 2021. Funding was based on Average Daily Attendance at P-2 as reported in 2020.

**OROVILLE UNION HIGH SCHOOL DISTRICT
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH AUDITED FINANCIAL
STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021**

There were no adjustments necessary to reconcile fund balances between the Annual Financial and Budget Report with the Audited Financial Statements.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SCHEDULE OF CHARTER SCHOOLS
FOR THE YEAR ENDED JUNE 30, 2021**

The District is not the sponsoring local educational agency for any charter schools.

OROVILLE UNION HIGH SCHOOL DISTRICT
COMBINING BALANCE SHEET
JUNE 30, 2021

	Student Activity Fund	Adult Education Fund	Cafeteria Fund	Capital Facilities Fund	Non-Major Governmental Funds
ASSETS					
Cash and investments	\$ 290,748	\$ 761,374	\$ 285,559	\$ 2,154,679	\$ 3,492,360
Accounts receivable	-	72,384	1,142	-	73,526
Stores inventory	24,479	-	7,902	-	32,381
Total Assets	\$ 315,227	\$ 833,758	\$ 294,603	\$ 2,154,679	\$ 3,598,267
LIABILITIES					
Accrued liabilities	\$ 5,664	\$ 45,829	\$ 1,737	\$ 1,331	\$ 54,561
Due to other funds	-	37,894	267,673	-	305,567
Total Liabilities	\$ 5,664	\$ 83,723	\$ 269,410	\$ 1,331	\$ 360,128
FUND BALANCES					
Non-spendable	24,479	200	7,902	-	32,581
Restricted	285,084	128,689	17,291	2,153,348	2,584,412
Committed	-	621,146	-	-	621,146
Total Fund Balances	\$ 309,563	\$ 750,035	\$ 25,193	\$ 2,153,348	\$ 3,238,139
Total Liabilities and Fund Balance	\$ 315,227	\$ 833,758	\$ 294,603	\$ 2,154,679	\$ 3,598,267

See accompanying note to supplementary information.

**OROVILLE UNION HIGH SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2021**

	Student Activity Fund	Adult Education Fund	Cafeteria Fund	Capital Facilities Fund	Non-Major Governmental Funds
REVENUES					
Federal sources	\$ -	\$ 161,689	\$ 513,366	\$ -	\$ 675,055
Other state sources	-	88,794	80,144	-	168,938
Other local sources	176,301	1,377,300	3,400	840,001	2,397,002
Total Revenues	176,301	1,627,783	596,910	840,001	3,240,995
EXPENDITURES					
Current					
Instruction	-	896,089	-	-	896,089
Instruction-related services					
Instructional library, media, and technology	-	5,580	-	-	5,580
School site administration	-	427,368	-	-	427,368
Pupil services					
Food services	-	-	811,498	-	811,498
General administration					
All other general administration	-	36,704	24,985	41,892	103,581
Plant services	-	149,898	-	-	149,898
Facilities acquisition and maintenance	-	-	-	1,331	1,331
Ancillary services	128,635	-	-	-	128,635
Total Expenditures	128,635	1,515,639	836,483	43,223	2,523,980
Excess (Deficiency) of Revenues Over Expenditures	47,666	112,144	(239,573)	796,778	717,015
Other Financing Sources (Uses)					
Transfers in	-	-	233,311	-	233,311
Net Financing Sources (Uses)	-	-	233,311	-	233,311
NET CHANGE IN FUND BALANCE	47,666	112,144	(6,262)	796,778	950,326
Fund Balance - Beginning, as Restated	261,897	637,891	31,455	1,356,570	2,287,813
Fund Balance - Ending	\$ 309,563	\$ 750,035	\$ 25,193	\$ 2,153,348	\$ 3,238,139

See accompanying note to supplementary information.

**OROVILLE UNION HIGH SCHOOL DISTRICT
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
JUNE 30, 2021**

The Oroville Union High School District was established in 1892. There were no changes in the boundaries of the District during the current year. The District is currently operating two high schools, one continuation school, one community day school and one adult education program.

GOVERNING BOARD

Member	Office	Term Expires
Scott Damon	President	2024
Amber Englund	Vice President	2022
Ray Sehorn	Clerk	2024
Bonnie King	Trustee	2022
Nannette Walker	Trustee	2022

DISTRICT ADMINISTRATORS

Dr. Corey Willenberg
Superintendent

Susan Watts, CMA, CPA
Assistant Superintendent/CBO

**OROVILLE UNION HIGH SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
JUNE 30, 2021**

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

	AL	
	Number	Amount
Total Federal Revenues reported in the Statement of Revenues, Expenditures, and Changes in Fund Balance		\$ 5,869,132
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	(517,981)
Coronavirus Relief Fund (CRF): Learning Loss Mitigation	21.019	(41,964)
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	(88,926)
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	(28,378)
Total Expenditures reported in the Schedule of Expenditures of Federal Awards		<u>\$ 5,191,883</u>

The District has not elected to use the 10 percent de minimis indirect cost rate.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the District and whether the District complied with article 8 (commencing with section 46200) of chapter 2 of part 26 of the *Education Code*.

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Annual Financial and Budget Report Unaudited Actuals to the audited financial statements.

Schedule of Charter Schools

This schedule lists all charter schools chartered by the District and displays information for each charter school on whether or not the charter school is included in the District audit.

Combining Statements – Non-Major Funds

These statements provide information on the District's non-major funds.

Local Education Agency Organization Structure

This schedule provides information about the District's boundaries and schools operated, members of the governing board, and members of the administration.

OTHER INDEPENDENT AUDITORS' REPORTS



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Independent Auditors' Report

Governing Board
Oroville Union High School District
Oroville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oroville Union High School District, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Oroville Union High School District's basic financial statements, and have issued our report thereon dated January 10, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Oroville Union High School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Oroville Union High School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Oroville Union High School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oroville Union High School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

348 Olive Street
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92103

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 10, 2022



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

Governing Board
Oroville Union High School District
Oroville, California

Report on Compliance for Each Major Federal Program

We have audited Oroville Union High School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Oroville Union High School District's major federal programs for the year ended June 30, 2021. Oroville Union High School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Oroville Union High School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Oroville Union High School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Oroville Union High School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Oroville Union High School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

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Report on Internal Control Over Compliance

Management of Oroville Union High School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Oroville Union High School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Oroville Union High School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
January 10, 2022



REPORT ON STATE COMPLIANCE

Independent Auditors' Report

Governing Board
Oroville Union High School District
Oroville, California

Report on State Compliance

We have audited Oroville Union High School District's compliance with the types of compliance requirements described in the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810 that could have a direct and material effect on each of Oroville Union High School District's state programs for the fiscal year ended June 30, 2021, as identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Oroville Union High School District's state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the state programs noted below occurred. An audit includes examining, on a test basis, evidence about Oroville Union High School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the requirements referred to above. However, our audit does not provide a legal determination of Oroville Union High School District's compliance with those requirements.

Opinion on State Compliance

In our opinion, Oroville Union High School District complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the table below for the year ended June 30, 2021.

Procedures Performed

In connection with the audit referred to above, we selected and tested transactions and records to determine Oroville Union High School District's compliance with the state laws and regulations applicable to the following items:

PROGRAM NAME	PROCEDURES PERFORMED
Local Education Agencies Other Than Charter Schools	
Attendance and Distance Learning	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Not Applicable
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Yes
District of Choice	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
California Clean Energy Jobs Act	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Charter Schools	
Independent Study-Course Based; for charter schools	Not Applicable
Attendance; for charter schools	Not Applicable
Mode of Instruction; for charter schools	Not Applicable
Nonclassroom-Based Instruction/Independent Study; for charter schools	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction; for charter schools	Not Applicable
Charter School Facility Grant Program	Not Applicable

Christy White, Inc.

San Diego, California
January 10, 2022

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**OROVILLE UNION HIGH SCHOOL DISTRICT
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2021**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major program:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)?	<u>No</u>
Identification of major programs:	

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
<u>84.425, 84.425C, 84.425D</u>	<u>Education Stabilization Fund Discretionary Grants</u>
<u>21.019</u>	<u>Coronavirus Relief Fund (CRF): Learning Loss Mitigation</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Internal control over state programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>

**OROVILLE UNION HIGH SCHOOL DISTRICT
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2021**

FIVE DIGIT CODE

20000
30000

AB 3627 FINDING TYPE

Inventory of Equipment
Internal Control

There were no financial statement findings or questioned costs for the year ended June 30, 2021.

**OROVILLE UNION HIGH SCHOOL DISTRICT
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

FIVE DIGIT CODE

50000

AB 3627 FINDING TYPE

Federal Compliance

There were no federal award findings or questioned costs for the year ended June 30, 2021.

**OROVILLE UNION HIGH SCHOOL DISTRICT
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

FIVE DIGIT CODE

10000
40000
42000
43000
60000
61000
62000
70000
71000
72000

AB 3627 FINDING TYPE

Attendance
State Compliance
Charter School Facilities Programs
Apprenticeship: Related and Supplemental Instruction
Miscellaneous
Classroom Teacher Salaries
Local Control Accountability Plan
Instructional Materials
Teacher Misassignments
School Accountability Report Card

There were no state award findings or questioned costs for the year ended June 30, 2021.

**OROVILLE UNION HIGH SCHOOL DISTRICT
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2021**

There were no findings or questioned costs for the year ended June 30, 2020.

OROVILLE UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL/SUPERVISORY UNIT SALARY SCHEDULE
FISCAL YEAR 2021/22
with 4.79%

Position (Monthly Salary)	Paid Days	A	B	C	D	E	7th	10th	13th	16th	19th	22nd	25th	28th	31st
Director of Facilities, Information Technology and Transportation	260	7,188	7,547	7,924	8,320	8,736	8,998	9,269	9,546	9,832	10,128	10,432	10,744	11,067	11,399
Executive Assistant	260	4,647	4,879	5,123	5,379	5,648	5,818	5,993	6,173	6,358	6,547	6,745	6,948	7,156	7,369
Senior Personnel Technician	260	4,476	4,698	4,935	5,180	5,440	5,603	5,770	5,944	6,123	6,305	6,494	6,690	6,890	7,096
Senior Budget & Accounting Technician															
Payroll Technician															
Acct Payable & Purchasing Technician	260	3,571	3,939	4,134	4,342	4,557	4,694	4,834	4,981	5,128	5,284	5,442	5,605	5,773	5,946
Budget & Accounting Technician															
Receptionist/CBO Secretary	240	2,920	3,070	3,221	3,385	3,550	3,658	3,768	3,881	3,998	4,117	4,241	4,368	4,500	4,635
Position (Hourly Rate)	Paid Days	A	B	C	D	E	7th	10th	13th	16th	19th	22nd	25th	28th	31st
Food Service Director	240	29.19	30.66	32.20	33.84	35.49	36.55	37.66	38.79	39.97	41.15	42.39	43.66	44.97	46.32
Educational Services Technician	240	19.15	20.12	21.09	22.19	23.27	23.98	24.70	25.43	26.21	26.99	27.81	28.64	29.51	30.40

*Director of Facilities, Information Technology, and Transportation receives 20 Vacation days per year
Hourly equivalent rates are computed on the basis of a 40 hour week and 173.33 hours per month

Effective: July 1, 2021

Approved:

TENTATIVE AGREEMENT BETWEEN
OROVILLE UNION HIGH SCHOOL DISTRICT AND THE
OROVILLE SECONDARY TEACHERS ASSOCIATION

January 18, 2022

The Tentative Agreement entered herein by the Oroville Union High School District and the Oroville Secondary Teachers Association is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE IV
NEGOTIATION PROCEDURE**

1. No later than the first Board meeting in February of each calendar year, both parties will have submitted their initial proposal for public input. No later than March 1 of each calendar year both parties shall meet and negotiate in good faith. Any agreement reached between the parties shall be reduced to writing and signed by them. Such agreement shall be binding upon both parties.
2. The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
3. Either party may utilize the services of outside consultants to assist in the negotiations.
4. The Board shall furnish the Association, upon request, with a copy of all County and State required reports, as well as copies of all budgetary and any other information that the Board or the Administration has which are necessary for the Association to fulfill its role as the exclusive bargaining representative.
5. Negotiations shall occur within five (5) working days of a written request for a meeting by either party at a mutually agreeable time and place.
 - A. Items under negotiation which have been rejected by the Board shall be communicated with the Board's reason(s) for such rejection, to the Association's bargaining team, and vice versa.
 - B. Upon receipt of same, both parties have an obligation to review and reassess in good faith all available information and to seek additional information, if needed, in an effort to arrive at a mutually-acceptable decision.
6. The District shall provide substitutes for five (5) representatives of the Association's bargaining team, without loss of compensation, to attend negotiations, impasse proceedings, and fact-finding hearings. The Association may request and the District shall provide reasonable release time, including substitutes, for Association team members for up to a full day to prepare between negotiation sessions or to prepare for impasse proceedings and fact-finding hearings. Whenever possible, OSTA shall provide the District with at least three (3) work days' advanced notice to the Superintendent of its intent to use such release time.
7. The parties may mutually agree to negotiate any matter using interest-based bargaining (IBB) during the term of this Agreement.

ARTICLE V
ASSOCIATION RIGHTS

1. Purpose: The purpose of this Article is to comply with the provisions of Chapter 21, Stats. 2017 (AB 119) regarding OSTA's right of access to specified information for new employees, access to orientation sessions with new employees, as well as provision of information regarding current employees.
2. New Bargaining Unit Orientation/Onboarding Sessions
 - A. The District will provide to the Association President and to the Association designee advanced written notice of the date, time and location via email or certified mail of all new Bargaining Unit Member orientation sessions. For the annual orientation session(s), the District will provide such notice to the Association no less than twenty-one (21) calendar days prior to the orientation session(s). For other orientation sessions that may occur throughout the year, such notice of the date, time and location shall be provided to the Association with as much notice as possible, but no less than ten (10) days prior to the new bargaining unit member orientation session. In the event the District is unable to comply with the stated amount of advanced notice due to an urgent need critical to the employer's operations, the Association will be provided as much notice as possible. The Association shall notify the district of its representative plus one alternate in the event the representative is not available to meet at the designated time.
 - B. In the event the new bargaining unit member orientation session takes place during a normal contractual work day, one Association representative will be provided released time, without loss of compensation, to attend the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. If such release is not feasible due to an urgent need critical to the employer's operations, the District will work with the Association to reschedule an Association orientation meeting with the new hire(s). The Association shall inform the District in advance of its designated representative(s). If the District schedules the new employee orientation during the Association representative's preparation period, the representative will earn a compensation period.
 - C. During all new bargaining unit orientation sessions, the Association will be provided at least sixty(60) minutes of uninterrupted time to communicate with the new Bargaining Unit Member(s), without the presence of District staff. The start-of-school new employee orientation shall not be placed at the end of a session day unless the Association requests to be placed at the end of the agenda.
 - D. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations sessions and will have access to District audio visual equipment for Association presentations. CTA endorsed vendors and CTA staff will not create a distraction or interruption of the District's time during the session. The Association will provide the district two working days' notice of the audio visual equipment needed for the orientation, unless timelines are shortened due to an urgent need critical to the employer's operations.

E. The Association will provide the District with the names of its elected officers and site representatives and may provide additional information for the District to include with the new employee information packets

3. Within thirty days of hiring a new bargaining unit member, the District will provide the following information to the Association president in digital Excel format, sorted by seniority date:

- 1) Name
- 2) Home address
- 3) Phone numbers: work, home, cell
- 4) Personal (non-District) email address
- 5) School site
- 6) Assignment
- 7) Seniority date (defined as first date of paid service in a probationary position)
- 8) Full-time equivalent status
- 9) Employment status (i.e., probationary, permanent, temporary, etc.)
- 10) Type of credential(s) (i.e., clear, preliminary, short-term staff permit, provisional intern permit ["PIP"] or college internship, etc.)

4. In addition, on the last working day of August, November, February, and May, the District will provide to the Association president the following information in digital Excel format for all bargaining unit members:

- 1) Name
- 2) Home address
- 3) Phone numbers (work, home and cellular)
- 4) Personal (non-district) phone number
- 5) School site
- 6) Assignment
- 7) Seniority date (defined as first date of paid service in a probationary position)
- 8) Full-time equivalent status
- 9) Employment status
- 10) Type of credential ((i.e., clear, preliminary, short-term staff permit, provisional intern permit ["PIP"] or college internship, etc.)
- 11) Indication of any Bargaining Unit Member on Leave of Absence
- 12) Indication of whether the District is deducting dues for membership in the Association

5. The OSTA President will be entitled to up to eight (8) days per year of release time to conduct Association business as needed and requested, paid by the District. These days shall be in addition to the three (3) Association Leave days provided in Article XVII. The first four (4) days will be at District expense; the fifth (5th) and six (6th) days will be reimbursed to the District by OSTA at the cost of a substitute; the seventh (7th) and eighth (8th) days, if needed will be at District expense. The President shall provide at least three (3) work days' advanced notice to the Superintendent of his/her intent to use such leave.

ARTICLE VII HOURS AND DAYS OF EMPLOYMENT

1. A unit member is a professional person whose responsibility of employment is based on educational service rendered rather than a specified number of working hours. Not all professional duties can or need be performed at the school site. Therefore, the total length of the unit member day, including preparation time and duty-free lunch, shall not exceed seven (7) hours and thirty (30) minutes per day. The specific times to report to and leave from school will be mutually established at each school and will be indicated in the Faculty Handbook.

A. The work day of the school social worker shall be seven hours (7) and thirty (30) minutes per day (inclusive of a thirty [30] minute duty-free lunch) on a daily schedule that is based on the needs of the position and which may vary from day to day as determined by the unit member and the administrator.

B. The bell schedules are posted in Appendix J.

2. On days when unit members are scheduled to work but the students are not scheduled to be present, or on days of an emergency release of students or on minimum student days, the work day shall be seven and one-half (7-1/2) for all unit members, (inclusive of a thirty [30] minute duty-free lunch period) unless otherwise reduced by the District Management.
3. All unit members shall be entitled to a thirty (30) minute duty-free lunch period. Unit members may leave the school grounds during their lunch period.
4. Within the above required time period, unit members are responsible for other duties during the day. These duties will be assigned by the Administration as fairly and equally as is possible in meeting the needs of the school.
5. Each unit member will be responsible for participation in one back-to-school night and may be responsible for the supervision of one dance per year. (Refer to Paragraph Eleven (11) for unit members with less than a full-time assignment.)
 - A. School site principal may assign six (6) unit members including advisors per dance for only six (6) dances per year. For combined dances (2 per year) the total unit member supervision requirement will be twelve (12). Any additional dances that will require supervision will be acquired by the sponsoring clubs or group, and that supervision will be subject to the approval of the site principal.
 - B. Dance Duty assignments will be made by lottery after positions are filled by volunteers. Class advisors will not be considered volunteers. A unit member selected by lottery to fill a dance duty position will be placed into the lottery for the following year only if there are not enough unit members in the lottery to fill the positions that year.
 - C. Unit members assigned to supervise a dance may trade with another teacher for another assigned duty, i.e., yard duty, lunch duty, bus duty, etc. with the approval of the site principal.
6. Upon reasonable request by the Administration, unit members shall be responsible for other duties such as program development, professional growth activities, parent

conference, committee assignments, faculty and district meetings, and special help to students.

7. Each full-time unit member, with the exception of counselors, librarians, and school social workers shall teach a maximum of five regular teaching periods per day.

Each full-time unit member, with the exception of counselors, librarians, and school social workers shall have (under the six (6) period schedule) at least one (1) preparation period every day which is duty free and equivalent in length to that of a regular teaching period. Only during a unit member's preparation period, he/she may be asked to volunteer, but he/she shall not be required to substitute for any other unit member who may be absent, with the exception of a bona fide emergency, such as a unit member's sudden illness during a class. During the consultation period, unit members will be available for student related activities.

In case of the unavailability of a substitute, unit members may voluntarily substitute for other unit members. A unit member may be asked by the site administrator to provide substitute service only during his/her preparation period. The unit member shall be compensated according to the following options:

- A. Three (3) periods of accumulated substitutions can be used as one-half ($\frac{1}{2}$) day leave without regard to reason, subject to prior notice and scheduling approval of the site principal. Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities, requiring the presence of the bargaining unit member. If the date requested is denied by the site principal, an appeal may be filed with the superintendent.
- B. Five (5) periods of accumulated substitutions can be used as one (1) day leave without regard to reason, subject to prior notice and scheduling approval by the site principal. Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances, such as staff development days or accreditation activities, requiring the presence of the bargaining unit member. If the date requested is denied by the site principal, an appeal may be filed with the superintendent.
- C. Compensatory days for substitute periods may be accumulated from year to year, however, no more than ten (10) compensatory days may be carried over into the next school year, and no more than five (5) compensatory days may be used consecutively.
- D. Unit Members who have earned compensatory periods may choose to be paid one hour at the IEP/Class Coverage rate for any compensatory periods rather than carry them over to the next school year. Unit Members who choose this option shall submit a time-sheet to their supervisor or the supervisor's designee within five (5) work days of earning the compensatory period.
[NOTE: *For any compensatory time accrued prior to the ratification of this Agreement, Unit Members shall have the option to be paid at the IEP/Class Coverage rate for any compensatory periods they have accumulated and shall inform the District of their intent to be paid within two weeks of ratifying this

- E. Unit Members who have accumulated 10 compensatory days shall not accrue additional compensatory days but shall be paid one hour at the IEP/Class Coverage rate for compensatory periods earned.

8. The number of scheduled work days for unit members shall be one hundred eighty-four (184) days, of which no more than one hundred eighty (180) will be student contact days, as set forth in the school Board's adopted "school calendar". Prior to the first student contact day, there will be two (2) days of in-service of which one-half ($1/2$) of one (1) day shall be reserved for teacher classroom preparation. There shall also be one (1) day of in-service between semesters, and one (1) day of in-service on the closing date of school. (If extended year funding is withdrawn, the number of work days will revert to those specified in the 1983/84 contract.)

For the in-service day between semesters, the District may have up to two and one-half ($2\frac{1}{2}$) hours for district in-service. The remainder of the day will be allocated for certificated staff to prepare for the next semester. The district agrees that if there is not a need for an in-service, the entire day will be designated for teachers to prepare for the next semester.

9. Counselors and Librarians and School Social Workers: Each full time equivalent counselor/librarian/social worker shall work the one hundred eighty-four (184) days determined by the annual school calendar. Each counselor/librarian/social worker shall be entitled to a thirty (30) minute duty-free lunch period during the seven and one-half ($7\frac{1}{2}$) hour work day. The administration may direct the counselors, and/or librarians, and or/social workers to work up to an additional maximum of five days, which will be compensated at the individual's daily rate of pay. Individual employees may choose compensation days in lieu of pay for any or all of the five days. In addition, the District may choose to offer all counselors, librarians and/or social workers up to an additional five days, and compensation offered will uniformly be either per-diem pay or compensation time, at the District's option. If the District uniformly offers per diem pay, the individual employee may choose to receive compensation time in lieu of any of all of the additional five days. The District shall notify the employees of the need for the additional days by no later than April 1st. Employees offered the extra days may choose not to work the additional second five days. Scheduling of the additional days and compensation days will be mutually agreed upon by the employee and the principle/designee.
10. The opening date of school, the closing date of school, and the established holidays shall be set by the District Superintendent in consultation with the superintendents of the elementary feeder school districts, neighboring districts and Butte College.
11. **PART-TIME EMPLOYMENT: Teachers:** Part-time employment is the number of regular teaching periods taught based on the five (5) period teaching day.

A full-time unit member's day is seven and one-half ($7\frac{1}{2}$) hours, inclusive of a thirty (30) minute duty-free lunch period. Any part-time unit member should be responsible for time on campus commensurate with the percentage of pay said unit member is receiving. Since a seven and one-half ($7\frac{1}{2}$) hour day converts to 450 minutes, and since a duty-free lunch of

thirty (30) minutes reduces the actual work time to 420 minutes, this is the basis upon which the following calculations are made.

- 1/5 time unit member (.2 FTE) is responsible for 84 minutes and no duty, but one back-to-school night. ($420 \times .2 = 84$ minutes)
- 2/5 time unit member (.4 FTE) is responsible for 168 minutes and one dance and one back-to-school night. ($420 \times .4 = 168$ minutes)
- 3/5 time unit member (.6 FTE) is responsible for 252 minutes and full duty. ($420 \times .6 = 252$ minutes)
- 4/5 time unit member (.8 FTE) is responsible for 336 minutes and full duty. ($420 \times .8 = 336$ minutes)+ 30 minute lunch

12. **PART-TIME EMPLOYMENT: Counselors, Librarians and Social Workers:** Part-time employees will be paid the proportionate amount of salary compared to a full-time assignment. Full-time for counselors, librarians, and school social workers is five days per week, seven and one-half ($7 \frac{1}{2}$) hours per day, inclusive of a thirty (30) minute duty-free lunch. Part-time for counselors, librarians, and school social workers is less than five days per week and/or less than seven and one-half ($7 \frac{1}{2}$) hours per day.

13. If any State and/or Federal required testing necessitates a schedule change in order to accommodate a testing schedule, paragraph #7 of Article VII will be suspended for the duration of the test.

14. ATTENDING IEP's AND SECTION 504 CONFERENCES (per the May 2013 Settlement Agreement)

1. Bargaining unit members shall attend IEP and Section 504 conferences for students that are the responsibility of the OUHSD ("District") (even if students attend programs outside the District), as required by state and federal law.
2. IEP and Section 504 meetings shall be scheduled during the regular work day. Such meetings may be scheduled during any instructional, consultation or preparation periods. Any bargaining unit member shall be allowed to leave the meeting when the IEP or Section 504 team determines that they are no longer needed whether or not a substitute teacher covers his/her class.
3. If the District believes an IEP or Section 504 meeting may extend in any part beyond the regular work day, it shall ask for volunteers to attend such meetings. If more than one bargaining unit member volunteers, the District shall allow any unit member who volunteers to attend and will pay the unit member(s) according to paragraph 6 below.
4. The District may direct bargaining unit members to attend IEP and Section 504 meetings that take place in any part after the regular work day only under the following circumstances:
 - a. The District has sought volunteers among the student's teachers and found none
 - b. If no bargaining unit member volunteers, then the District must provide five (5) school days' notice to the unit member that it directs to attend

such a meeting. Any bargaining unit member shall be allowed to leave the meeting when the IEP or Section 504 team determines that they are no longer needed.

- c. If a volunteer(s) come(s) forward after a bargaining unit member is directed to attend such a meeting, the District shall utilize the volunteer(s) instead.
5. A bargaining unit member who attends an IEP or Section 504 meeting during his/her preparation period at the direction of the District shall be compensated by a comp period.
6. A bargaining unit member who attends an IEP or Section 504 meeting that extends in any part beyond 3:15 p.m. shall be compensated the minimum amount of \$50. If the meeting extends beyond one hour in length after the end of the contractual work day, the additional time shall be compensated at the rate of \$50 per hour for each fraction of an hour that the meeting lasts. The \$50 rate of pay shall be increased by the same percentage as any future percentage wage increase of the salary schedule for the bargaining unit. For the 2014/2015 school year, this rate is \$54.59. For the 2016/2017 school year, this rate is \$58.48. For the 2017/2018 school year, this rate is \$58.92. For the 2019/2020 school year, the rate is \$63.73.
7. Under no circumstances shall a bargaining unit member be required to stay at any such meeting after 5:00 p.m.

ARTICLE VIII CLASS SIZE

The District shall have discretion to determine workloads for all unit members employed subject to the following limitations:

1. Unit members (excluding Counselors, Librarians, Athletic Directors, Activity Directors, and Specially Funded Programs) shall have a student contact cap as follows:
 - 173 students to 1 unit member
 - 195 students to 1 unit member in Physical Education
 - 200 students to 1 unit member in Band/Music
 - 30 students to 1 unit member in Independent Study/College Connection
- A. Unit members may be assigned a maximum of thirty-six (36) students per class for each class in a five (5) period teaching day. Physical Education teachers shall have a cap of forty (40) students per class for a five (5) period teaching day. Unit members in a continuation high school or community day school may be assigned a maximum of twenty-three (23) students per class in each class in a five (5) period day.

The Average Daily Attendance ratio for independent study pupils to Independent Study and College Connection teachers shall not exceed thirty (30). This negotiated Independent Study ratio is also the comparator rate to be used for independent study purposes per the Education Code.

The maximum number of students on each SPED unit member's caseload shall not exceed twenty-eight (28).

- B. Individual class sizes may exceed the maximums set forth in Section A of this article by mutual consent of the individual unit member, the subject area coordinator, and the site administrator. It will be executed in writing with copies filed at the site and with the OSTA Executive Board. The waiver will be in effect for one (1) semester. A waiver will not be permitted for unit members in Physical Education to go beyond the forty (40) students per class cap.
- C. Assignment of personnel shall be such that workloads are equalized within practical limits.
- D. Within any given subject area, a unit member may be assigned a class load of fewer than 173 students per day. The difference in students will be absorbed by the school site.
- E. Part Time Employed: A unit member's work load that is less than full time (FTE) will be computed as follows:
- 80% = 4 periods (138 students)
 - 60% = 3 periods (104 students)
 - 40% = 2 periods (69 students)
 - 20% = 1 period (35 students)
- Independent Study/College Connection prorated based on hours.
- F. OUHSD shall have fifteen (15) school days beginning with the first day of the school student calendar year to bring all classes within the class size provision noted above as it relates to the student contact caps and the maximum number of students allowed per period.
2. Student to unit member ratio for Adult Education: See Article XIV.
3. The District shall employ a minimum of six (6) full time unit members as counselors beginning with the 2006/2007 school year. Initially three (3) of these counselors will be placed at each of the comprehensive high schools. Should enrollment at either of the comprehensive high schools change dramatically, the Association and District will meet to discuss alternate staffing patterns.
4. The District shall employ a minimum of one (1) librarian.

ARTICLE XVIII SALARIES

1. The salary schedule and salary classification requirements of all unit members are set forth in Appendices A, B, and D of this Agreement.
2. Additional day's service before the regular calendar work year or after the calendar work year will be paid at the hourly rate designated in the Extra Duty Salary Schedule (Appendix C).

3. Unit members who serve for one (1) full semester shall receive one-half (1/2) the annual salary for their position.
4. Payment of Unit Members
 - A. On an eleven (11) month payment schedule, salaries will be paid in eleven (11) equal installments, payable no later than the last day of the calendar month.
 - B. On a twelve (12) month payment schedule, salaries will be paid in twelve (12) equal installments, payable not later than the last day of the calendar month.
 - C. Unit members who elect to change from an 11 or a 12 month payment schedule must notify the District in writing on or before August 1 of each school year.
5. For specific salary schedule, see Appendix B. Provisions stated in Appendix A are included as part of this master contract. For 2021-2022, each cell of the 2020-2021 salary schedules Appendix B, C, and D shall be increased by 3.25%. The increases for Appendix B and D will be in effect beginning July 1, 2021, for all unit members employed as of the date of ratification by the Board. The increases to Appendix C will become effective upon ratification by the Board. Summer School, Home Hospital, and Saturday School hourly rates will be increased by the same percentage increase as Appendix B, beginning July 1, 2015.
6. An additional sixth class is .20 (1/5) of the unit member's regular salary. A full-time tenured unit member may volunteer for a one semester or one year assignment and may be selected by the District to teach an additional sixth class. The weekly class time for the additional sixth class will be equivalent in length to the weekly class time for the other classes at the school. The District reserves the right to terminate the class at its discretion. The unit member shall perform all additional work related to the additional sixth class. They must be qualified in the subject area through the credentialing process or the AB 1124 committee process. At the end of each semester/year other tenured unit members will be given the opportunity to apply for a vacancy to teach any additional open sixth class. All vacancies for these position(s) will be processed per Article X, paragraph three (3) for the certificated contract. When the need within a subject area reaches 3/5, a unit member will be hired with the exception of Independent Study.
7. Any Unit Member hired for a 6/5 position will be paid 6/5 salary from the first day of teaching in that position.

ARTICLE XIX UNIT MEMBER BENEFITS

1. **HEALTH INSURANCE** (refer to paragraph 5 for part-time employees)
 - A. The District shall fully pay the premiums to provide each full-time school certificated unit member and their eligible dependents, with a health insurance plan. California's Valued Trust (CVT) will be the vendor for all medical, dental and vision insurance. The health

insurance plan offered will be CVT's Plan PPO 1 (or its equivalent).

- B. \$200 will be added to each step of the salary schedule as reimbursement for co-pays and deductibles established by the CVT. This increase will be applied to the 2010-11 salary schedule as an ongoing adjustment. The District shall not be held responsible for any unit members' co-pay and deductible payments in excess of \$200 per year.
- C. A \$200 reimbursement will be provided for each full-time Adult School unit members as an add-on to their annual salary. This increase will be applied for the 2010-11 fiscal year, and each year thereafter, and will be paid in two installments of \$100 (one in December, one in June). The District shall not be held liable for any unit members' co-pay and deductible payments in excess of \$200 per year.
- D. Unit members who are absent on account of illness and who have exhausted their accumulated paid sick leave shall continue to have the health, dental and vision premiums paid by the District for the period of employment.
- E. Unit members on Board approved unpaid leave of absence shall have the option to continue to receive health insurance coverage at their own expense.
- F. The District shall provide fully paid health insurance coverage for unit members and eligible dependent(s) for unit members retiring after reaching their fifty-fifth (55) birthday, provided said employee has served ten (10) years of service in the District prior to retirement. Payment of such benefits shall continue until the retiree attains the age sixty-five (65).

2. DENTAL INSURANCE

- A. The District shall fully pay the premiums to provide each full-time certificated unit member and their eligible dependents with a basic benefit plan with a \$1,000 annual maximum and the 50/50 orthodontic coverage with a \$1,000 lifetime maximum. Effective October 1, 2005, the District will increase the dental coverage to unlimited coverage and the 50/50 orthodontic coverage to a \$3,000 lifetime maximum. Effective December 1, 2006, the District will add \$1,500 lifetime maximum coverage for dental implants. The increased cost over the basic benefit plan will be paid by the unit member.
- B. The District shall fully pay the premiums to provide each eligible ~~reitree~~-retiree and their eligible dependents with the same plan provided full-time unit members, with the exception of the increased coverage for a \$3,000 lifetime maximum for orthodontics. The increased cost over the basic benefit plan (as described in paragraph 2(A) of this section) will be paid by the ~~reitree~~-retiree.

APPENDIX "C"
 OROVILLE UNION HIGH SCHOOL DISTRICT
 EXTRA DUTY SALARY SCHEDULE
~~2019/2020~~ 2021-2022

EXTRA DUTY ASSIGNMENT	FACTOR	SALARY	MONTH PAID
Base		\$49,962	
(1) Ag - 12 month activities	0090	4,497	Included in salary
(2) Ag - No project supervision	0.090	4,497	Included in salary
ASB Director	0.055	2,748	Dec - May
Subject Area Coordinators	0.040	1,998	Dec - May
Head Teacher - Continuation	0.090	4,497	Dec - May
Academic Decathlon	0.040	1,998	Dec - May
Journalism	0.060	2,998	Dec - May
Drama	0.055	2,748	Dec - May
Music	0.090	4,497	Dec - May
SkillsUSA Advisor	0.040	1,998	Dec - May
FCCLA Advisor	0.040	1,998	Dec - May
College Connection	0.040	1,998	Dec - May
Yearbook	0.060	2,998	Dec - May
FBLA Advisor	0.040	1,998	Dec - May
Mock Trial	0.040	1,998	Dec - May
Avid Coordinator	0.040	1,998	Dec - May
(4) Link Crew	0.040	1,998	Dec - May
Reading Coordinator	0.040	1,998	Dec - May
Athletic Director - two release periods	0.100	4,996	Included in salary
Baseball, Varsity	0.085	4,247	May
Baseball, Varsity Assist	0.040	1,998	May
Baseball, JV	0.070	3,497	May
Basketball, Varsity	0.085	4,247	Mar
Basketball, JV	0.070	3,497	Mar
Basketball, Frosh	0.060	2,998	Mar
Cross Country	0.070	3,497	Nov
(3)Field Hockey/Volleyball Varsity	0.085	4,247	Nov
Field Hockey/Volleyball JV	0.070	3,497	Nov
Field Hockey/Volleyball Frosh	0.060	2,998	Nov
Football, Varsity HEAD	0.095	4,746	Nov
Football, Varsity Assist (2)	0.070	3,497	Nov
Football, JV HEAD	0.070	3,497	Nov
Football, JV Assist	0.065	3,248	Nov
Football, Frosh, HEAD	0.065	3,248	Nov
Football, Frosh, Assist	0.055	2,748	Nov
Golf	0.070	3,497	May
Soccer, Varsity Head	0.085	4,247	Mar
Soccer, JV Head	0.070	3,497	Mar
Softball, Varsity	0.085	4,247	May
Softball, Varsity Assist	0.040	1,998	May
Softball, JV	0.070	3,497	May

Swimming	0.070	3,497	Nov
Tennis	0.070	3,497	Nov-Girls
Paid/May-Boys Paid			
Track, HEAD	0.085	4,247	May
Track, Assist	0.070	3,497	May
Wrestling, HEAD	0.085	4,247	Mar
Wrestling, Assist	0.070	3,497	Mar
Pep Squad Advisor Cheer Coach	0.0600 0.080	2,998 3,997	Dec -- May
Percussion Director	0.040		
Flag Coordinator	0.040	1,922	Dec -- May
HOME & HOSPITAL		\$29.23 \$30.40	Hourly
SUMMER SCHOOL	STEP 1	\$31.99 \$33.27	Hourly
	STEP 2	\$33.58 \$34.92	Hourly
	STEP 3	\$35.26 \$36.67	Hourly
	STEP 4	\$36.99 \$38.47	Hourly
	STEP 5	\$38.85 \$40.40	Hourly

After school IEP or Section 504 Meeting/Class Coverage \$63.73

[NOTE: The above rates will be increased with the 2021-2022 increase.]

(1) Limited to three (3) employees

(2) Limited to one (1) employee

(3) School may participate in either sport, but not both

(4) Link Crew - Limited to two (2) employees per comprehensive site

DRAMA: Full program consists of at least two (2) major productions per year

MUSIC: Includes both instrumental and vocal

SUBJECT AREA COORDINATORS: Each comprehensive high school will pay nine (9) stipends. Subject Area Coordinators will be determined by Site Administration. (The subject areas that the State of California will hold districts responsible for (e.g., frameworks, state-mandated testing) will be included).

EXTRA DUTY: Hourly extra duty pay for all curriculum activities will be compensated at Step 3 of the existing Summer School salary rate.

AVID & READING COORDINATOR: To be funded from categorical programs upon availability of funding.

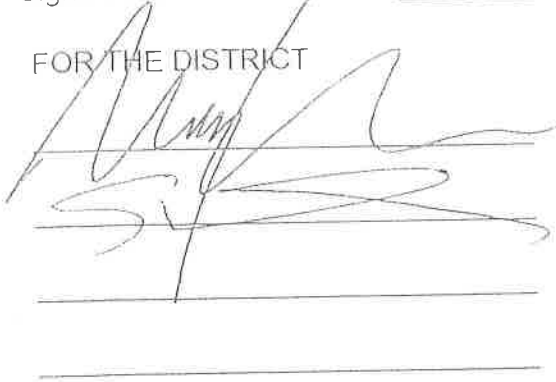
BEGINNING TEACHER INDUCTION MENTOR: The parties agree that the District will provide a stipend of one-thousand dollars (\$1000) to each teacher who mentors a beginning teacher in the Beginning Teacher Induction Program (formerly, BTSA), with an additional seven hundred fifty dollars (\$750) for each additional teacher mentored.

OUTSIDE AGENCY PAYMENTS: Whenever an outside agency pays the district for the services of a district employee, which results in a funded stipend to the district employee, the amount of the stipend will be determined by the funds Received from the outside agency, minus the district's payroll driven cost.

Nothing in the OUHSD Progressive Interventions supersedes the rights afforded our Members under California Ed Code as well as other State and Federal laws.

Signed and entered into this 18th day of January, 2022.

FOR THE DISTRICT



A large, stylized handwritten signature in black ink, written over three horizontal lines.

FOR THE ASSOCIATION

Deisha Hase

Las Plumas and Oroville High School

2022-23 Bell Schedules

Consultation

Monday, Tuesday, Thursday & Friday

Consultation	8:00	8:24
Period 1	8:30	9:27
Period 2	9:33	10:30
Break	10:30	10:39
Period 3	10:45	11:42
Period 4	11:48	12:45
Lunch	12:45	1:24
Period 5	1:30	2:27
Period 6	2:33	3:30

Collaboration

Wednesday

Collaboration	8:00	9:00
Period 1	9:06	9:57
Period 2	10:03	10:54
Break	10:54	11:03
Period 3	11:09	12:00
Period 4	12:06	12:57
Lunch	12:57	1:36
Period 5	1:42	2:33
Period 6	2:39	3:30

SEL Days

10/7, 11/4, 12/2, 1/6, 2/3, 3/3, 4/7 & 5/5

Minimum Day 8/16 & 8/17

Period 1	8:30	9:05
Period 2	9:11	9:46
Period 3	9:52	10:27
Break	10:27	10:36
Period 4	10:42	11:17
Period 5	11:23	11:58
Period 6	12:04	12:39

Period 1	8:30	9:20
SEL	9:26	10:02
Period 2	10:08	10:58
Break	10:58	11:07
Period 3	11:13	12:03
Period 4	12:09	12:59
Lunch	12:59	1:38
Period 5	1:44	2:34
Period 6	2:40	3:30

[Signature]
11/20/21

**REVISED TENTATIVE AGREEMENT BETWEEN
OROVILLE UNION HIGH SCHOOL DISTRICT AND THE
OROVILLE SECONDARY TEACHERS ASSOCIATION
February 8, 2022**

The Tentative Agreement entered herein by the Oroville Union High School District and the Oroville Secondary Teachers Association is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following articles shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

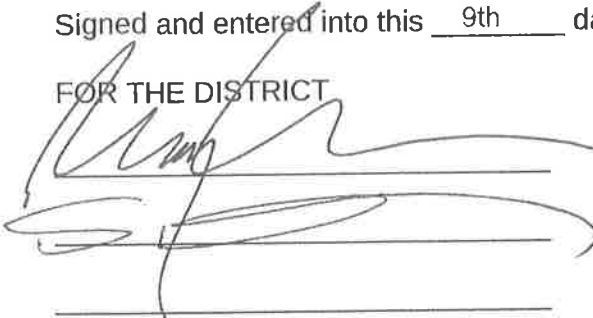
**ARTICLE I
AGREEMENT**

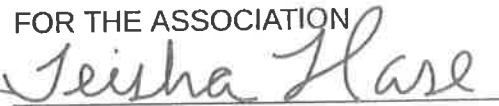
1. The articles and provisions contained herein constitute a bilateral and binding agreement (AGREEMENT) by and between the Governing Board of the Oroville Union High School District (BOARD) and the OSTA/CTA/NEA (ASSOCIATION) the employee organization.
2. This Agreement is entered into pursuant to Education Employees Rights Act (Chapter 10.7, Article I, Sections 3540-3549 of the Government Code (AGTEERA)). It is the purpose of this Agreement to promote the improvement of personnel management and employee-employer relations within the Oroville Union High School District by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice and to be represented by such organizations in their professional and employment relationships with the governing Board and to afford certificated employees a voice in the formulation of educational policy.
3. This Agreement shall remain in full force and effect until June 30, 20222024.
4. There will be an Annual re-opener on salary and up to two additional Articles elected by each party.

Signed and entered into this 9th day of February, 2022.

FOR THE DISTRICT

FOR THE ASSOCIATION





TENTATIVE AGREEMENT BETWEEN
OROVILLE UNION HIGH SCHOOL DISTRICT AND THE
OROVILLE SECONDARY TEACHERS ASSOCIATION
January 18, 2022

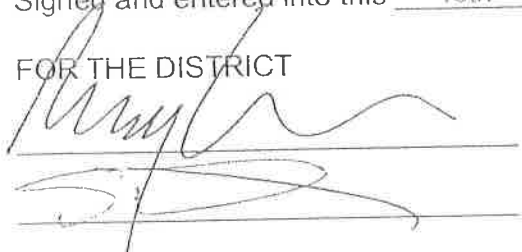
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GLOBAL PROPOSAL RENUMBERING

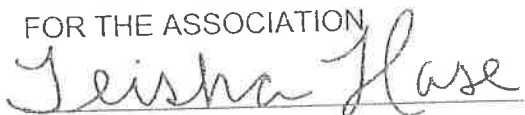
Global Proposal to renumber all sections of the agreement so that the article number appears before the section number. For example, Section I of Article 1 will be renumbered Section 1.1

Signed and entered into this 18th day of January, 2022.

FOR THE DISTRICT



FOR THE ASSOCIATION



PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Oroville Union High School District

Bargaining/Represented Unit: Oroville Secondary Teachers Association

Certificated ☒

Classified ☐

Confidential ☐

Management ☐

The proposed agreement covers the period beginning July 1, 2021

and ending

June 30, 2022

It will be acted upon by the District Governing Board at the meeting on

February 16, 2022

A. Proposed Change in Compensation

Compensation	Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1. Salary Schedule (This is to include Step and Column.)	9,767,017	315,343		
2. Other Compensation Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	392,433	15,998		
Description of "Other Compensation"				
3. Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare, etc.	2,108,699	71,537		
4. Health and Welfare Plans	3,124,817			
5. Total Compensation (Add Items 1 thru 4)	15,392,966	402,878	0	0
Percentage Change		2.62%	0.00	0.00

B. Average Cost of Compensation per Employee

6. Total Number of Represented Employees (Use FTE's if appropriate)	132.4	132.4	132.4	132.4
7. Total compensation Cost for Average Employee	116,287	3,044	0	0

C. Change to Fund Balance

8. Fund Balance Prior to Agreement	13,670,488
9. Fund Balance Following Agreement	13,300,201
10. Change to Fund Balance	(370,287)
11. Economic Reserve Requirement	1,096,657

Disclosure of Collective Bargaining Agreement

Page 2

12. Provide a summary of the terms of the agreement.
The District and OSTA agreed to grant release time for negotiation preparation, eight days of release time for the OSTA President to be paid by the District, bell schedule changes, the payment of teachers for covering classes during their prep period, implementing a max caseload of 28 students for Special Education teachers, a 3.25% increase to the salary schedule and extra-duty rates, the addition of a percussion director stipend and an increase to the stipend paid to the Cheer Coach.
13. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase?
3.25% effective 7/1/21
14. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)
No
15. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)
Release time for negotiation preparation, eight days of release time for the OSTA President to be paid by the district, bell schedule changes, and implementing a max caseload of 28 students for Special Education teachers.
16. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?
N/A

Source of Funding for Proposed Agreement

Current Year:

- ☐ Funding was included in adopted budget
☐ Funding will come from designated reserves
☒ Funding will come from: the General Fund.

Second Year:

- ☐ Funding was included in adopted budget
☐ Funding will come from designated reserves
☐ Funding will come from: the General Fund.

Third Year:

- ☐ Funding was included in adopted budget
☐ Funding will come from designated reserves
☐ Funding will come from: the General Fund.

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

Laura Watts Chief Business Officer
(Signature)

2/9/2022
Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED
COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Susan Watts
Contact Person

(530) 538-2300 ex. 1103
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on February 16, 2022, took action to approve the proposed Agreement with the Oroville Secondary Teachers Association Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

APPENDIX "B"
OROVILLE UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
SALARY SCHEDULE 2021/2022
with 3.25%

STEP	Class I BA OR BA + 15	Class II MA OR BA + 30	Class III MA + 15 OR BA + 45	Class IV MA + 30 OR BA + 60	STEP
1	51,586	53,500	55,407	57,320	1
2	53,500	55,407	57,320	59,230	2
3	55,407	57,320	59,230	61,141	3
4	57,320	59,230	61,141	63,049	4
5	59,230	61,141	63,049	64,957	5
6	61,141	63,049	64,957	66,871	6
7	63,049	64,957	66,871	68,777	7
8	64,957	66,871	68,777	70,687	8
9	66,871	68,777	70,687	72,597	9
10	68,777	70,687	72,597	74,509	10
11	70,687	72,597	74,509	76,415	11
12	72,597	74,509	76,415	78,330	12
13		76,415	78,330	80,240	13
14			80,240	82,148	14
15			80,240	84,059	15
16/18			83,158	86,975	16/18
19/21			86,071	89,896	19/21
22/24			88,992	92,811	22/24
25/26			91,910	95,726	25/26
27+			97,744	101,562	27+

Longevity: After 15th, 18th, 21st, 24th, 26th and 27th year for Classes III and IV

Clad Credential for those hired prior to September, 1995 and who earned and filed proof of certification in the Superintendents office by September 10, 2005 will receive \$300 per year. **(Revision adopted 12-15-04)**

Masters Degree: \$600 per year (Pay one only)

Effective: July 1, 2021

Approved:

APPENDIX "C"
OROVILLE UNION HIGH SCHOOL DISTRICT
EXTRA DUTY SALARY SCHEDULE

2021/2022
with 3.25%

EXTRA DUTY ASSIGNMENT	FACTOR	SALARY	MONTH PAID
Base		\$51,586	
(1) Ag - 12 month activities	0.090	4,643	Included in salary
(2) Ag - No project supervision	0.090	4,643	Included in salary
Student Activity Director	0.055	2,837	Dec - May
Subject Area Coordinators	0.040	2,063	Dec - May
Head Teacher - Continuation	0.090	4,643	Dec - May
Academic Decathlon	0.040	2,063	Dec - May
Journalism	0.060	3,095	Dec - May
Drama	0.055	2,837	Dec - May
Music	0.090	4,643	Dec - May
VICA Advisor	0.040	2,063	Dec - May
FHA Advisor	0.040	2,063	Dec - May
College Connection	0.040	2,063	Dec - May
Yearbook	0.060	3,095	Dec - May
FBLA Advisor	0.040	2,063	Dec - May
Mock Trial	0.040	2,063	Dec - May
Avid Coordinator	0.040	2,063	Dec - May
Link Crew	0.040	2,063	Dec - May
Reading Coordinator	0.040	2,063	Dec - May
Athletic Director - two release period	0.100	5,159	Included in salary
Baseball, Varsity	0.085	4,385	May
Baseball, Varsity Assist	0.040	2,063	May
Baseball, JV	0.070	3,611	May
Basketball, Varsity	0.085	4,385	Mar
Basketball, JV	0.070	3,611	Mar
Basketball, Frosh	0.060	3,095	Mar
Cross Country	0.070	3,611	Nov
(3)Field Hockey/Volleyball Varsity	0.085	4,385	Nov
Field Hockey/Volleyball JV	0.070	3,611	Nov
Field Hockey/Volleyball Frosh	0.060	3,095	Nov
Football, Varsity HEAD	0.095	4,901	Nov
Football, Varsity Assist (2)	0.070	3,611	Nov
Football, JV HEAD	0.070	3,611	Nov
Football, JV Assist	0.065	3,353	Nov
Football, Frosh, HEAD	0.065	3,353	Nov
Football, Frosh, Assist	0.055	2,837	Nov
Golf	0.070	3,611	May
Soccer, Varsity Head	0.085	4,385	Mar
Soccer, JV Head	0.070	3,611	Mar

Softball, Varsity	0.085	4,385 May
Softball, Varsity Assist	0.040	2,063 May
Softball, JV	0.070	3,611 May
Swimming	0.070	3,611 Nov
Tennis	0.070	3,611 Nov - Girls Paid / May - Boys Paid
Track, HEAD	0.085	4,385 May
Track, Assist	0.070	3,611 May
Wrestling, HEAD	0.085	4,385 Mar
Wrestling, Assist	0.070	3,611 Mar
Cheer Coach	0.080	4,127 Dec - May
Percussion Director	0.040	2,063 Dec - May
Flag Coordinator	0.040	2,063 Dec - May

HOME & HOSPITAL \$31.39 Hourly

SUMMER SCHOOL	STEP 1	\$34.35 Hourly
AND SATURDAY SCHOOL	STEP 2	\$36.05 Hourly
	STEP 3	\$37.86 Hourly
	STEP 4	\$39.72 Hourly
	STEP 5	\$41.71 Hourly

After school IEP or Section 504 Meeting \$65.80 Hourly

- (1) Limited to three (3) employees
- (2) Limited to one (1) employee
- (3) School may participate in either sport, but not both
- (4) Link Crew - Limited to two (2) employees per comprehensive site

DRAMA: Full program consists of at least two (2) major productions per year

MUSIC: Includes both instrumental and vocal

SUBJECT AREA COORDINATORS: Each comprehensive high school will pay nine (9) stipends. Subject Area Coordinators will be determined by Site Administration. (The subject areas that the State of California will hold districts responsible for (e.g., frameworks, state-mandated testing) will be included).

EXTRA DUTY: Hourly extra duty pay for all curriculum activities will be compensated at Step 3 of the existing summer school salary rate.

AVID & READING COORDINATOR: To be funded from categorical programs upon availability of funding.

BEGINNING TEACHER INDUCTION MENTOR: The parties agree that the District will provide a stipend of one-thousand dollars (\$1000) to each teacher who mentors a beginning teacher in the Beginning Teacher Induction Program (formerly, BTSA), with an additional seven-hundred fifty dollars (\$750) for each additional teacher mentored.

OUTSIDE AGENCY PAYMENTS: Whenever an outside agency pays the District for the services of a District employee, the amount of the stipend will be determined by the funds received from the outside agency, minus the District's payroll driven costs.

EFFECTIVE: July 1, 2021

APPROVED:

APPENDIX "D"
OROVILLE UNION HIGH SCHOOL DISTRICT
ADULT ED SALARY SCHEDULE

2021/2022
with 3.25%

STEP	DS	PP,SE, GS, SS
1	33.30	34.80
2	34.31	35.85
3	35.38	36.92
4	36.40	38.04
5	37.47	39.15
6		40.37
7		41.56
8		42.81

Adult School teachers must work a minimum of 35 hours per school year to move down the next step on the salary schedule. These movements shall be effective on July 1st of each school year.

Maximum placement for a new teacher - 3rd step

Substitute teacher pay rate - \$24.91

CREDENTIALS

- DS Designated Subject (Vocational Education,
Adult Education / Part-time or full-time)
- SS Standard Secondary
- GS General Secondary
- SE Standard Elementary
- PP Pupil Personnel

EFFECTIVE: July 1, 2021

APPROVED:

	OSTA Settlement 2021/22	2022/23	2023/24
Revenue Limit Sources	28,086,490	26,746,121	27,563,864
Federal Revenues	-	-	-
Other State	325,000	325,000	325,000
Other Local	732,256	704,256	704,256
Other Financing	(4,825,787)	(4,879,542)	(4,911,483)
Total	<u>24,317,959</u>	<u>22,895,835</u>	<u>23,681,637</u>
Certificated	9,256,569	9,256,569	9,536,569
Classified	3,382,719	3,382,719	3,382,719
Benefits	6,953,070	7,208,070	7,336,070
Books and Supplies	976,650	649,650	649,650
Services	2,381,108	2,169,108	2,262,108
Capital Outlay	10,000	10,000	10,000
Other Outgo	382,253	382,253	382,253
Indirect	(482,714)	(338,288)	(300,288)
Other Financing Uses	189,091	199,091	202,091
Total	<u>23,048,746</u>	<u>22,919,172</u>	<u>23,461,172</u>
Net Increase(Decrease)	1,269,213	(23,337)	220,465
Beginning Fund Balance	9,611,734	10,880,947	10,857,610
Ending Fund Balance	<u>10,880,947</u>	<u>10,857,610</u>	<u>11,078,075</u>
Revolving Fund	1,050	1,050	1,050
Prepaid Expenditures	-	-	-
Assigned (See notes)	212,108	203,101	203,101
Econ Uncert (3% Required)	1,096,657 3%	1,007,951 3%	1,000,877 3%
Econ Uncert (9% BP 3100)	5,117,733 14%	4,703,771 14%	4,670,760 14%
Undesignated/Unappropriated	4,453,399 12%	4,941,738 14%	5,202,287 15%
	<u>10,880,947</u>	<u>10,857,610</u>	<u>11,078,075</u>

Notes

The assigned Fund Balance is reserves committed for solar maintenance, transportation, field lighting and facility maintenance

Board Policy 3100 states "To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to maintain a minimum unassigned fund balance which includes a reserve of economic uncertainties equal to at least two months of general fund operating expenditures, or 17 percent of general fund expenditures and other financing uses."

	OSTA Settlement 2021/22	2022/23	2023/24
RL Transfers	-	-	-
Federal Revenues	6,007,248	3,630,148	2,935,148
Other State	1,580,822	856,822	758,822
Other Local	2,043,990	1,989,990	1,989,990
Other Financing	4,825,787	4,879,542	4,911,483
Total	<u>14,457,847</u>	<u>11,356,502</u>	<u>10,595,443</u>
Certificated	2,884,012	2,996,012	2,584,012
Classified	1,575,047	1,537,047	1,512,047
Benefits	3,738,897	3,785,597	3,599,597
Books and Supplies	2,294,637	580,637	536,637
Services	2,663,162	1,677,162	1,629,162
Capital Outlay	237,789	24,789	-
Other Outgo	854,700	854,700	854,700
Indirect	373,288	338,288	300,288
Other Financing Uses	-	-	-
Total	<u>14,621,532</u>	<u>11,794,232</u>	<u>11,016,443</u>
Net Increase(Decrease)	(163,685)	(437,730)	(421,000)
Beginning Fund Balance	2,582,939	2,419,254	1,981,524
Ending Fund Balance	<u>2,419,254</u>	<u>1,981,524</u>	<u>1,560,524</u>
Medi-Cal Reimbursement	74,194	87,000	100,000
K12 Strong Workforce	199,299	-	-
Expanded Learning Opp	685,237	434,000	-
Scholarships	1,460,524	1,460,524	1,460,524
	<u>2,419,254</u>	<u>1,981,524</u>	<u>1,560,524</u>

Note - Step & column movement is estimated by using a 3 year average of costs net of savings from movement. The movement will be above for step/column movement.

OROVILLE UNION HIGH SCHOOL DISTRICT
ADMINISTRATIVE SALARY SCHEDULE
FISCAL YEAR 2021/22

With 4.13%

Initial placement on the Administrative Salary Schedule shall be at the discretion of the Board to secure properly qualified personnel. Maximum credit for prior experience shall be Step 5 on the schedule.

Longevity										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 8	Step 11	Step 14	Step 17	Step 20
Principals - Comprehensive, Director of Education, Director of Alternative Education w/MA w/earned Doctorate 224 Days	121,015	124,244	127,471	130,699	133,922	138,273	142,767	147,050	151,462	156,007
	121,645	124,874	128,101	131,329	134,552	138,903	143,397	147,680	152,092	156,537
	122,485	125,714	128,941	132,169	135,392	139,743	144,237	148,520	152,932	157,477
Continuation School Principal w/MA w/earned Doctorate 205 Days	106,103	110,346	114,762	119,352	124,125	128,159	132,324	136,295	140,384	144,595
	106,733	110,976	115,392	119,982	124,755	128,789	132,954	136,925	141,014	145,225
	107,573	111,816	116,232	120,822	125,595	129,629	133,794	137,765	141,854	146,065
Assistant Principal - Comprehensive, w/MA w/earned Doctorate 205 Days	98,248	102,171	105,748	109,451	113,281	116,680	120,180	123,785	127,499	131,324
	98,878	102,801	106,378	110,081	113,911	117,310	120,810	124,415	128,129	131,954
	99,718	103,641	107,218	110,921	114,751	118,150	121,650	125,255	128,969	132,794
Psychologist w/MA w/earned Doctorate 200 Days	86,277	89,298	92,424	95,588	99,008	101,978	105,036	108,187	111,433	114,775
	86,907	89,928	93,054	96,218	99,638	102,608	105,666	108,817	112,063	115,405
	87,747	90,768	93,894	97,058	100,478	103,448	106,506	109,657	112,903	116,245

Longevity steps are for years of administrative service earned in this district only.

MASTERS DEGREE: \$630/YR > INCLUDED ABOVE
DOCTORATE: \$840/YR > INCLUDED ABOVE

EFFECTIVE: July 1, 2021
APPROVED:

Oroville Union High School District

Assistant Superintendent/CBO

Employment Contract for 2019-2023

This Employment Agreement ("Agreement") is made and entered into effective as of July 1, 2021 by and between the Oroville Union High School District, a public school district of the State of California ("District") and Susan Watts, an individual (referred to herein as "Assistant Superintendent/CBO").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ the Assistant Superintendent/CBO as the Assistant Superintendent/CBO of the District, and the Assistant Superintendent/CBO desires to accept employment as the Assistant Superintendent/CBO of District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. **Term**

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

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

2. **Senior Management**

The Assistant Superintendent position is a Senior Management position of the classified service pursuant to Education Code section 45100.5. The Assistant Superintendent shall not have any property interest in the position that would entitle the Assistant Superintendent to permanent status in a Senior Management position; her employment rights are as provided in Education Code sections 45104.5 and 35031.

3. **Employment Duties and Obligations**

The Board hereby employs the Assistant Superintendent/CBO as the Assistant Superintendent/CBO of the District, and the Assistant Superintendent/CBO accepts employment as the Assistant Superintendent/CBO of the District. In said capacity, the Assistant Superintendent/CBO shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Assistant Superintendent/CBO (or Superintendent's designee) shall perform the following duties:

Professional Growth

Endeavor to maintain and improve the Assistant Superintendent/CBO's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities;

Credentials/Licenses

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Assistant Superintendent/CBO's obligations as the Assistant Superintendent/CBO of the District;

Attend All Board Meetings

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

Assigned Other Duties

This is an agreement for the performance of professional services as the Assistant Superintendent/CBO of the District. In recognition of the purposes of this Agreement, the Assistant Superintendent/CBO shall not be assigned to any other position or have her duties assigned to others without the Assistant Superintendent/CBO's consent. No policy or bylaw of the District shall diminish the Assistant Superintendent/CBO's statutory or contractual authority. All duties assigned to the Assistant Superintendent/CBO by the Board shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent/CBO. The Assistant Superintendent/CBO shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Assistant Superintendent/CBO's position and necessary for the adequate performance of her duties. The Assistant Superintendent/CBO will be provided with the appropriate technology that will assist her in the performance of the Assistant Superintendent's CBO job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad and internet access.

4. Obligations of District

The District shall provide the Assistant Superintendent/CBO with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

Salary

District shall pay the Assistant Superintendent/CBO an annual salary of \$164,157. The Assistant Superintendent/CBO shall receive such annual increases in salary as may be agreed to by the Assistant Superintendent/CBO and the Board and also included in this agreement. The Board may agree to provide the Assistant Superintendent/CBO with additional increases in the Board's sole discretion.

In an effort to maintain equity with other certificated and administrative personnel, the Assistant Superintendent/CBO shall receive a salary increase each year of this agreement equal to the same percentage increase given the administrative/management team.

Expense Allowance

The Assistant Superintendent/CBO shall receive a monthly expense allowance of \$50 to assist the Assistant Superintendent/CBO for such expenses as a cell phone and other expenses that naturally are incurred as the Assistant Superintendent/CBO conducts the District's business. The Assistant Superintendent/CBO shall not be required to provide documentation for this allowance.

Work Days/Vacation Days/Sick Days

The Assistant Superintendent/CBO's work year shall be 260 days. The Assistant Superintendent/CBO shall be entitled to 24 days of vacation, non-work time, each year without loss of compensation as well all statutory leaves and those days enjoyed by all other 12-month district employees (i.e. personal necessity, bereavement, etc.). Vacation shall be accrued at the rate of 2 days per month. At the conclusion of this Agreement, any unused vacation time shall be paid to the Assistant Superintendent/CBO at the Assistant Superintendent/CBO's then existing daily rate of pay. The Assistant Superintendent/CBO may elect at the conclusion of each school year, ending June 30 annually, to be paid for any portion of his/her then accrued vacation time at the Assistant

Superintendent/CBO's then existing daily rate of pay. The Assistant Superintendent/CBO may not accrue more than 10 days of paid vacation.

The Assistant Superintendent/CBO shall earn twelve (12) days of sick leave per contract year.

Positive Work Year

The Assistant Superintendent/CBO's work year shall be 12 months.

Health Benefits

The Governing Board shall provide the Assistant Superintendent/CBO and family with health, dental and vision insurance benefits under the Butte Schools Self-Funded Programs as administered by the Butte County JPA for which the premium paid by the District will not exceed \$12,685 annually. The Governing Board shall reimburse the Assistant Superintendent/CBO the difference if the combined insurance benefits cost is less than the annual cap of \$12,685.

Miscellaneous Provisions: Upon retirement, the Assistant Superintendent/CBO shall be entitled to a paid family health plan provided by the District until she is eligible for benefits under Medicare (OASDI) providing she:

- Has attained age 55.
- Has completed 10 years of service within the Oroville Union High School District.

The family health plan granted under this article shall be equal to benefits available to other certificated management personnel at time of retirement of Assistant Superintendent/CBO, or to most recent plan available to Assistant Superintendent/CBO prior to retirement, whichever is greater, plus all extended benefits granted certificated management personnel after Assistant Superintendent/CBO's retirement. Assistant Superintendent/CBO shall receive any increases in insurance cap granted to other certificated management personnel.

Prof Association Dues/Service Club Expenses

District shall pay the Superintendent's expenses and dues for membership in professional organizations and maintaining CPA and CMA licenses. The District shall also pay on behalf of the Assistant Superintendent/CBO expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent's judgment relate to the benefit and welfare of the District.

5. Professional Growth of the Assistant Superintendent/CBO

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Assistant Superintendent/CBO through her participation in maintaining her CPA/CMA licensure. The district is willing to support the Assistant Superintendent/CBO's professional growth and will be responsible for the expenses involved in such activity.

6. Evaluation of the Assistant Superintendent/CBO

The Superintendent and the Assistant Superintendent/CBO shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation.

Within thirty (30) days after the commencement of the Agreement Term, the Superintendent and the Assistant Superintendent/CBO shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation.

The Superintendent and the Assistant Superintendent/CBO shall agree upon a written evaluation format which shall be used during the Agreement Term.

If the Superintendent concludes that the Assistant Superintendent/CBO's performance is unsatisfactory in any respect, the Superintendent shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Assistant Superintendent/CBO that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

7. Outside Professional Activities

The Assistant Superintendent/CBO may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Assistant Superintendent/CBO's discretion. Any such activities which require the Assistant Superintendent/CBO to be absent from the District for more than three (3) consecutive full working days shall be reported in advance to the Superintendent and may be subject to Board approval. Any compensation received by the Assistant Superintendent/CBO for these outside professional activities shall belong to the Assistant Superintendent/CBO if they are completed on the Assistant Superintendent/CBO's vacation or non-work day.

8. Termination/Agreement Extension

- a. Agreement Extension: After completion of this Agreement, the Governing Board may elect to extend the Agreement.
- b. Mutual Consent: This Agreement may be amended or terminated at any time by written, mutual consent of the Governing Board and the Assistant Superintendent, which will be effective no sooner than thirty (30) days following such written, mutual consent.
- c. Non-Renewal: If the Governing Board decides not to reelect or reemploy the Assistant Superintendent at the expiration of this Agreement, the Governing Board shall notify the Assistant Superintendent in writing at least sixty (60) days before this Agreement or any extension or renewal of this Agreement expires.
- d. The Assistant Superintendent/CBO may terminate her obligations under this Agreement by giving the District at least sixty (60) days written notice.
- e. This Agreement shall terminate upon the occurrence of any of the following events:
 - Whenever the Assistant Superintendent/CBO and the District shall mutually agree to termination in writing.
 - Upon the death of the Assistant Superintendent/CBO.

Unable to Perform Duties

The Assistant Superintendent/CBO has been unable to perform all or substantially all of the Assistant Superintendent/CBO's duties due to illness or other disability for a period of four (4) consecutive months, and it is medically determined that the Assistant Superintendent/CBO is permanently disabled from performing all or substantially all of the duties of the Assistant Superintendent/CBO. Any time a question exists as to the Assistant Superintendent/CBO's ability to perform her duties, the Board may require the Assistant Superintendent/CBO undergo a comprehensive medical examination in accordance with the provisions of Section 6 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Assistant Superintendent/CBO that the District is exercising its right to an examination as provided in this Section. If the Assistant Superintendent/CBO wishes to do so, she may, within one week of said examination, submit a separate report made by a physician

chosen by the Assistant Superintendent/CBO and concerning all or part of the matters covered in said comprehensive medical examination.

Termination With or Without Cause/Buyout

For Cause: The Governing Board may terminate the Agreement for cause, including but not limited to material breach of contract or any grounds constituting good cause. Notice of termination for cause shall be given in writing, and the Assistant Superintendent shall be entitled to appear before the Governing Board to discuss such causes. The Assistant Superintendent shall be afforded the right to be represented by counsel at her own expense, the right to present witnesses and evidence on her behalf and to cross-examine witnesses presented against her, and the right to a decision based on the matters at the hearing and stating the ground for any action. Such meeting shall be conducted in closed session unless specifically prohibited by state law. The Assistant Superintendent shall not be entitled to severance pay in the event of termination for cause.

Unilateral Termination by the Governing Board: The Governing Board may terminate the Agreement without cause upon ninety (90) days' written notice provided that the District shall pay the Assistant Superintendent, as severance pay, the base salary she would have earned under this Agreement to the date of termination, not to exceed twelve (12) month's base salary. Base salary is the annual salary amount specified in section 3(b) above. This amount shall include the ninety day notice period. Pursuant to Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the Assistant Superintendent obtains employment before the measuring period has expired.

Unilateral Termination by Assistant Superintendent/Notice of Application of Employment: The Assistant Superintendent may unilaterally terminate the Agreement provided that, unless otherwise waived by the Governing Board, the Assistant Superintendent shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of section 3.d above, for each day less than ninety (90) days advance written notice, the Assistant Superintendent's unused vacation days shall be reduced by one day. Should the Assistant Superintendent become interested in a position elsewhere during the term of this Agreement, she shall advise the Superintendent of this interest before she is interviewed for such position.

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

If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide paid leave salary to Assistant Superintendent pending an investigation, said paid leave salary shall be fully reimbursed by the Assistant Superintendent to the Governing Board if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide for payment of funds for the legal criminal defense of Assistant Superintendent, said funds paid for her legal criminal defense shall be fully reimbursed by the Assistant Superintendent to the Governing Board if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

9. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Susan Watts
Assistant Superintendent/CBO
11 Buehler Avenue
Oroville, CA 95966

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Conflict of Laws

This Agreement shall be governed by the laws of the State of California.

11. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

12. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

13. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

14. Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

15. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

16. Attorneys' Fees

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

17. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

18. Assignment

Since this Agreement is for the employment of the Assistant Superintendent/CBO and the Assistant Superintendent/CBO's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20. Indemnity

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

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

21. Safety

In the event of public controversy or threats, if the Board or the Assistant Superintendent/CBO deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Assistant Superintendent/CBO and Assistant Superintendent/CBO's family.

IN WITNESS WHEREOF, this Agreement has been executed this 16th day of February, 2022.

Susan Watts, Assistant Superintendent

Date

Corey Willenberg, Ed.D, Superintendent

Date

Scott Damon, Board President

Date

**OROVILLE UNION HIGH SCHOOL DISTRICT
EMPLOYMENT CONTRACT FOR DISTRICT SUPERINTENDENT**

PREAMBLE

The following is an agreement between the Governing Board of the Oroville Union High School District, hereinafter referred to as "Governing Board", and Corey Willenberg, hereinafter referred to as "Superintendent".

RECITALS

I. TERM OF CONTRACT

The Governing Board hereby employs Corey Willenberg as District Superintendent for a term of four years commencing July 1, 2021 and ending June 30, 2023, subject to the terms and conditions of this Contract. The term may be extended by mutual agreement of the Governing Board and Superintendent

II. COMPENSATION

Salary: The base salary of the Superintendent shall be \$185,604 per year for the term of this contract, payable at the rate of not less than \$15,467 per calendar month for 260 work days ending June 30th. When only a portion of any year or month is served, the Superintendent's salary shall be prorated to reflect such service.

The Governing Board agrees to grant a \$630.00 per year stipend for an earned master's degree, and \$840.00 per year stipend for an earned doctorate degree in education, to be payable in equal installments over a twelve-month period for each year of service.

The Superintendent's salary shall be increased by any generally applied compensation increase provided to any members of the certificated employee unit within the District, such as, for example, any increase for COLA, and one-time payment or other increase, on or off the salary schedule, in a percentage amount equal to the greatest amount of any such increase, which for this purpose shall be computed as a percentage increase to the existing salary schedule for the members of any such employee unit.

Health and Welfare Benefits: The Governing Board shall provide the Superintendent with health, dental and vision insurance benefits under the Butte Schools Self-Funded Programs as administered by the Butte County JPA for which the premium paid by the District will not exceed \$12,685 annually. The Governing Board shall reimburse the Superintendent the difference if the combined insurance benefits cost is less than the annual cap of \$12,685.

Professional and Community Club Dues: The Governing Board shall provide the Superintendent annual membership in the Association of California School Administrators (ACSA) paid for by OUHSD and pay for membership in local Oroville area service club and/or economic development organization.

Transportation: The Governing Board shall provide the Superintendent with a District allowance of \$750 per month for transportation in his own automobile in performance of his duties. Superintendent shall pay fuel and maintenance expenses for said automobile and shall maintain liability insurance thereon. The District shall reimburse the Superintendent for school-business mileage outside of Butte County.

Based on merit, job performance, and any other criteria predetermined by the Governing Board, the Governing Board may provide salary increases for any and all years of the Agreement. Specific Governing Board action is required to approve any salary increase. It is further provided, however, that by so doing it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended. The Governing Board shall have an annual review of the Superintendent's salary during the first Board meeting in April. Any adjustment in salary made during the term of this agreement shall be made by a written amendment to this agreement.

III. FRINGE BENEFITS

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

Expense Reimbursement: The District shall reimburse the Superintendent for all actual and necessary expenses incurred by the Superintendent within the scope of employment and while representing the District.

Should the District require the Superintendent to attend or to participate in a function requiring him to be absent from home, the Superintendent may at his option be accompanied by his family members. Any increased travel or accommodation expenses occasioned by the presence of family members will be borne completely by the Superintendent.

Superintendent agrees to provide receipts for all expenses submitted for a request for reimbursement.

Miscellaneous Provisions: Upon retirement, the Superintendent shall be entitled to a paid family health plan provided by the District until he is eligible for benefits under Medicare (OASDI) providing he:

- Has attained age 55.
- Has completed 10 years of service within the Oroville Union High School District.

The family health plan granted under this article shall be equal to benefits available to other certificated management personnel at time of retirement of Superintendent, or to most recent plan available to Superintendent prior to retirement, whichever is greater, plus all extended benefits granted certificated management personnel after Superintendent's retirement. Superintendent shall receive any increases in insurance cap granted to other certificated management personnel.

IV. SUPERINTENDENT AND GOVERNING BOARD RESPONSIBILITIES

The Superintendent shall perform the duties of Superintendent as prescribed under California law and Board policy. All powers and duties shall be executed in accordance with District policy and the rules and regulations of the State Board of Education. Subject to Governing Board approval, the Superintendent shall have the following authority and responsibility: to organize or reorganize administrative/supervisory staff to best serve the District; to recommend placement, transfer, and reassignment of all personnel; to review criticisms, complaints, or suggestions referred to the Superintendent by the Governing Board and to make appropriate recommendations for disposition to the Governing Board; to administer the instructional and business affairs of the district.

The Governing Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

The Governing Board agrees to work with the Superintendent in a spirit of cooperation and teamwork, and shall provide the Superintendent with periodic opportunities to discuss Governing Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Governing Board or by the Superintendent an outside advisor will be mutually selected by the Governing Board and Superintendent, and shall be paid for by the District, to facilitate discussion of the relationships of the Governing Board and Superintendent, in advancement of the best interests of the District.

The Superintendent shall render 260 work days of full and regular service to the Oroville Union High School District during each annual period covered by this agreement, except as hereinafter provided.

The Superintendent shall endeavor to maintain and improve his professional competence by all available means including subscriptions to appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state and national level, with Governing Board approval. The expense of said subscriptions, membership, and attendance is to be at District expense. The Superintendent shall request approval from the Governing Board for his attendance at out-of-state meetings and periodically report to the Governing Board his appraisal of the meetings.

The Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent, as issued by the State of California.

V. OUTSIDE PROFESSIONAL ACTIVITIES

With the approval of the Governing Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for pay provided they do not interfere with or conflict with the Superintendent's performance of his duties under this contract.

VI. MEDICAL EXAMINATION

The Superintendent shall have a comprehensive medical examination once every two (2) years. A report of the medical examination shall be given directly and exclusively to the Superintendent. The Governing Board shall be advised in writing by the examining physician of the Superintendent's continued medical fitness to perform his duties, and such report shall be confidential. All costs and expenses of said medical examination and report shall be paid by the District.

VII. WORK DAYS/VACATION/SICK LEAVE

The Superintendent shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, will receive holidays defined in Sections 37220 and 37222 of the Education Code as well as those enjoyed by all other 12-month district employees. It is further stipulated that vacation days must be taken during the year in which earned, except by special agreement between the Governing Board and the Superintendent. In the event of termination of this contract, the Superintendent shall be entitled to full compensation for unused vacation at the then existing daily rate effective during the school year in which the vacation credit was earned.

The Superintendent shall accrue sick leave at the rate of twelve (12) days per contract year. Such days may be used prior to their accrual, but not exceed the total accumulated and which may accrue in that contract year. For this agreement holidays, sick leave and vacation days will be prorated.

VIII. PERFORMANCE OBJECTIVES AND EVALUATION

On or prior to July of each year, the parties shall meet to establish the superintendent's performance objectives for the succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this contract and any other criteria mutually agreed upon by the Superintendent and Governing Board.

The performance objectives shall be a basis for evaluation of the Superintendent.

Prior to April 1 of each odd numbered year, the Governing Board shall evaluate the performance of the Superintendent according to mutually agreed upon and specified performance objectives.

In the event the Governing Board determines that the performance of the Superintendent is satisfactory, the Governing Board shall so state in writing by May 15 of each year. In the event that the Governing Board determines that the performance of the Superintendent is less than satisfactory, the Governing Board shall describe in written detail the unsatisfactory performance including specific instances where appropriate. Each area ranked less than satisfactory shall be supplemented with recommendations for improvement and Governing Board-developed plan for accomplishing said improvement.

The President of the Governing Board shall deliver a copy of the written unsatisfactory evaluation to the Superintendent within ten (10) days of its completion. The Superintendent shall have the right to make a written response to the Governing Board with respect to the evaluation. Within thirty (30) days of the delivery of the written unsatisfactory evaluation to the Superintendent, the Governing Board shall meet with the Superintendent to discuss the evaluation.

If more than 50 percent of the evaluation areas have received less than satisfactory performance evaluation, a six (6) month probationary period shall commence. During the probationary period the improvement plan developed by the Governing Board shall be implemented. At the end of the probationary period and assuming that the improvement plan has been fully operative for at least five (5) to six (6) months, the Governing Board shall reevaluate the Superintendent's performance.

IX. CHANGES IN OR TERMINATION OF CONTRACT

Alleged Material Breach by Superintendent: In the event the Governing Board charges the Superintendent with a material breach of this Agreement based on an unsatisfactory evaluation, or based on other mutually agreed upon criteria, and seeks to terminate said Agreement prior to its expiration, the Governing Board shall, prior to taking such action, give the Superintendent notice of (a) the proposed action and the reasons thereof, (b) a reasonably detailed statement of the charges and material upon which the proposed action is based; (c) the right to respond either orally or in writing to the Governing Board; and (d) the right to a hearing before the Governing Board.

A request for hearing shall be filed by the Superintendent with the presiding officer of the Governing Board within fifteen (15) days after service of notice of the proposed action on him. The hearing shall be held before any action is taken and within 30 days after the notice was served on the Superintendent, unless continued for good cause.

The hearing shall be conducted by the Governing Board and shall not be an evidentiary hearing; but, rather, an opportunity for the Superintendent to respond to the charges of material breach. Each party shall have the right to call any witnesses. Each party shall have the right to counsel. The Governing Board agrees to assume the cost of the attorney fees for said Superintendent. The hearing shall be held in executive or public session at the option of the Superintendent. The Governing Board, at its expense, shall provide a certified shorthand reporter who will transcribe all proceedings.

The decision of the Governing Board shall be in the form of a resolution which shall set forth either a rescission of the charges or the charges of material breach found to exist, and the final decision of the Governing Board specifying the action to be taken.

If the Governing Board's decision is to terminate this Agreement, the Termination shall be effective six (6) months from the date of the notice of proposed termination. The Superintendent shall be notified in writing of said decision.

Thereafter, if the Governing Board has terminated the Superintendent's employment, he shall have the right to bring an action in any court of competent jurisdiction to pursue any remedy available to him. The Governing Board's determination of the question of material breach shall not be binding on said court.

Change or Termination Without Breach (Option to Terminate): This Agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code Section 35031 provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party.

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

In addition to the termination of this Agreement by mutual consent, this Agreement may be terminated by the following:

Discharge for Cause: For the purposes of this Agreement, "cause" shall mean the grounds for dismissal of the permanent certificated employee as described in Education Code Section 44932.

The Superintendent shall be entitled, in the event the district contends that there is any basis to terminate the Superintendent for cause, to all the rights provided to a certificated employee pursuant to Article 3 of Chapter 4, Part 25 of Division 3, Education Code 44930 et.seq., including, but not limited to, those provisions set forth in Education code Section 44944, which provisions shall apply with respect to any such attempted termination of his position as Superintendent.

Termination Without Cause: The Governing Board may determine not to continue the employment of the Superintendent as of June 30 of any year during this Agreement if at least 80% of the members of the Governing Board vote to terminate this Agreement without cause, and provide the Superintendent with ninety (90) days written notice thereof. Upon exercising its option in this paragraph, the Governing Board shall pay to the Superintendent salary and benefits pursuant to this paragraph and shall advise the public and prospective employers that the Superintendent was terminated under a provision of this Agreement which does not require cause. Pursuant to Government Code 53260, if this Agreement is terminated between the Superintendent and the Governing Board for any reason, the maximum cash settlement the Superintendent shall receive an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the Agreement. If the unexpired term of the Agreement is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by twelve (12). Pursuant to Government Code 53261, the cash settlement shall not include any other non-cash benefits except health benefits as set forth in this Agreement, which may be continued for the same duration of time as the cash settlement or until the Superintendent finds other employment, whichever occurs first.

Non-Re-election: The Governing Board may determine not to re-employ the Superintendent upon the expiration of this Agreement by providing written notice at least forty-five (45) days before the expiration of this contract in accordance with Education Code Section 35031.

Education Code Section 35031 provides that, unless a Governing Board notifies a Superintendent in writing at least forty-five (45) days prior to the expiration of the term that he is not to be re-employed, he shall be deemed re-employed for the same term as the current contract. It shall be the duty of the Superintendent to notify each member of the Governing Board in writing of the provisions of Education Code Section 35031 prior to the last regularly scheduled meeting of the Governing Board to be held forty-five (45) days prior to the expiration of this contract or any extension thereof.

Superintendent's Election to Terminate Agreement: Should the Superintendent voluntarily seek employment elsewhere during the term of this contract, he shall indicate to the Governing Board his intentions to do so and the reasons for taking this action. Should the Superintendent receive unsolicited offers of employment or requests to be a candidate for other employment, he shall notify the Governing Board of his intentions to pursue these offers prior to becoming a final candidate for any position so offered. The Superintendent may resign at any time upon giving ninety (90) days written notice to the Governing Board.

X. ATTORNEY FEES

In the event of a conflict arising out of the Superintendent's employment with the District and it becomes necessary for the Superintendent to consult and/or retain an attorney to determine and/or protect his legal rights and interests, the District shall reimburse the Superintendent for all reasonable attorney fees and other costs up to an amount equal to that expended by the District for attorney fees and other costs.

XI. INCORPORATION OF GOVERNMENT CODE SECTIONS

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

GENERAL PROVISIONS

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

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

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

GOVERNING BOARD OF THE OROVILLE UNION HIGH SCHOOL DISTRICT

By _____ By _____
Mr. Scott Damon Dr. Amber Englund

By _____ By _____
Mrs. Bonnie King Mr. Ray Sehorn

By _____
Mrs. Nannette Walker

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Superintendent of the Oroville Union High School District.

Date of Acceptance

Corey Willenberg, Ed.D., Superintendent



To: Oroville Union High School District Board of Trustees
From: Dr. Corey Willenberg, Superintendent
Date: December 17, 2021
Subject: Geography and Health Requirements

At the December 15, 2021 Board meeting the item to change the Geography requirement for ninth grade students to a Careers/Life Choices was tabled for staff to bring back more information at a future Board meeting.

Geography is not required as a stand alone course by the State of California, but is required to be integrated in the World History and United States History curriculum.

Drivers Education is required to be taught to all students at no cost per California Education Code 51851 even if it is not a graduation requirement.

The current ninth grade courses required are Geography/Freshmen Success and Health/Freshman Success. During a recent credential audit conducted by the Butte County Office of Education found that there is a credentialing issue with the Freshmen Success portion of both classes.

I am proposing the following for the 2022-2023 school year for Board approval:

1. We drop Freshmen Success from both the Geography course and the Health course;
2. We offer Geography and Health Driver's Education to all ninth graders;
3. The Superintendent put together a committee to explore possible changes to the freshman requirements if any.
4. This committee will also explore how OUHSD will meet the new Ethnic Studies requirement beginning with the 2029-2030 school year.

December 15, 2021

OUHSD Board of Trustees

OUHSD District Office

2211 Washington Street

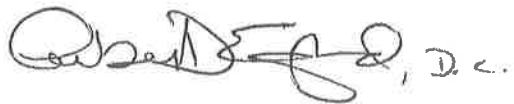
Oroville, Ca 95966

Dear OUHSD Board of Trustees,

On behalf of the Las Plumas PTSA, I am again coming to you with a request to waive the facilities fee for our upcoming rental of the LP Cafeteria. We will be hosting a BUNCO fundraiser on January 22, 2022 and would appreciate any help in making our fundraiser a success. Last year, this event was our second biggest fundraiser. We are hoping this event will be just as successful and any help with our fundraising efforts is much appreciated. We are approaching reaching one fourth of our year's goal of forty thousand dollars and still have a long way to go. We understand that we will still be responsible for paying for custodial support staff.

Thank you for your consideration in this manner.

Cordially,

A handwritten signature in black ink, appearing to read "Amber Englund, D.C.", with a stylized flourish at the end.

Amber Englund

LP PTSA Treasurer

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

RESOLUTION NO. 13-21/22

**Resolution of
Oroville Union High School District**

Name of Local Educational Agency

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

NOW THEREFORE, BE IT RESOLVED, that the Governing Board authorizes the Oroville Union High School District to apply for a grant from the California Energy Commission to implement a CalSHAPE Program.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Governing Board finds that the activity funded by the grant is (Please select one)

☐ not a project because _____

OR

☐ a project that is exempt under CEQA Sec 15301 because
the projects are in existing facilities involving no expansion of existing or former use.

OR

☐ a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Governing Board authorizes the Oroville Union High School District to accept a grant up to \$320,116.56 and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that Corey Willenberg, Susan Watts and James LaGrone are hereby authorized and empowered to execute in the name of the Oroville Union High School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 16th day of February, 2022.

Governing Body Representatives:

Scott Damon

Amber Englund

Ray Sehorn

Bonnie King

Nanette Walker

AYES:

NOES:

ABSENT:

ABSTAIN:



<small>RECIPIENT</small> Oroville Union High	<small>AGREEMENT NUMBER</small> 21R1VA0918
<small>ADDRESS</small> Susan M. Watts, Assistant Superintendent of Business 2211 Washington Ave Oroville, CA 95966	<small>AGREEMENT TERM</small> Ends 24 months after Effective Date <small>The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.</small>

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

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

<small>EIMBURSABLE AMOUNT</small> <div style="border: 1px solid black; padding: 5px; text-align: center;"> \$320,116.56 </div>
<small>Total of REIMBURSABLE AMOUNT</small> <div style="border: 1px solid black; padding: 5px; text-align: center;"> \$320,116.56 </div>

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

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

EXHIBIT A

Scope of Work

Oroville Union High 04615150000000

Total Number of Sites 4

Site Name

Oroville High Community Day
Las Plumas High
Oroville High
Prospect High (Continuation)

CDS Code

04615150430140
04615150434803
04615150435602
04615150437566

Oroville High Community Day
Category

Unit Count

Assessment & Maintenance
Filter
Monitor

6
12
6

Las Plumas High
Category

Unit Count

Assessment & Maintenance
Filter
Monitor

97
121
103

Oroville High
Category

Unit Count

Assessment & Maintenance
Filter
Monitor

68
85
94

Prospect High (Continuation)
Category

Unit Count

Assessment & Maintenance
Filter
Monitor

21
42
17

EXHIBIT B Budget

Oroville Union High 04615150000000

Total Requested Amount
\$320,116.56

Site Name

Requested Amount

Oroville High Community Day
Las Plumas High
Oroville High
Prospect High (Continuation)

\$12,890.57
\$148,204.28
\$120,729.43
\$38,292.28

Oroville High Community Day
Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$8,806.00
\$900.00
\$1,036.14
\$2,148.43

Las Plumas High
Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$96,641.50
\$9,075.00
\$17,787.07
\$24,700.71

Oroville High
Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$78,000.00
\$6,375.00
\$16,232.86
\$20,121.57

Prospect High (Continuation)
Category

Requested Amount

Assessment & Maintenance
Filter
Monitor
Contingency

\$25,824.50
\$3,150.00
\$2,935.73
\$6,382.05

Total Grant Award

\$320,116.56

Initial Payment

\$160,058.28

Final Payment

\$160,058.28

EXHIBIT C

Contacts

CalSHAPE Program Staff

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

Confidential Deliverables/Products

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

Invoices, Progress Reports and Non-Confidential Deliverables to

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

EXHIBIT C

Contacts

LEA Contact (Primary)

Name	enter name
Address	enter address line
City, State, Zip	enter city, state, zipcode
E-mail	enter email

LEA Contact (Alternate)

Name	enter name
Address	enter address line
City, State, Zip	enter city, state, zipcode
E-mail	enter email

LEA Contact (Alternate)

Name	enter name
Address	enter address line
City, State, Zip	enter city, state, zipcode
E-mail	enter email

EXHIBIT D

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

TABLE OF CONTENTS

SECTION	PAGE NO.
1. INTRODUCTION.....	2
2. DOCUMENTS INCORPORATED BY REFERENCE.....	2
3. STANDARD OF PERFORMANCE.....	3
4. DUE DILIGENCE	3
5. PRODUCTS	3
6. AMENDMENTS	4
7. CONTRACTING AND PROCUREMENT PROCEDURES	4
8. PAYMENT OF FUNDS.....	6
9. RESERVED	8
10. PREVAILING WAGE	8
11. RECORDKEEPING, COST ACCOUNTING, AND AUDITING	10
12. WORKERS' COMPENSATION INSURANCE.....	12
13. PERMITS AND CLEARANCES	12
14. EQUIPMENT.....	12
15. STOP WORK	13
16. TERMINATION	13
17. INDEMNIFICATION	14
18. RESERVED	14
19. RESERVED	14
20. INTELLECTUAL PROPERTY	14
21. RESERVED	15
22. GENERAL PROVISIONS	15
23. CERTIFICATIONS AND COMPLIANCE	16
24. RESERVED	19
25. COMMISSION REMEDIES FOR RECIPIENT'S NON-COMPLIANCE	19
26. DEFINITIONS	19

1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

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

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

2. **Documents Incorporated by Reference**

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

Funding Documents

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

Program Guidelines

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

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

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

Federal Acquisition Regulations (*applicable to commercial organizations*)

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

Nondiscrimination

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

General Laws

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

3. **Standard of Performance**

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

4. **Due Diligence**

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

5. **Products**

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

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

- b. **Failure to Submit Products**

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

- c. **Legal Statements on Products**

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

LEGAL NOTICE

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

6. Amendments

a. Procedure for Requesting Extensions

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

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

b. Approval of Changes

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

7. Contracting and Procurement Procedures

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

a. Contractor's Obligations to Subcontractors

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

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

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

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

b. Flow-Down Provisions

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

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

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

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

c. Audits

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

d. Copies of Subcontracts

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

e. Conflicting Subcontract Terms

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

f. Penalties for Noncompliance

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

8. Payment of Funds

a. Timing of Payment

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

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

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

b. Reimbursable Cost Requirements

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

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

c. Payment Requests

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

d. Invoice Approval and Disputes:

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

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

e. Multiple Non-Energy Commission Funding Sources:

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

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

f. Reduced funding:

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

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

g. Allowability of Costs

- 1) Allowable Costs

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

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

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

h. Final Invoice for Remaining Funds

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

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

j. Certification

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

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

9. Reserved

10. Prevailing Wage

a. Requirement

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

b. Determination of Project's Status

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

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

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

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

c. Subcontractors and Flow-down Requirements

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

d. Indemnification and Breach

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

e. Budget

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

f. Covered Trades

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

g. Questions

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

h. Certification

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

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

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

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

b. Accounting Procedures

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

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

c. Inspections, Assessment, and Studies

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

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

d. Audit Rights

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

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

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

e. **Refund to the Energy Commission**

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

f. **Audit Cost**

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

g. **Match or Cost Share**

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

12. *Workers' Compensation Insurance*

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

13. *Permits and Clearances*

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

14. *Equipment*

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

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

15. Stop Work

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

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

16. Termination

a. Purpose

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

b. With Cause

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

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

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

c. Without Cause

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

17. Indemnification

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

18. Reserved

19. Reserved

20. Intellectual Property

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

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

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

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

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

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

- d. **Intellectual Property Indemnity**

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

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

21. Reserved

22. General Provisions

a. Governing Law

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

b. Independent Capacity

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

c. Assignment

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

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

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

f. Waiver

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

g. Assurances

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

h. Change in Business

1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:

- a) A change of address.
- b) A change in business name or ownership.
- c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

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

i. Access to Sites and Records

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

j. Prior Dealings, Custom, or Trade Usage

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

k. Survival of Terms

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

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

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

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

b. Nondiscrimination Statement of Compliance

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

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

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

c. Drug-Free Workplace Certification

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

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

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

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

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

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

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

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

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

g. Americans With Disabilities Act

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

24. **Reserved**

25. **Commission Remedies for Recipient's Non-Compliance**

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

26. **Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.