



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES MEETING AGENDA

**Wednesday, March 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 6:00 p.m.

Meeting link: <https://youtu.be/vTeBvAy9XQI>

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, March 16, 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]
- **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**
- **Pupil Discipline—California Education Code Sections 48918/35146**

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.

REGULAR BOARD AGENDA FOR MARCH 16, 2022

On February 16, 2022, the Board held 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. At that meeting, the Board received additional information about the planned process and timeline to develop trustee area boundary maps, including a presentation by the District's legal counsel.

Tonight, the Board will hold its second 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.

During this hearing, the Board will receive additional information about the criteria for map development, including a presentation by the District's demographer, Cooperative Strategies. As with the first public hearing on this matter, the public is again 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.

RECOGNITIONS AND PRESENTATIONS

2. Student Achievement and Recognition – Las Plumas High School

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

At this time, the President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to step to the podium, state their name for the record and make their presentation. 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

- 3. Board Comments**
- 4. Superintendent**
- 5. Administration**
- 6. DOJ Update**
- 7. Status of One-Time Projects**

OLD BUSINESS (None)

REGULAR BOARD AGENDA FOR MARCH 16, 2022

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

8. Minutes from the February 16th Regular and March 1st and 8th Special Board Meetings
9. Check Registers Dated 2/15, 2/22, 2/24, 3/1 and 3/3
10. Monthly Financial Report
11. Donations to the Hall of Fame
12. Donation of \$1000 to the OHS Library from Nick Gross in Memory of Halcia Bower and to Honor of Women's History Month
13. 21/22 Consolidated Application, Part II
14. K-12 Strong Workforce Program North Far North Regional Consortium with Butte College
15. Acceptance of the AT&T Internet Service Provider Agreement
16. North State Audio Services Contract to Provide Graduation Sound and Streaming
17. Disposal of Surplus Equipment
18. High Risk Activity – LPHS FFA State Leadership Conference
19. Out-of-State Travel Request/High Risk Activity – LPHS FCCLA State Conference
20. Graduation Waiver Requests
21. 1st Reading of Board Policies and Administrative Regulations
 - o E 4112.9, 4212.9, 4312.9 (Employee Notifications)
 - o BP 4131 (Staff Development)
 - o AR 4217.3 (Layoff/Rehire)
 - o BP/AR 4158, 4258, 4358 (Employee Security)
 - o AR 5125 (Student Records)
 - o BP/AR 6145..5 (Student Organizations and Equal Access)
 - o BP/AR 6172.1 (Concurrent Enrollment in College Classes)
 - o AR 6173.2 (Education of Children of Military Families)
 - o BB 9012 (Board Member Electronic Communications)
 - o BB 9250 (Remuneration, Reimbursement and Other Benefits)
 - o BB 9320 (Meetings and Notices)
 - o E 9323.2 (Actions by the Board)

NEW BUSINESS

22. Tentative Agreement with CSEA Dated January 24, 2022 (Watts)

The District has reached a tentative agreement with CSEA that includes a 3.25% increase to the salary schedule, retroactive to 7/1/21, an increase to the District's contribution for health benefit premiums to \$14,820 annually, and a clean-up of language related to how out-of-class work is to be compensated. The total cost of this agreement is \$283,553. \$254,764 of this will be paid with unrestricted funds, the remainder will be covered with categorical funding. **Recommend approval**

Enclosure

23. One Year Contract Extension for the Superintendent (Watts)

Dr. Willenberg is requesting a one year contract extension, which would expire on June 30, 2024. **Recommend approval**

Enclosure

24. Request to Waive Insurance Requirements for the DJ for the LPHS Prom (Watts)

The LPHS ASB Advisor has requested that the District's insurance requirements for independent contractors be waived for the DJ providing services for their prom. **Board's pleasure**

Enclosure

REGULAR BOARD AGENDA FOR MARCH 16, 2022

25. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

Michael Elston
Teacher
Resignation
Effective 6/3/2022

Courtney Kluth
Teacher
Resignation
Effective 6/3/2022

Classified

Chandler McCauley
Courier/Vehicle Service Worker
Resignation
Effective 2/22/2022

Brooke Myers
Para Educator II – OHS
Request for FMLA/CFRA/Medical Leave
Effective 2/4/2022 – 5/25/2022

Kayla Garnet-Goforth
From Food Service Worker to Universal–OHS;
8.0hrs p/day; SDO (195 days)
Step/Column 15/C \$19.31 p/hr.
Effective 3/21/2022

20221/22 Substitute Campus Supervisor

Jesus Favela

20221/22 Substitute Custodian

Jesus Favela

20221/22 Substitute Universal

Jesus Favela

26. Expulsion Case #4-21/22

27. Expulsion Case #5-21/22

28. Items for Next Agenda

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, April 20, 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 28, 2022
Subject: Status of One-Time Projects

On July 28, 2021, the Board approved a prioritized list of projects that focused on the areas of safety, air quality, roofing and painting and other items. There were a total of one hundred projects on the list. Here is a list of projects that are in progress or completed.

Site	Description	Priority Level	Funding	Estimated Cost
District	Key Management/Lock Replacement	Safety	One Time	40,000
District	Fencing Around Solar Panels	Safety	One Time	25,000
District	Security Camera Upgrade	Safety	One Time	6,200
District	Flooring Replacement Ed Services/CBO Offices	Misc.	One Time	18,000
Harrison	Security Camera Upgrade	Safety	One Time	30,000
PHS	Alarm System Upgrade	Safety	One Time	15,000
PHS	Replace Defective Main Electrical Shut Off	Safety	One Time	5,000
CDS	Alarm Upgrades	Safety	One Time	1,840

OAE	Security Camera Upgrade	Safety	One Time	12,000
OAE	Alarm System Upgrade	Safety	One Time	2,545
Transportation	Roll Up Door Automation	Safety	One Time	50,000
OHS	Football Field Fencing	Safety	One Time	15,837
OHS	T-1 HVAC Replacement	Air Quality	One Time	20,000
OHS	Kiln Upgrade	Misc.	One Time	12,000
OHS	B/T Wing fencing and Asphalt	Deferred Maintenance	One Time	65,000
OHS	New Wall in Q-2	Deferred Maintenance	One Time	8,000
OHS	Gym HVAC Installation	Developer Fees	One Time	625,703
OHS	Security Camera Upgrade	Safety	One Time	1,900
LPHS	HVAC Replacement 1208	Air Quality	One Time	8,000
LPHS	HVAC Replacement 1011	Air Quality	One Time	9,000
LPHS	HVAC Replacement Band Room	Air Quality	One Time	12,000
LPHS	Removal of Old Ag Classroom	Safety	One Time	1,832
LPHS	Crossing Signage	Safety	One Time	18,000
LPHS	Gates for Tennis Courts	Safety		5,030
Total Estimated Funds Committed to Date				1,008,887

Attached is the list of approved one time projects.

Site	Description	Priority	Priority Level	Funding Source	Estimated Cost
District	Key management / replacement	1	Safety	One-Time	\$40,000.00
District	Tree management	1	Safety	One-Time	\$25,000.00
✓ District	Fencing around solar panel controls	1	Safety	One-Time	\$25,000.00 806
District	Safety window film	1	Safety	One-Time	\$75,000.00
District	Touchless fixtures for R/R	1	Safety	One-Time	\$50,000.00
District Office	Security camera upgrade	1	Safety	One-Time	\$10,000.00
✓ Harrison	Gates on parking lots	1	Safety	One-Time	\$20,000.00 2778
Harrison	Card key system	1	Safety	One-Time	\$18,000.00
Harrison	Restricted access on fencing	1	Safety	One-Time	\$25,000.00
Harrison	Security camera upgrade	1	Safety	One-Time	\$30,000.00
LPHS	Softball and Baseball bleacher replacement	1	Safety	One-Time	\$15,000.00
LPHS	Alarm system upgrade	1	Safety	One-Time	\$18,000.00
✓ LPHS	Automatic gate at bus loading zone	1	Safety	One-Time	\$25,000.00 630
LPHS	Removal of old Ag mobile home	1	Safety	One-Time	\$10,000.00
LPHS	Crossing signage at crosswalk	1	Safety	One-Time	\$18,000.00
LPHS	Roof hatch corrections w/extensions	1	Safety	One-Time	\$30,000.00
✓ OHS	Football field fencing	1	Safety	One-Time	\$30,000.00 3341
OHS	Security camera upgrade	1	Safety	One-Time	\$30,000.00
OHS	Alarm system upgrade	1	Safety	One-Time	\$18,000.00
OHS	Hallway door replacement C, S & H wing	1	Safety	One-Time	\$50,000.00
✓ PHS	Fencing	1	Safety	One-Time	\$22,000.00 4637
PHS	Parking lot gates	1	Safety	One-Time	\$12,000.00
PHS	Alarm system upgrade	1	Safety	One-Time	\$15,000.00
PHS	Repalce defective main electrical shut off	1	Safety	One-Time	\$5,000.00
OAE	Security camera upgrade	1	Safety	One-Time	\$12,000.00
OAE	Alarm system upgrade	1	Safety	One-Time	\$10,000.00
✓ Transportation	Roll up door automation	1	Safety	One-Time	\$35,000.00 5000
Transportation	Remove old obsolete lifts	1	Safety	One-Time	\$20,000.00
Harrison	Press Box HVAC	2	Air Quality	One-Time	\$15,000.00
Harrison	Server Room HVAC	2	Air Quality	One-Time	\$12,000.00
OHS	T1, T2 and T3 HVAC replacement	2	Air Quality	One-Time	\$20,000.00
OHS	A-wing HVAC installation	2	Air Quality	One-Time	\$75,000.00
OHS	Window replacement Gym	2	Air Quality	One-Time	\$60,000.00
LPHS	Roofing replacement 1200 wing	3	Roofing	One-Time	\$45,000.00
LPHS	Roofing replacement Ag shop	3	Roofing	One-Time	\$20,000.00
OHS	Roofing replacement gym	3	Roofing	One-Time	\$95,000.00
OHS	Roofing replacement X wing	3	Roofing	One-Time	\$50,000.00
OHS	Roofing replacement Student Union	3	Roofing	One-Time	\$35,000.00
PHS	Roofing replacement 100 wing	3	Roofing	One-Time	\$65,000
OHS	Student Union exterior painting	3	Painting	One-Time	\$35,000.00
PHS	Exterior painting	3	Painting	One-Time	\$35,000.00
OAE	Siding and painting	3	Painting	One-Time	\$40,000.00
District	Upgrade landscaping	6	TBD	One-Time	\$10,000.00
District	Cat 6 IDF cabling upgrade	6	TBD	One-Time	\$6,000.00
District	Network switch replacement	6	TBD	One-Time	\$18,000.00
District	Add UPS devices to network	6	TBD	One-Time	\$12,000.00
District	Electrical panel upgrades	6	TBD	One-Time	\$200,000.00
Harrison	Upgrade landscaping	6	TBD	One-Time	\$15,000.00
Harrison	Live Stream of events	6	TBD	One-Time	\$14,000.00
Harrison	Upgrade field lighting to LED	6	TBD	One-Time	\$70,000.00
Harrison	Sound system upgrade	6	TBD	One-Time	\$18,000.00
Harrison	BBQ for events	6	TBD	One-Time	\$10,000.00
Harrison	Tables for events	6	TBD	One-Time	\$8,000.00

Harrison	Asphalt back parking lot	6	TBD	One-Time	\$185,000.00
LPHS	Baseball and Softball field lighting	6	TBD	One-Time	\$200,000.00
LPHS	Greenhouse repairs / upgrades	6	TBD	One-Time	\$20,000.00
LPHS	R/R access from main gym in west gym	6	TBD	One-Time	\$30,000.00
LPHS	Electrical for hog barn	6	TBD	One-Time	\$18,000.00
LPHS	Upgrade old volleyball area	6	TBD	One-Time	\$20,000.00
LPHS	New B.B hoops and backboards at tennis court	6	TBD	One-Time	\$15,000.00
LPHS	HVAC for East gym	6	TBD	One-Time	\$165,000.00
LPHS	500 wing HVAC replacement	6	TBD	One-Time	\$55,000.00
LPHS	Weight Room remodel	6	TBD	One-Time	\$20,000.00
LPHS	Tennis court resurfacing	6	TBD	One-Time	\$30,000.00
OHS	Kiln Upgrade	6	TBD	One-Time	\$12,000.00
OHS	Baseball and Softball field lighting	6	TBD	One-Time	\$200,000.00
OHS	New B.B hoops and backboard in gym	6	TBD	One-Time	\$25,000.00
OHS	HVAC Student Union	6	TBD	One-Time	\$165,000.00
PHS	Field Irrigation	6	TBD	One-Time	\$18,000.00
PHS	Flooring repalcement Multi-purpose room	6	TBD	One-Time	\$35,000.00
PHS	200 wing wall removal and repairs	6	TBD	One-Time	\$15,000.00
PHS	Small walk-in for kitchen	6	TBD	One-Time	\$30,000.00
District Office	Replacement doors	6	TBD	One-Time	\$15,000.00
District Office	Flooring replacement	6	TBD	One-Time	\$18,000.00
Transportation	Shop R/R upgrade	6	TBD	One-Time	\$12,000.00
Transportation	Asphalt parking lot	6	TBD	One-Time	\$50,000.00
Transportation	Flooring replacement office	6	TBD	One-Time	\$45,000.00
Transportation	Cooling in shop area	6	TBD	One-Time	\$35,000.00
Transportation	Re-roof shop	6	TBD	One-Time	\$85,000.00
Transportation	Shop siding replacement	6	TBD	One-Time	\$100,000.00

Harrison	Seal coat and restripe parking lots	4		Deferred Maint.	\$30,000.00
LPHS	Fix bleacher issue that is blocking door	4		Deferred Maint.	\$25,000.00
LPHS	Flooring in 1012 / 1014	4		Deferred Maint.	\$15,000.00
LPHS	Flooring in 1200 wing x3	4		Deferred Maint.	\$28,000.00
OHS	B & T wing asphalt	4		Deferred Maint.	\$52,000.00
OHS	B & T wing fencing	4		Deferred Maint.	\$13,000.00
OHS	T3 flooring repalcement	4		Deferred Maint.	\$10,000.00
OHS	Restroom upgrades	4		Deferred Maint.	\$60,000.00
OHS	New wall in Q2	4		Deferred Maint.	\$8,000.00
OHS	Exterior door replacement Student Union	4		Deferred Maint.	\$12,000.00
OHS	Kitchen roll up door repalcement	4		Deferred Maint.	18,000.00
PHS	Restroom upgrades	4		Deferred Maint.	\$25,000.00
CDS	Wainscot repalcement	4		Deferred Maint.	\$25,000.00
OHS	Gym HVAC Installation	1		Dev Fees	✓\$495,000.00
LPHS	Canopy for rear exits of west gym	5		Dev. Fees	\$45,000.00
LPHS	Canopy for front entrance of west gym	5		Dev. Fees	\$55,000.00
LPHS	New portables	5		Dev. Fees	\$600,000.00
LPHS	New metal building for athletics	5		Dev. Fees	\$125,000.00
OHS	Shade structure	5		Dev. Fees	\$45,000.00
Harrison	Track and turf replacement	5		RDA	\$500,000.00

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
February 16, 2022**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:30 p.m. on Wednesday, February 16, 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; 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**

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

RESULTS OF CLOSED SESSION

At 6:15 p.m., the board reconvened to open session. The following action was taken:

#81-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, pursuant to Board policy/Administrative regulation 4218, the Governing Board adopted the findings of fact and legal conclusions set forth in a decision by a hearing officer, to dismiss a classified employee by the following vote:

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

#82-21/22: On a motion by Mr. Damon, seconded by Dr. Englund, 3.0 FTE probationary certificated employees were non-reelected as certificated employees, effective the close of the 2021/2022 school year by the following vote:

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

PLEDGE OF ALLEGIANCE

MINUTES OF REGULAR MEETING – FEBRUARY 16, 2022

APPROVAL OF AGENDA VARIANCE

#83-21/22: On a motion by Dr. Englund, seconded by Mr. Damon, the board accepted an amended Personnel Assignment Order and tabled item #26 by the following vote:

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

PUBLIC HEARING

1. Gather Pre-Map Input on Trustee Areas

Sean Mick from Dannis Woliver Kelley gave an overview on the process to change from "at-large elections" to "by trustee area elections". The California Voting Rights Act (CRVA) now prohibits the use of "at-large elections" whereby the entire community votes for board members as this may exclude entire neighborhoods or minority populations from being elected to represent their group. Instead, the district will be split into five areas with the same population (within 10%). The District received a letter from an attorney that we were in violation of the CRVA. If we don't comply, we can be sued for \$143,000 and will still need to make the change. Other public entities are required to go through the same process. Mr. Sehorn stated that board members often run unopposed. How would those spots be filled? Mr. Mick responded that we'd have to reach out to people living within that area to encourage them to run. As we would with any board vacancy, the Board would interview the candidates and select someone to fill the vacancy. The process is divided into three phases: pre-map, map development and implementation. Phase 1 is to inform the public and solicit their input as we are doing tonight, adopt a letter of intent (which was done in November), retain a demographer, and hold another public hearing with 30 days. Phase 2 is to develop trustee area maps, which incorporates public input. Initial maps will be drafted, a public hearing will be held to solicit input, maps will be revised, a public hearing will be held on the revised maps, maps may be revised again if necessary, and the board will adopt a resolution and final map. Phase 3 will include working with the county to receive approval and the implementation by elections staff to determine which voters get which ballot. The new format would start with the 2022 election. Billy Speer, community member, feels that this is a stupid thing for our community, will divide the community and is not realistic. There is a case going to the Supreme Court. If it prevails, elections can go back to "at-large". Dr. Willenberg responded that the district can be sued for \$143,000 for not complying. Mr. Damon asked if the community is against it, could we revert back to "at-large" if the Supreme Court strikes it down. Mr. Mick responded that he's not aware of any case sitting before the Supreme Court or any public agency that has won this battle. Shawn Webber, OHS parent, asked who Mr. Mick is. He seems like fear mongering shakedown man. Dr. Willenberg responded that Mr. Mick is part of the district's legal team. Mr. Webber stated that splitting up the community is gerrymandering and not right for our community. He thinks we should fight it. Mr. Mick stated that the district will pay a lot in legal fees to fight it and the court will decide how to split up the district. Mr. Sehorn asked if other district are doing the same. Dr. Willenberg responded that all districts are having to do it as well as the Board of Supervisors and other agencies.

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

Dr. Willenberg stated that 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 VIII (Class Size) and Article XVII (Leaves). There were no comments from the Board or audience.

RECOGNITIONS AND PRESENTATIONS

3. Student Achievement and Recognition – Prospect High School

Mr. Drury recognized Bailee Legault, who is the first Rotary Student of the Month from PHS. Teachers report that he works hard, has shown tremendous growth, has a great heart, is always kind, has a positive attitude and takes responsibility for his mistakes. Breanna Macias was chosen for the Student

MINUTES OF REGULAR MEETING – FEBRUARY 16, 2022

Spotlight this month. She was nominated by Dawn White for being one of the most amazing students she has had in 15 years. She keeps up with assignments and even asks for extra credit, which allowed her to be their 12th graduate this year. Caesar Miranda was also recognized for being motivated enough to graduate this year as a junior. He volunteers at every community event possible, has been a Student of the Block, averages 18 credits per block, was a Martin Luther King, Jr. scholarship winner and always goes above and beyond. They've had 17 graduates so far this year. Michela Monnot was also recognized in the Staff Spotlight this month by himself and Dawn White for handling every situation with patience, kindness and a smile. The ship known as PHS could not sail without her. Ms. Monnot is also being recognized by Butte/Glenn ACSA for being a Classified Staff of the Year. Autumn McIntosh was their WASC Chair this year. They have spent a lot of hours trying to describe what has happened at PHS during the past few years. Their WASC visit is from March 27th – 30th. He invited the Board to meet with the team on March 27th and listen to the exit report on March 30th. They have been busy with community service projects and field trips. Ms. Navarro and Ms. Kinney started a Panther Pantry by getting food donations by local businesses to help their students and families. Lastly, their new promotional video was played.

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Dr. Willenberg stated that the State reduced the indoor mask mandate for everywhere except schools. The only way for students not to wear a mask is to have a doctor's note. These students would have to wear a gator and face shield instead. He has contacted the Governor's office and lobbyists about the problematic mask mandate. He knows the Principals have been getting complaints from parents. If we don't follow the mandate, he and the Board members can be held personally liable. Dr. Englund asked if the Governor's office is supposed to be making an announcement on February 28th. Dr. Willenberg responded that they are reviewing the mask requirement and are supposed to make an announcement.

Danielle Ludwig, LPHS parent, stated that one of the District's goals is to be equitable to students. This is not happening. One teacher told her son he could sit outside to do his work but he was taken to the office by campus security and was sent home. There aren't any school aged fatalities in Butte County from COVID. Many districts are going against the mask mandate. Students just watched the Super Bowl in Los Angeles where 70,000 fans weren't wearing masks. Kids are done with this. Her son will continue to be kicked out of class because he will not wear a mask.

Billy Speer, community member, stated that it's a mandate; not a law. The document from CDPH is not truthful. To protect students would be to allow them to breathe. He was at the cheer competition in Las Vegas where hardly anyone was wearing a mask. He feels the mandate will be dropped because it's an election year. Wearing masks is damaging to kids. This board should stand up against the mandate. It's all about politics. Kids should learn how to protest. Mr. Sehorn stated while he agrees that students should no longer be wearing masks, the audience needs to speak to the people in Sacramento who make the rules. Mr. Damon has recently heard about a few districts no longer following the mandate. He asked how they are getting away with it. Dr. Willenberg responded that they will be liable for any claims. Our liability carrier already told us that we wouldn't have any liability coverage if we choose not to follow the mandate. Mr. Damon stated that while he may personally agree that kids shouldn't be wearing masks, he has to look out for the District. Mr. Sehorn stated that the Board and Superintendent can be sued personally. Audience members stated that they would fight this with the Board and help them financially. Mr. Sehorn responded that he doesn't have faith that any court in California would side with him on this issue. Mr. Damon stated that there are many people on both sides of this issue. If we were to go against the mask mandate, the audience would be filled by parents with opposing views. We'll have to see what happens in those other districts.

Megan Reynolds, LPHS parent, stated that people should read the CDPH guidelines. It says schools will enforce the discipline at the local level. Therefore, the Board would decide the punishment. Dr. Willenberg responded that students are being sent to the office to be counseled. If they still refuse to wear a mask, parents are being called to pick them up. We are not suspending students and are just trying to follow the guidelines. Mrs. Reynolds feels speaking to the Board is fruitless. Her daughter was removed by an SRO from class like a criminal. Two months ago, her daughter was attacked by a Library Aide for wearing her mask below her nose. The Library Aide bumped her daughter's binder, which hit her in the mouth. She reported it to the Principal but never heard back from him. Students don't feel safe at school. LPHS is abandoning all

MINUTES OF REGULAR MEETING – FEBRUARY 16, 2022

principles and guidelines. There is a better way to treat students than yelling or hitting them. El Dorado is educating students about masks and are not removing them from class.

Shawn Webber, OHS parent, stated that time will tell the truth. The wearing of masks is ineffective. The Board members are elected to be leaders. His five kids want to unmask. His daughter has been removed from class three times and they refuse to come to school to pick her up. His daughter is being treated poorly by administration.

The Board doesn't have to follow the mandate. There is no way the State will stop any funding and people won't be sued. The Board has a chance to be heroes and stop the madness. The Board would have support from most of the community.

Rene Gramps, community member, understands that the Board is in a tough position. It's ok for students to stand up for what is right. The community would help the Board fight the mask mandate by funding them. She feels the Board should consider a lighter discipline punishment.

Danielle Ludwig stated that Biggs has never had a mandate. Students and staff are given the choice to wear a mask.

Mr. Damon stated that he will contact Biggs and El Dorado to see what they are doing. He encouraged those in the audience to contact their legislators.

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

4. **Board Comments** - Mr. Sehorn gave kudos to the amazing things our students are being recognized for over the past few weeks.

5. **Superintendent**

Dr. Willenberg agreed that we have many great things going on. He reported that the LCAP surveys for students, parents, staff and the community will be sent out this week.

6. **Administration**

Mrs. Watts did not give a report.

Mr. Simas reported that the Counselors and Supplemental Education Technicians have been visiting the middle schools about classes for next year and MAP testing. The California Healthy Kids Survey will be given in March. The data received will be used in the LCAP process. He is working on setting up summer professional development activities. Dr. Englund asked if the Counselors are discussing CTE pathways with the 8th graders. Mr. Simas confirmed that they are discussing this topic.

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

Dr. Willenberg shared a PowerPoint presentation on the money allocated for each area, what the funds are being spent on, and how much has been spent to date. We have had a problem trying to find people to fill our vacancies. LPHS hasn't had a SRD this year and the SRO at OHS has been reduced due to the agencies being short staffed. The LCAP is definitely driving the budget. Mr. Sehorn asked how many students are using tutor.com. Dr. Willenberg reported that there aren't a lot of students are using it yet. Our attendance rate has dropped and the State doesn't give us any grace for students who are quarantined. He feels we have been doing what we said we would do in the LCAP.

8. **DOJ Update**

Dr. Willenberg reported that the DOJ continues to say we are doing a great job. He's proud of the staff.

9. **Quarterly Williams Act Report**

Dr. Willenberg reported that there were no complaints received during the last quarter.

MINUTES OF REGULAR MEETING – FEBRUARY 16, 2022

OLD BUSINESS (None)

CONSENT CALENDAR

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)

#84-21/22: 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

19. Acceptance of June 30, 2021 Audit Report

Mrs. Watts reported that the auditors found that the financial statements presented fairly and that there were no findings or audit adjustments needed. Therefore, the unaudited numbers will be final.

#85-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the Audit Report was approved as presented by the following vote:

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

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

#86-21/22: On a motion by Dr. Englund, seconded by Mr. Sehorn, the salary schedule increase was approved as presented by the following vote:

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

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

#87-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the Tentative Agreement was approved as presented by the following vote:

MINUTES OF REGULAR MEETING – FEBRUARY 16, 2022

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

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

#88-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, the salary schedule increase was approved as presented by the following vote:

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

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

#89-21/22: On a motion by Dr. Englund, seconded by Mr. Sehorn, the salary increase and contract extension were approved as presented by the following vote:

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

24. Approval of a 3.82% Salary Increase for the Superintendent

#90-21/22: On a motion by Dr. Englund, seconded by Mr. Sehorn, the salary increase was approved as presented by the following vote:

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

25. Geography and Health Requirements

#91-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, forming a committee to discuss changes to the Geography, Health and Drivers Education classes starting in 23/24 and the Ethnic Studies requirement starting in 29/30 were approved as presented by the following vote:

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

26. Facility Fee Waiver for LPHS PTSA

This item was tabled.

MINUTES OF REGULAR MEETING – FEBRUARY 16, 2022

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

#92-21/22: On a motion by Mr. Sehorn, seconded by Dr. Englund, Resolution #13-21/22 was approved as presented by the following vote:

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

28. Amended Personnel Assignment Order

#93-21/22: On a motion by Dr. Englund, seconded by Mr. Sehorn, 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

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

6th Period Options

Ceramics–3rd period-Samantha Muntifering
Effective 1/24/22 – 4/1/22

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

2021/22 Coaches

LPHS

Softball

Change from JV Asst. to JV Head Coach –
Heather Nelson (PD)
JV Head Coach Resignation – Dennis Enser
Varsity Asst. Coach-John Huffstetler (NP)

Track

Boys Asst. Coach - Jarold Stokes (NP)

OHS

Baseball

Varsity Head Coach-Chris Carpenter (PD)

Softball

Varsity Asst. Coach – Amberly Reyes (NP)
Varsity Asst. Coach – Emily Jackson (NP)

Classified

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

Terry Rossetta
Special Education Clerical Aide
Resignation
Effective 3/4/2022

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

Jacob Odor
Custodian
8.0hrs p/day; 260 days p/yr
Effective 2/22/2022

Sarah Tryon-Blake
Groundskeeper
Request for FMLA Family Leave
Effective 2/14/2022-4/14/2022

Madisson Jensen
Courier
Increase from 5.7 FTE to 6.9 FTE
Effective 2/22/2022

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Certificated (Cont.)

Classified (Cont.)

Fawntana Davis
Change from Para-Educator I to
Para-Educator II – OHS
7.0hrs p/day; SDO
Step/Column 12/C \$17.39 p/hr
Effective 2/22/2022

2021/22 Substitute Custodian
Christopher Bridges

2021/22 Substitute Groundskeeper
Christopher Bridges

2021/22 Substitute Courier
Teresa Reniff

2021/22 Substitute Food Service Worker
Angelina Brady

29. Items for Next Agenda (None)

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Dr. Englund, the meeting adjourned at 8:03 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
SPECIAL BOARD OF TRUSTEES MEETING
March 1, 2022**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:00 p.m. on Tuesday, March 1, 2022, at the District Office.

ROLL CALL

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

Administrators Present: Dr. Corey Willenberg, Superintendent

PLEDGE OF ALLEGIANCE

CLOSED SESSION

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

The board convened to closed session at 5:01 p.m.

RESULTS OF CLOSED SESSION

At 6:15 p.m., the board reconvened to open session. The following action was taken:

#94-21/22: On a motion by Mr. Sehorn, seconded by Mrs. King, the board accepted a request by a certificated administrator to be voluntarily reassigned from and administrative position at the end of the 21/22 school year and to be reassigned to a different position within their credentials by the following vote:

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

ADJOURNMENT

On a motion by Dr. Englund, seconded by Mrs. King, the meeting adjourned at 5:32 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES WORKSHOP
March 8, 2022**

MINUTES

CALL TO ORDER

Board Vice President, Dr. Englund, called the meeting to order at 4:01 p.m. on Tuesday, March 8, 2022, at the Transportation Conference Room.

ROLL CALL

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

Administrators/Supervisors Present: Dr. Corey Willenberg, Superintendent, Susan Watts, Assistant Superintendent/CBO, Kevin Simas, Director of Education, Jeff Ochs, Director of Alternative Education, Matt Kermen and Terri Arnold, LPHS Assistant Principals, Cristi Tellechea, OHS Principal, Durell Siplin and Kristen Wiedenman, OHS Assistant Principals, Jacqueline Deadmore, Food Services Director, and Jim LaGrone, Facilities, IT and Transportation Director.

PLEDGE OF ALLEGIANCE

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS (None)

CLOSED SESSION

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

The board convened to closed session at 4:02 p.m.

Mr. Damon arrived at 4:49 p.m.

RESULTS OF CLOSED SESSION

At 6:22 p.m., the board reconvened to open session. No action was taken.

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Mrs. King, the meeting adjourned at 6:23 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 02/15/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-221996	02/15/2022	PAULINA CORTEZ	01-4300	SUPPLIES FOR MEAT LAB		13.91
3005-221997	02/15/2022	Earley, Andree M	01-5200	MILEAGE REIMB. PICKING UP PIGS		88.88
3005-221998	02/15/2022	Aichele, Sarah L	01-5200	MEAL REIMB. OHS SOCCER		22.00
3005-221999	02/15/2022	Lafayette, Laura	01-5200	MILEAGE REIMB. AGSCIENCE PROF CONF.		316.47
3005-222000	02/15/2022	White, Dawn	01-4300	RED ART CLAY		26.81
3005-222001	02/15/2022	Stafford, Regina	01-5200	MEAL REIMB. AGSCIENCE PROF CONF.		34.50
3005-222002	02/15/2022	Bright, Samantha	01-5200	MEAL REIMB. AGSCIENCE PROF CONF.		34.50
3005-222003	02/15/2022	Ada Sports and Rackets LLC	01-4300	BADMINTON RACKET		400.00
3005-222004	02/15/2022	Amazon.com Llc	01-4300	DVD PLAYER	41.10	
				VARIOUS SUPPLIES	1,925.53	
				VARIOUS TOOLS SUPPLIES	1,220.58	
			01-4400	VARIOUS TOOLS SUPPLIES	626.52	3,813.73
3005-222005	02/15/2022	ARC ALTERNATIVES	01-5800	JAN PROF. SERVICES		1,612.50
3005-222006	02/15/2022	BRENDEN A STEVENS BAND INSTRUMENT REPAIR	01-5620	VARIOUS MUSIC SUPPLIES		845.00
3005-222007	02/15/2022	BOYS & GIRLS CLUBS OF THE NORTH VALLEY	01-5800	FEB SERVICE CONTRACT		17,400.00
3005-222008	02/15/2022	COMERS PRINT SHOP	01-4300	COUNCILING SLIPS		276.18
3005-222009	02/15/2022	FLORASOURCE LTD	01-4300	SHIPPING CHARGES	22.68	
				VARIOUS FLOWERS	359.75	382.43
3005-222010	02/15/2022	FOOD MAXX SAVE MART SUPERMARKET	01-4300	ATC SUPPLIES- TRD-4243		36.87
3005-222011	02/15/2022	GRAINGER INC	01-4300	DIAPHRAGM	106.20	
				TEL. CORD	133.26	239.46
3005-222012	02/15/2022	HILLYARD INC.	01-4300	CUSTODIAL SUPPLIES		1,057.40
3005-222013	02/15/2022	JACKSONS GLASS CO	01-5620	WINDSHIELD FOR VAN		782.38
3005-222014	02/15/2022	KEELY FRAZIER	01-4300	T-BIRDS BUCKS		380.58
3005-222015	02/15/2022	METAL WORKS	01-4300	ALUM SHEET		31.00
3005-222016	02/15/2022	OFFICE DEPOT	01-4300	CARD	14.97	
				CART	109.77	
				KLEENEX	69.13	
				LABEL	13.72	
				VARIOUS SUPPLIES	74.84	282.43
3005-222017	02/15/2022	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	30 YRD DEBRIS BOX		1,389.74
3005-222018	02/15/2022	SOLUTION TREE INC	01-5800	SPD501 PROF DEVELOPEMENT		11,360.00
3005-222019	02/15/2022	THERAPY TRAVELERS, LLC	01-5800	SERVICE 01/31/22-02/06/22		3,734.50
3005-222020	02/15/2022	TIM'S DOOR SHOP	01-4300	2-3/8 BACKSET STRIKE		53.19
3005-222021	02/15/2022	VISTA HIGHER LEARNING INC	01-5850	ADDITIONAL 6 YEARS LICENSE/ GALERIA		1,619.40

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 02/15/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					26	46,233.86

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	26	46,233.86
Total Number of Checks		26	46,233.86
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			46,233.86

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

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Feb 15 2022
2:50PM

Checks Dated 02/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-222204	02/22/2022	Simas, Kevin R	01-5200	GIFT CARD FOR TRANSPORTING STUDENT TO LP		29.94
3005-222205	02/22/2022	Ochs, Jeffrey M	01-4300	BOLTS FOR CIS TABLES		31.70
3005-222206	02/22/2022	Davis, Michael J	01-5200	MEAL REIMB. LP SOCCER		22.00
3005-222207	02/22/2022	Tooker, Julie E	01-4300	VARIOUS CLASS SUPPLIES		190.62
3005-222208	02/22/2022	Castillo-Siplin, Diana	01-4300	PBIS INCENTIVES GIFT CARDS		50.00
3005-222209	02/22/2022	Aichele, Sarah L	01-5200	MEAL REIMB. OHS SOCCER		22.00
3005-222210	02/22/2022	Jenkins, Joel A	01-5200	MEAL REIMB. LP BB 01/07-02/08		58.00
3005-222211	02/22/2022	Chilton, Stephanie A	11-4300	CLASSROOM SUPPLIES		7.85
3005-222212	02/22/2022	Jensen, Madisson N	01-5200	MEAL REIMB. LP BB		22.00
3005-222213	02/22/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 02/07/22-02/11/22		2,341.75
3005-222214	02/22/2022	ACE PLUMBING	01-5640	REPAIR LEAKS IN LP BOYS BR		355.00
3005-222215	02/22/2022	ANIXTER INC	01-4300	KEYS	15.14	1,059.03
3005-222216	02/22/2022	BETTER DEAL EXCHANGE	01-4300	BRASS STUDS	10.81	
				DRANO		
				VARIOUS SUPPLIES	49.75	
3005-222217	02/22/2022	BUTTE COUNTY SHERIFF	01-4363	NETWORK CABLE	31.38	107.08
3005-222218	02/22/2022	CALIF WATER SERVICE COMPANY	01-5804	NOV2021 FINGER PRINTING FOR PRE EMPLOYMENT		304.00
			01-5505	01/01/22-02/01/22- 9931655860	69.62	
			11-5505	01/01/22-02/01/22- 8767360151	200.49	270.11
3005-222219	02/22/2022	CDW GOVERNMENT INC	01-5850	BITFED LICENSE		4,160.00
3005-222220	02/22/2022	CENTURY LINK	01-5900	FEB2022 BILLING #87101630		.59
3005-222221	02/22/2022	UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL	01-5200	VIRTUAL TEACCH		540.00
3005-222222	02/22/2022	COMERS PRINT SHOP	01-4300	TIGER LABELS		47.63
3005-222223	02/22/2022	CONTINENTAL ATHLETIC SUPPLY	01-4300	RECONDITIONING	45.65	
			01-5620	RECONDITIONING	83.55	129.20
3005-222224	02/22/2022	DAN'S ELECTRICAL SUPPLY	01-4300	TIME DELAY MIDGET	39.77	
				VARIOUS SUPPLIES	72.47	112.24
3005-222225	02/22/2022	DANIELSEN CO	13-4300	FS	325.51	
			13-4700	FS	2,266.92	
				SUPPERS	350.14	
				Unpaid Sales Tax	22.00-	2,920.57
3005-222226	02/22/2022	DELMAR RENTAL/LANDSCAPE SUPPLY	01-5620	EQUIPT RENTAL		88.00
3005-222227	02/22/2022	FOLLETT SCHOOL SOLUTIONS	01-4200	LIBRARY BOOKS ORDERS		33.13
3005-222228	02/22/2022	FOOD MAXX SAVE MART SUPERMARKET	01-4300	ILS SUPPLIES/ TRD-4243		53.38
3005-222229	02/22/2022	GOLD STAR FOODS	13-4700	FOOD SUPPLIES		6,298.68
3005-222230	02/22/2022	HOBBS PEST SOLUTIONS INC	01-5502	MONTHLY SERVICE- 100035 OHS	135.00	

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.

E S C A P E

O N L I N E

Page 1 of 3

Checks Dated 02/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-222230	02/22/2022	HOBBS PEST SOLUTIONS INC	01-5502	MONTHLY SERVICE- 100036 LP	135.00	
				MONTHLY SERVICE- 100037 PHS	80.00	
				MONTHLY SERVICE- 100050 TRANSP	75.00	
				MONTHLY SERVICE- 100407 DO	53.00	
3005-222231	02/22/2022	HOME DEPOT	11-5502	MONTHLY SERVICE- 100614 OAE	55.00	533.00
			01-4300	MAINT. SUPPLIES	557.12	
				OVER PAYMENT	10.46	546.66
3005-222232	02/22/2022	INSIDE OUT DESIGNS	01-4300	VINYL DECAL		32.48
3005-222233	02/22/2022	NORCAL FOOD EQUIPMENT	01-4300	INLET VALVE	117.21	
				PUMP/MOTOR	2,436.23	2,553.44
3005-222234	02/22/2022	NORTHAM DISTRIBUTORS INC	13-4700	FS	1,350.35	
				SUPPERS	120.62	1,470.97
3005-222235	02/22/2022	Novak Educational Consulting	01-5800	COACHING TEACHING		23,150.00
3005-222236	02/22/2022	OROVILLE FORD	01-4363	BRACKET LICEN	15.24	
				LOUVRE ASY	314.01	329.25
3005-222237	02/22/2022	OROVILLE HIGH SCHOOL ASB	01-4300	INCENTIVE PRICES		295.00
3005-222238	02/22/2022	PG&E	01-5501	6255577568-03 - 12/30/21-01/30/22	800.29	
				7241342564-5 - 12/17/21-01/17/22	20,649.93	
				8353087371-12/30/21-01/30/22	1,115.65	
			11-5501	7241342564-5 - 12/17/21-01/17/22	541.98	23,107.85
3005-222239	02/22/2022	PROPACIFIC FRESH	13-4700	FOOD SERVICE		1,422.07
3005-222240	02/22/2022	RIVERSIDE ASSESSMENTS LLC RIVERSIDE INSIGHTS	01-4300	WJ IV FORM A AND B TEST		559.66
3005-222241	02/22/2022	Semington Architects Inc	25-6200	OHS GYM HVAC PROJECT JAN BILLING		1,096.25
3005-222242	02/22/2022	SPURR	01-5501	BILLING 12/23/21-1/21/22		22,524.91
3005-222243	02/22/2022	STATE OF CALIF DEPT OF JUSTICE	01-5804	JAN2022 FINGERPRINTING		96.00
3005-222244	02/22/2022	TPR EDUCATION, LLC THE PRINCETON REVIEW	01-5850	3 YEARS LICENSE TO TUTOR.COM		254,000.00
3005-222245	02/22/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4200	2813- ONLINE CURRICULUM	394.00	
			01-4300	0966- OHS CULINARY	594.91	
				2813- INCENTIVES PRICES	120.77	
				2813- PANTHER BUCKS	238.28	
				2813- VARIOUS SUPPLIES	50.81	
				2813- WIRELESS KEYBOARD COMBO	42.88	
				2945- AG DEPT ENGRAVING FOR INT.	32.18	
				CONTEST		
				2945- AG DEPT GREENHOUSE PASRTS	57.89	
				2945- AG DEPT OFFICE SUPPLIES	14.22	
				2945- AG DEPT PROMOTIONAL MATERIAL	64.99	
				2945- AG FARM SUPPLIES	176.32	

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

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Checks Dated 02/22/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-222245	02/22/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	4612- LP CULINARY	97.43	
				5187- BATTERIES	74.60	
				5187- BATTERY FOR ATHLETIC	73.77	
				5187- VARIOUS AUTOMOTIVE SUPPLIES	60.85	
				5996- BPIS INCENTIVES	250.00	
				5996- SUPPLIES FOR ADMIN MEETING	53.85	
				9877- MOSS FOR FEEDING ANIMALS	90.89	
				9908- LIQUID NAIL	27.91	
				9908- VARIOUS SUPPLIES	320.81	
			01-4360	8808- VEHICLE MAINTENANCE PROGRAM	960.00	
			01-5200	6975- CALCPA VIRTUAL CONF.	299.25	
				9877- HOTEL FOR AGRI SCIENCE PROF	146.42	
			01-5300	2510- CCAC ANNUAL MEMBERSHIP	40.00	
			01-5620	8808- TRANSIT PASSENGER	825.76	
			11-4300	8796- VARIOUS SUPPLIES	40.10	
			13-4300	7723- CLEAR SALAD BOWLS	371.68	5,520.57
3005-222246	02/22/2022	ALAN VON DER MEHDEN	01-4300	WINCO REIMB. CULINARY	80.52	
Total Number of Checks					43	356,573.13

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	37	342,147.49
11	AdultEducationFund	5	845.42
13	CafeteriaSpecialRevenueFund	5	12,505.97
25	CapitalFacilitiesFund	1	1,096.25
Total Number of Checks		43	356,595.13
Less Unpaid Sales Tax Liability			22.00
Net (Check Amount)			356,573.13

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

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Feb 25 2022
7:51AM

Checks Dated 02/24/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-222597	02/24/2022	Martinez, Rachel Y	01-5200	ASB CONF. MILEAGE/MEAL REIMB.		300.51
3005-222598	02/24/2022	Kermen, Matthew	01-5200	LEADERSHIP CONF.MILEAGE REIMB. PBIS CONF.MILEAGE REIMB.	200.07 73.71	273.78
3005-222599	02/24/2022	Bowers, Jessica	01-5200	ASB CONF. MEAL REIMB		82.00
3005-222600	02/24/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 02/14/22-02/17/22		1,915.00
3005-222601	02/24/2022	Amazon.com Llc	01-4300	CAMERA AND LIGHTS HYDRAILIC GATE CLOSER	168.85 86.85	
				LOCKING CABLE KEY RING	135.80	
				MOUSE PADS	9.73	
				VARIOUS SUPPLIES	1,245.70	1,646.93
3005-222602	02/24/2022	ARC ALTERNATIVES	01-5800	ELECTRIC BUS SUPPORT		1,510.00
3005-222603	02/24/2022	AZ BUS SALES INC	01-4363	DECAL PUSH OUT WINDOW		50.13
3005-222604	02/24/2022	BRENDEN A STEVENS BAND INSTRUMENT REPAIR	01-5620	VARIOUS MUSIC REPAIRS		185.00
3005-222605	02/24/2022	Condensed Curriculum International, Inc.	11-5800	PHARMACY/EKG TECH BILLING		909.30
3005-222606	02/24/2022	DELL MARKETING LP	13-4400	CAFETERIA COMP.		1,093.12
3005-222607	02/24/2022	OFFICE DEPOT	01-4300	FOLDER	44.27	
				PAPER	20.66	
				STAPLER/TAPE	35.66	
				VARIOUS SUPPLIES	233.88	334.47
3005-222608	02/24/2022	OREILLY AUTOMOTIVE INC	01-4363	BATTERY	154.99	
				CORE RETURN	22.00-	
				VARIOUS SUPPLIES	74.08	
				VENT VISOR	50.87	257.94
3005-222609	02/24/2022	OROVILLE HIGH SCHOOL ASB	01-4300	INCENTIVE PURCHASED		45.47
3005-222610	02/24/2022	OROVILLE POWER EQUIPMENT	01-5620	PRESSURE WSHER RENTAL		63.28
3005-222611	02/24/2022	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-4300	CARTRIDGE INK OHS	87.40	
			01-5602	CONTRACT LEASE LP	414.31	501.71
3005-222612	02/24/2022	SEVEN UP BOTTLING COMPANY OF CHICO INC	11-5601	MARCH2022 LEASING B&C		3,500.00
3005-222613	02/24/2022	TEHAMA TIRE SERVICE	01-4364	VARIOUS SUPPLIES		761.49
3005-222614	02/24/2022	THERAPY TRAVELERS, LLC	01-5800	SERVICE 02/07/22-02/13/22		3,928.50
3005-222615	02/24/2022	TOTAL EDUCATION SOLUTIONS	01-5800	JAN2022 SERVICE		22,875.56
3005-222616	02/24/2022	ALAN VON DER MEHDEN	01-4300	WINCO REIMB. CULINARY		103.27
Total Number of Checks					20	40,337.46

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

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Checks Dated 02/24/2022

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		17		34,835.04	
11	AdultEducationFund		2		4,409.30	
13	CafeteriaSpecialRevenueFund		1		1,093.12	
Total Number of Checks			20		40,337.46	
Less Unpaid Sales Tax Liability					.00	
Net (Check Amount)					40,337.46	

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

023 - Oroville Union High School District

Generated for Christina Hopper (CHHOPPER), Feb 25 2022
7:52AM

Checks Dated 03/01/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-222914	03/01/2022	FEATHER FALLS CASINO	01-5601	DOWN PAYMENT FOR HALL OF FAME/PREPAID		300.00
3005-222915	03/01/2022	Castillo-Siplin, Diana	01-5200	PBIS TRAINING		102.39
3005-222916	03/01/2022	Galev, Mihai R	01-5200	MEAL REIMB. LP SOCCER		22.00
3005-222917	03/01/2022	Bradford, Debra M	01-5200	MEAL REIMB. BUTTE COLLEGE		14.00
3005-222918	03/01/2022	Weliver, Paul R	01-4300	REIMB. CLASSROOM SUPPLIES		38.45
3005-222919	03/01/2022	Camolinga, Azucena	01-5200	MEAL REIMB. LP BB		22.00
3005-222920	03/01/2022	ACCULARM DAN R LEDFORD	01-5620	INSTALLATION OF UPDATED ALRMS SYSTEM	4,925.00	
3005-222921	03/01/2022	Amazon.com Llc	01-5800	CELL BACK UP AND VIRTUAL KEY	377.58	5,302.58
			01-4100	VARIOUS SUPPLIES	456.21	
			01-4300	CHAIR	181.85	
				CLEAR HOOKS STRIPS	10.72	
				LASER PROJECTOR	54.11	
				VARIOUS SUPPLIES	393.39	
			11-4300	TONER CARTRIDGE	137.36	
				USB U50 CAMERA	160.21	
			13-4300	VARIOUS SUPPLIES	61.65	1,455.50
			01-4300	KEYS		78.38
3005-222922	03/01/2022	ANIXTER INC	01-4300	ARC FLAG	167.30	
3005-222923	03/01/2022	PEARLSON INC. BAND SHOPPER SUPERIOR CHEER,SUPERIOR TEAM				
3005-222924	03/01/2022	WILLIAM PATTERSON BETTER BUILT FENCE	01-5800	VARIOUS MUSIC SUPPLIES	1,191.60	1,358.90
3005-222925	03/01/2022	BRIGGS FIRESTONE	01-5620	FENCING AROUND SOLAR PANEL OHS BALL JOINT REMOVE/REPLACE 2003 F150		8,663.00
3005-222926	03/01/2022	BSN SPORTS	01-4300	MOLDED FOAM PYLONS		1,003.83
3005-222927	03/01/2022	CALIF WATER SERVICE COMPANY	01-5505	01/12/22-02/09/22- 0556577777		556.08
3005-222928	03/01/2022	COMERS PRINT SHOP	01-4300	#10 WINDOWS/NON WINDOWS ENV. EMBOSSE	462.23	2,040.46
3005-222929	03/01/2022	CONTINENTAL ATHLETIC SUPPLY	01-4300	RECONDITIONING/PARTS	138.78	601.01
			01-5620	RECONDITIONING/PARTS	43.57	
3005-222930	03/01/2022	COLUSA UNIFIED SCHOOL DISTRICT	01-5800	2022 SPRING FFA REDHAWK	167.10	210.67
3005-222931	03/01/2022	DANIELSEN CO	13-4300	FS	431.28	900.00
			13-4700	FS	3,740.20	
				SUPPERS	225.16	
3005-222932	03/01/2022	DAY WIRELESS SYSTEMS	01-5900	Unpaid Sales Tax	30.00-	4,366.64
3005-222933	03/01/2022	EASTBAY INC	01-4400	FEB2022 BILLING OUTSTANDING BALANCE		762.00
						1,013.00
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	Page 1 of 3

Checks Dated 03/01/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-222934	03/01/2022	EDUCATIONAL TESTING SERVICE	11-5800	OAE TESTING/TEST FEE		145.00
3005-222935	03/01/2022	MESA ENERGY SYSTEM INC.	01-5640	CERAMIC KILN IS NOT WORKING		923.00
3005-222936	03/01/2022	ERICKSON LAW FIRM A.P.C.	01-5801	01/01/22-01/31/22 BILLING		4,441.50
3005-222937	03/01/2022	FOOD MAXX SAVE MART SUPERMARKET	01-4300	ILS SUPPLIES/ TRD-4243		57.23
3005-222938	03/01/2022	GOLD STAR FOODS	13-4700	FOOD SUPPLIES		4,565.98
3005-222939	03/01/2022	LG ENVIRONMENTAL	01-5800	FEB. MONTHLY INSPECTION		150.00
3005-222940	03/01/2022	NORTHAM DISTRIBUTORS INC	13-4700	FS	1,369.99	
				SUPPERS	103.60	1,473.59
3005-222941	03/01/2022	OFFICE DEPOT	01-4300	BATTERY	29.99	
				CORNER DESK	308.87	
				EARBUDS	24.56	
				FOLDERS	12.47	
				LONGITECH MOUSE WIRELESS	70.31	
				PALETT OF PAPER	1,543.97	
				PENS	31.11	
				TONER	558.97	
				VARIOUS MATTERIALS	231.20	
				VARIOUS SUPPLIES	242.40	
				VARIOUS SUPPLIES	57.83	3,111.68
3005-222942	03/01/2022	OLIVER PACKAGING & EQUIPMENT COMPANY	13-4300	FOOD SERVICE		1,441.65
3005-222943	03/01/2022	PG&E	01-5501	#0290829210-01 12/22/21-01/20/22		811.33
3005-222944	03/01/2022	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5802	CONTRACT LEASE OHS		148.23
3005-222945	03/01/2022	PROPACIFIC FRESH	13-4700	FOOD SERVICE	687.66	
				SUPPERS	457.00	1,144.66
3005-222946	03/01/2022	School Steps Inc.	01-5800	01/02/22-01/31/22 SERVICE		19,838.00
3005-222947	03/01/2022	SFWP - ACCTS RECEIVABLE	01-5505	FEB2022 BILLING LP #007847-000	239.13	
				FEB2022 BILLING LP AG #007833-000	104.93	344.06
3005-222948	03/01/2022	TEACHER CREATED MATERIALS, INC	01-4300	CLR STRATEGY		1,152.38
3005-222949	03/01/2022	HARRY SIVERLY THE HORN SHOP	01-4300	BAND INSTRUMENTS	1,320.87	
			01-4400	BAND INSTRUMENTS	5,737.25	7,058.12
3005-222950	03/01/2022	TRACEY ANN WRIGHT THE WRIGHT STUFF	11-5800	OAE CPR/FIRST AID/AED TRAINING		595.00
3005-222951	03/01/2022	THERAPY TRAVELERS, LLC	01-5800	SERVICE 02/14/22-02/20/22		3,928.50
3005-222952	03/01/2022	UP-FRONT FOOTWEAR, INC.	01-4300	BLACK SPIN	239.60	
Total Number of Checks					39	80,380.40

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), Mar 4 2022
11:12AM

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ONLINE

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Checks Dated 03/01/2022

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		32		66,230.83	
11	AdultEducationFund		4		1,095.40	
13	CafeteriaSpecialRevenueFund		6		13,084.17	
	Total Number of Checks		39		80,410.40	
	Less Unpaid Sales Tax Liability				30.00	
	Net (Check Amount)				80,380.40	

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), Mar 4 2022

11:12AM

Checks Dated 03/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-223262	03/03/2022	Henderson, Gem H	01-4300	INCENTIVES FOR DEREL JEFFERSON	52.01	
			01-5200	MILEAGE REIMB.	22.23	74.24
3005-223263	03/03/2022	Earley, Andree M	01-5200	MILEAGE REIMB.		44.58
3005-223264	03/03/2022	Muntifering, Samantha N	01-4300	VARIOUS MATERIALS		147.70
3005-223265	03/03/2022	Aichele, Sarah L	01-5200	MEAL REIMB. LP COLLEGE TOUR		14.00
3005-223266	03/03/2022	Olson, Christina C	01-5200	MILEAGE REIMB		11.99
3005-223267	03/03/2022	Weliver, Paul R	01-4300	VARIOUS MATERIALS		64.71
3005-223268	03/03/2022	Eads, Nicole L	01-5200	HOSPITAL MILEAGE		12.87
3005-223269	03/03/2022	Close, Brendan	01-5200	FUEL FOR VAN/LIVESTOCK TRIP		30.01
3005-223270	03/03/2022	Bright, Samantha	01-4300	VARIOUS MATERIALS		139.51
3005-223271	03/03/2022	ACCOUNTABLE HEALTHCARE	01-5800	HARDEE/GIBSON 02/22/22-02/25/22		2,205.15
3005-223272	03/03/2022	ACE PLUMBING	01-5640	UNCLOGGED TOILET		225.00
3005-223273	03/03/2022	AMERICAN TIME	01-4300	ROUND FLUSH 24VAC- OHS		810.50
3005-223274	03/03/2022	AT&T	01-5900	01/24/22-02/23/22 - #9391008280	27.27	
			11-5900	01/24/22-02/23/22 - #9391008282	1,279.19	
				01/24/22-02/23/22 - #9391008282	32.90	
				01/24/22-02/23/22 - #9391047160	115.10	
			13-5900	01/24/22-02/23/22 - #9391008282	16.78	1,471.24
3005-223275	03/03/2022	BETTER DEAL EXCHANGE	01-4300	BATTERY	7.57	
				GARAGE DOOR PULLEY	7.57	
				LAV FAUCET	97.41	
				NUT SETTER	17.83	
				UNION BRASS	9.72	
				VARIOUS MATERIALS		721.85
3005-223276	03/03/2022	CALIFORNIA FFA ASSOCIATION	01-5200	STATE CONF. REGISTRATION	581.75	
3005-223278	03/03/2022	CHRISTENSEN TELECOMMUNICATIONS, INC	01-4300	HEAD SETS AND SPEAKER PHONES	1,490.55	1,000.00
			01-5620	HEAD SETS AND SPEAKER PHONES	2,246.49	3,737.04
3005-223279	03/03/2022	Condensed Curriculum International, Inc.	11-5800	PHARMACY/EKG TECH BILLING		3,077.90
3005-223280	03/03/2022	JACE CROSSWELL CROSSWELL TRUCKING	01-4300	PLASTER SAND		1,108.31
3005-223281	03/03/2022	CUTLER CONSULTING GROUP LLC	01-5800	2022 MENTORING SERVICE- M.KERMEN		4,500.00
3005-223282	03/03/2022	Dannis Woliver Kelley	01-5801	01/01/22-01/30/22- BOARD CVRA	1,871.50	
				01/01/22-01/30/22- BUSINESS MATTERS	1,885.00	
				01/01/22-01/30/22- CERT NEG.	29.50	
				01/01/22-01/30/22- CLASS NEG.	442.50	
				01/01/22-01/30/22- DOJ	1,488.00	
				01/01/22-01/30/22- PERSONNEL ISSUE	8,901.00	
				01/01/22-01/30/22- REAL PROPERTY	3,636.50	

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Checks Dated 03/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-223282	03/03/2022	Dannis Woliver Kelley	01-5801	01/01/22-01/30/22- STUDENT ISSUE	93.00	18,347.00
3005-223283	03/03/2022	DAN'S ELECTRICAL SUPPLY	01-4300	RETURNED ITEM	20.15-	
				VARIOUS SUPPLIES	257.26	237.11
3005-223284	03/03/2022	GRAINGER INC	01-4300	BLOWER ASSEMBLY	152.31	
				VARIOUS SUPPLIES	344.27	
3005-223285	03/03/2022	HILLYARD INC.	01-4300	VIDEO BORESCOPE	280.37	776.95
3005-223286	03/03/2022	HOME DEPOT	01-4300	CUSTODIAL SUPPLIES		458.49
3005-223287	03/03/2022	MARK E DORNAN MD INSPECTION INC.	25-6200	MAINT. SUPPLIES		448.34
3005-223288	03/03/2022	MT SHASTA SPRING WATER CO INC	01-4300	02/01/22-02/28/22 - INSP.		320.00
			01-4300	02/28/22 5-5 GAL- DO	37.02	
			01-4363	02/28/22 1-5 GAL- TRANS.	13.07	50.09
3005-223289	03/03/2022	OROVILLE HIGH SCHOOL ASB	01-4300	INCENTIVE PURCHASED		50.00
3005-223290	03/03/2022	RHC RIVERSIDE CONVENTION	01-5200	FCCLA STATE COMP.		5,239.20
3005-223291	03/03/2022	US BANK CORPORATE PAYMENT SYSTEM	01-4300	0295- SUPPLIES	122.10	
				2813- INCENTIVES	122.82	
				4612- CULINARY SUPPLY	92.77	
				5996- ACCESS CLASSROOM	28.66	
				5996- OFFICE CHAIR	168.91	
				5996- PBIS INCENTIVES	1,588.12	
				5996- SNACKS	77.94	
				9689- AR FORM PEARSON	332.53	
				9689- TAPS KIT	821.62	
				9908- CLASS ROOM SUPPLIES	41.22	
			01-4400	3569- GENERATOR	920.11	
			01-5200	0295- HOTEL CONFERENCE	1,061.44	
				5996- FRAZIER BONQUET AWARD	286.00	
				5996- FRAZIER BONQUET FLIGHT	248.96	
				6975- MAY REVISION WORKSHOP	500.00	
				7522- BLANEY FFA CONVENTION	157.95	
				7522- DOSS FFA CONVENTION	157.95	
				7522- FICK FFA CONVENTION	157.95	
				7522- LEE FFA CONVENTION	157.95	
				7522- SMITH FLIGHT FFA CONVENTION	157.95	
				7522- THAO FFA CONVENTION	157.95	
				7522- YANG FFA CONVENTION	157.95	
				9689- D. CASTILLO FLIGHT	262.97	
				9689- FRAZIER FLIGHT	302.97	

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Checks Dated 03/03/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-223291	03/03/2022	US BANK CORPORATE PAYMENT SYSTEM	01-5200	9689- K. FRAZIER FLIGHT	302.97	
				9689- K. REGNERUS FLIGHT	302.97	
			01-5800	0295- DOCUMENT FEES	10.00	
			01-5850	9689- ONLINE SUBSCRIPTION MCGRAW	792.15	
				9689- ONLINE SUBSCRIPTION PEARSON	110.00	9,602.88
3813-223277	03/03/2022	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	MARCH2022 RETIRE BILLING	55,314.66	
			76-9560	MARCH2022 ACTIVE BILLING	405,341.71	460,656.37
				Total Number of Checks	30	515,583.03

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	27	51,363.98
11	AdultEducationFund	2	3,225.90
13	CafeteriaSpecialRevenueFund	1	16.78
25	CapitalFacilitiesFund	1	320.00
76	Warrant/Pass-ThroughFund	1	460,656.37
	Total Number of Checks	30	515,583.03
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		515,583.03

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), Mar 4 2022
11:14AM

Fund 01 - General Fund

Fiscal Year 2021/22 Through March 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	10,877,793.00	3,892,613.00	73.65
8012	EduProtectionAccountStAidCurYr	5,099,568.00	5,084,403.00	3,344,028.00	1,740,375.00	65.77
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		3,420,236.52	57.30
8042	UnsecuredRollTaxes	457,724.00	510,947.00	4,589,385.48	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	Trns2ChftrSchlinLieuOfPropTaxes	248,090.00-	262,561.00-	161,678.00-	100,883.00-	61.58
	Total LCFF Revenue Sources	27,987,948.00	28,086,490.00	18,685,098.61	9,401,391.39	66.53
Federal Revenue						
8181	SpecialEducation-Entitlement	485,088.00	453,658.00		453,658.00	
8290	AllOtherFederalRevenue	6,582,848.00	5,553,590.00	2,277,171.52	3,276,418.48	41.00
	Total Federal Revenue	7,067,936.00	6,007,248.00	2,277,171.52	3,730,076.48	37.91
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	5,896.89	2,103.11	73.71
8660	Interest	127,000.00	103,000.00	45,731.81	57,268.19	44.40
8677	InteragencySrvcsBetweenLEAs	592,334.00	1,028,711.00	662,276.04	366,434.96	64.38
8699	AllOtherLocalRevenue	116,250.00	114,250.00	160,053.43	45,803.43-	140.09
8792	TrnsfrAporportionmentFrmCntyOffcs	1,336,700.00	1,468,285.00	868,885.00	599,400.00	59.18
	Total Other Local Revenue	2,180,284.00	2,722,246.00	1,742,843.17	979,402.83	64.02
	Total Year To Date Revenues	41,219,386.00	38,721,806.00	23,831,333.26	14,890,472.74	61.54
Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used

Selection

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

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Fund 01 - General Fund

Fiscal Year 2021/22 Through March 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3402	HlthWfarBenefitClassifdPositn	1,526,901.00	1,475,949.00	479,537.09	824,103.86	172,308.05	55.84
3501	StUnemplmntInsurncCertPositns	154,311.00	58,275.00	20,855.52	37,947.76	528.28-	65.12
3502	StUnemplmntInsurncCissifdPos	58,997.00	23,989.00	8,217.93	14,610.56	1,160.51	60.91
3601	WCInsuranceCertifcatdPositns	326,407.00	320,457.00	114,829.32	209,682.54	4,054.86-	65.43
3602	WCCompenstnInsurncClassPositn	134,649.00	134,810.00	45,775.08	84,414.83	4,620.09	62.62
3701	OPEBAllocatedCertifcatdPositn	525,033.00	529,018.00	187,269.60	345,460.02	3,711.62-	65.30
3702	OPEBAllocatedClassifiedPositn	187,638.00	222,107.00	75,416.70	139,222.16	7,468.14	62.68
Total Employee Benefits		10,923,498.00	10,620,430.00	3,379,596.70	5,840,172.63	1,400,660.67	54.99
Books and Supplies							
4100	ApprvdTxbokCorCurriculaMterl	111,000.00	369,363.00	2,329.11	55,870.78	311,163.11	15.13
4200	BooksandOtherReferenceMaterial	11,700.00	11,700.00	4,399.83	8,450.01	1,149.84-	72.22
4300	MaterialsandSupplies	1,800,432.00	2,547,737.00	257,737.60	645,101.42	1,644,897.98	25.32
4360	TransportationGenSupplies	20,000.00	20,000.00	15,504.69	2,316.29	2,179.02	11.58
4361	TransportationFuel	110,000.00	110,000.00		66,237.19	43,762.81	60.22
4362	TransportationOilGrease	6,000.00	6,000.00			6,000.00	
4363	TransportationParts	54,000.00	54,000.00	41,955.16	23,097.13	11,052.29-	42.77
4364	TransportationTires	15,000.00	15,000.00	12,969.62	3,300.68	1,270.30-	22.00
4400	NoncapitalizedEquipment	31,590.00	165,078.00	90,533.91	356,926.03	282,381.94-	216.22
4700	Food		5,000.00			5,000.00	
Total Books and Supplies		2,159,722.00	3,303,878.00	425,429.92	1,161,299.53	1,717,148.55	35.15
Services and Other Operating Expenditures							
5200	TravelandConferences	212,654.00	163,510.00	24,197.89	85,279.83	54,032.28	52.16
5300	DuesandMemberships	27,500.00	27,500.00		28,264.99	764.99-	102.78
5450	OtherInsurance	552,000.00	552,000.00		551,766.00	234.00	99.96
5501	GasElectricity	437,000.00	437,000.00	185,925.05	276,551.53	25,476.58-	63.28
5502	PestControl	5,800.00	5,800.00	2,583.49	3,686.00	469.49-	63.55
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	17,831.27	53,032.97	3,864.24-	79.15
5506	WasteDisposal	58,200.00	58,200.00	24,176.81	37,583.20	3,560.01-	64.58
5601	FacilitiesRent	6,000.00	6,000.00		1,477.50	4,522.50	24.63
5602	CopierPostageMeterRents	63,100.00	63,100.00	25,850.09	37,009.59	240.32	58.65
5603	CopierMaintenance	28,500.00	28,500.00	5,099.68	7,496.60	15,903.72	26.30
5620	EquipmentRentalsAndRepairs	132,500.00	146,858.00	58,320.29	115,698.07	27,160.36-	78.78
5630	ComputerMaintenanceRepairs	19,000.00	19,000.00		13,318.75	5,681.25	70.10
5640	BuildingAndSiteRepairs	250,000.00	250,000.00	4,547.38	213,870.93	31,581.69	85.55

Selection

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

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

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Financial Statement

Fund 01 - General Fund

Fiscal Year 2021/22 Through March 2022

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	41,219,386.00	38,721,806.00		23,831,333.26	14,890,472.74	61.54
B. Expenditures	35,239,949.00	37,056,900.00	10,616,000.83	22,307,336.22	4,133,562.95	60.20
C. Subtotal (Revenue LESS Expense)	5,979,437.00	1,664,906.00		1,523,997.04	10,756,909.79	
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		1,523,997.04	10,567,818.79	
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		12,258,146.06		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	15,523,397.00	12,209,964.00				
Other				10,616,000.83		

Selection:

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

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Fund 08 - StudentActivityFund

Fiscal Year 2021/22 Through March 2022

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	664,000.00	664,000.00			664,000.00	
B. Expenditures	664,000.00	664,000.00			664,000.00	
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources	.00	.00		.00	.00	
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 March 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3302	OASDI/Medicare/Altmtv/Class/Position	15,694.00	16,214.00	5,880.48	10,726.10	392.58-	66.15
3311	Medicare/Certificated	5,707.00	5,893.00	242.28	3,815.41	1,835.31	64.74
3312	Medicare/Classified	3,813.00	3,934.00	1,375.29	2,652.01	93.30-	67.41
3401	Hlth/Wfr/Benefits/Certific/Positn	139,502.00	139,502.00	52,847.84	89,265.57	2,611.41-	63.99
3402	Hlth/Wfr/Benefit/Classifd/Positn	86,836.00	93,156.00	30,123.17	56,162.61	6,870.22	60.29
3501	St/Unemplmnt/Insumrc/Cert/Positns	4,842.00	2,033.00	71.12	1,107.98	853.90	54.50
3502	St/Unemplmnt/Insumrc/Classifd/Pos	3,235.00	1,358.00	474.19	905.46	21.65-	66.68
3601	WC/Insurance/Certificatd/Positns	10,704.00	11,049.00	387.04	7,126.70	3,535.26	64.50
3602	WC/Compensn/Insumrc/Class/Positn	7,419.00	7,557.00	2,600.47	5,116.01	159.48-	67.70
3701	OPEBA/Allocated/Certificatd/Positn	17,635.00	18,205.00	637.72	11,741.54	5,825.74	64.50
3702	OPEBA/Allocated/Classified/Positn	12,222.00	12,371.00	4,284.46	8,428.71	342.17-	68.13
Total Employee Benefits		429,709.00	440,610.00	122,600.34	275,739.55	42,270.11	62.58
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	1,036.51	10,069.71	3,418.22-	130.98
4400	Noncapitalized Equipment				23,837.33	23,837.33-	NO BDGT
Total Books and Supplies		10,326.00	7,688.00	1,036.51	34,279.13	27,627.64-	445.88
Services and Other Operating Expenditures							
5200	Travel and Conferences	3,000.00	3,000.00		125.00	2,875.00	4.17
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	8,292.67	9,376.65	6,265.68	39.18
5502	Pest Control	700.00	700.00	190.51	440.00	69.49	62.86
5503	Sewer Fees	1,400.00	1,400.00		1,490.76	90.76-	106.48
5505	Water	6,000.00	6,000.00	1,858.66	1,841.34	2,300.00	30.69
5506	Waste Disposal	3,000.00	3,000.00	969.39	1,387.82	642.79	46.26
5601	Facilities Rent	42,000.00	42,000.00		31,500.00	10,500.00	75.00
5602	Copier/Postage/Meter/Rents	1,000.00	1,000.00		457.96-	1,457.96	-45.80
5603	Copier/Maintenance	9,500.00	5,500.00	1,027.55	4,752.03	279.58-	86.40
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		1,275.00	16,725.00	7.08
5800	Prof/Consulting/Srvcs/and Oper/Expend	105,000.00	105,000.00	109,735.35	50,583.14	55,318.49-	48.17
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	363.42	30,726.81	3,834.23-	112.73

Selection

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

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

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Fund 11 - Adult Education Fund

Fiscal Year 2021/22 Through March 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		1,052,420.82	492,196.18	68.13
B. Expenditures	1,522,100.00	1,560,726.00	368,583.10	938,707.21	253,435.69	60.15
C. Subtotal (Revenue LESS Expense)	17,818.00-	16,109.00-		113,713.61	238,760.49	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	17,818.00-	16,109.00-		113,713.61	238,760.49	
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		863,748.92		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unappropri (9790)	658,392.00	733,926.00				
Other				368,583.10		

Selection

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

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

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Fiscal Year 2021/22 Through March 2022

Fund 13 - CafeteriaSpecialRevenueFund

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Books and Supplies	589,000.00	589,000.00	139,938.83	275,962.96	173,098.21	46.85
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		1,640.55	640.55-	164.06
5800	ProfConsultingSrvcsandOperExpend	3,000.00	3,000.00		2,915.43	84.57	97.18
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		135.20	364.80	27.04
	Total Services and Other Operating Expenditures	13,100.00	13,100.00	.00	9,052.08	4,047.92	69.10
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	365,913.50	674,810.11	250,080.39	52.28

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	

Selection

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

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

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Fund 25 - Capital Facilities Fund

Fiscal Year 2021/22 Through March 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	285,602.19	34,397.81	89.25
	Total Other Local Revenue	329,000.00	329,000.00	291,544.45	37,455.55	88.62
	Total Year To Date Revenues	329,000.00	329,000.00	291,544.45	37,455.55	88.62

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				223,712.13	223,712.13-	NO BDGT
6200	Building Improvement Of Buildings		510,000.00	15,440.00	547,353.89	52,793.89-	107.32
	Total Capital Outlay	.00	510,000.00	15,440.00	771,066.02	276,506.02-	151.19
	Total Year To Date Expenditures	24,000.00	534,000.00	15,440.00	802,980.52	284,420.52-	150.37

Fund 26 - RDAFeesFund

Fiscal Year 2021/22 Through March 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRdvlpmntFndNotSubjct2LCFFDD	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						
Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
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 - BndIntRdmpntFndA

Fiscal Year 2021/22 Through March 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLeviHmownrExmptn	6,000.00	6,000.00	705.49	5,294.51	11.76
8572	VotdIndbtdnesLeviOtrSbvtntnInLuTx	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	VotdIndebtdnesLevieSecurdRol	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	VotdIndbtdnssLevieSuplmtntlTaxe	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 March 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtddnesLeviHmownrExmptn	4,000.00	4,000.00	606.22	3,393.78	15.16
8572	VtdIndbtddnesLevOtrSbvtntnsInLuTx	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	VotedIndebtdndssLevieSecurdRol	328,000.00	328,000.00	201,235.44	126,764.56	61.35
8612	VotdIndebtdndnesLevieUnscurdRol	18,000.00	18,000.00	15,189.12	2,810.88	84.38
8613	VotdIndebtdndnesLeviePrtyrTaxes	1,000.00	1,000.00	548.52	451.48	54.85
8614	VotdIndbtddndssLevieSuplmtntlTaxe	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

Selection

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

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Fund 53 - BndIntRdmptFndHarrison

Fiscal Year 2021/22 Through March 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtcdnesLevieHmownrExmptn	12,000.00	12,000.00	1,364.04	10,635.96	11.37
8572	VtdIndbtcdnesLevOtrSbvtntnslnLuTx	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	VotdIndbtcdnssLevieSuplmntlTaxe	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

Selection

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

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Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2021/22 Through March 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	19,499.35	10,500.65	65.00
	Total Other Local Revenue	.00	<u>54,000.00</u>	<u>24,633.84</u>	<u>29,366.16</u>	<u>45.62</u>
	Total Year To Date Revenues	.00	<u>54,000.00</u>	<u>24,633.84</u>	<u>29,366.16</u>	<u>45.62</u>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	% Used
Expenditure Detail						
Services and Other Operating Expenditures						
5800	ProfConsultingSrvcsandOperExpnd		54,000.00		37,645.75	69.71
	Total Services and Other Operating Expenditures	.00	<u>54,000.00</u>	.00	<u>37,645.75</u>	<u>69.71</u>
	Total Year To Date Expenditures	.00	<u>54,000.00</u>	.00	<u>37,645.75</u>	<u>69.71</u>

Fund 76 - Warrant/Pass-ThroughFund

Fiscal Year 2021/22 Through March 2022

Revenues, Expenditures, and Changes in Fund Balance

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

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: March 8, 2022
SUBJECT: Acceptance of Donations to the Hall of Fame

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

Operating Fund

Lani Fridrich*	\$100
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Scholarship Fund

Al Hottinger	\$132.95
Carol Johnson	\$200
Oroville Vision	\$100



Board Memo

Oroville High School

1535 Bridge St.

Oroville, CA 95966

Phone: 530-538-2320

Fax: 530-534-6203

TIGER PRIDE RUNS DEEP

Oroville High School MEMORANDUM

Date: 02/23/2022

CT

To: Corey Willenberg, Superintendent
Board Members

From: Oroville High School/ Cristi Tellechea, Principal

Re:

Oroville High School requesting permission to receive the donation of \$1000 to the OHS Library from Nick Gross, Cousin of Halcia Bower who was our first career librarian in 1919. Please see attached for more information on Halcia Bower/

Halcia Eulalia Bower (1876-1955)

Halcia Bower was born in a small Georgia town to a family with many challenges. Halcia's sister and both of her parents died when Halcia was young, and she grew up with her grandmother and her step-father's family.

Halcia never married and she pursued a career as a teacher, winning a scholarship to a prominent teachers college, with additional training in Chicago, North Carolina, Tennessee, and Boston. From 1899 to 1912 she taught in the Southeast at private academies, elementary schools, high schools and colleges, receiving high praise at all.

In 1913, Halcia trained at the Boston School of Expression - a form of stage performance popular before movies - and then she offered private lessons and went on the road as a performer.

Her sense of industry and adventure pushed her westward. In 1914 she moved to the young state of Oklahoma, taught classes in Expression, and founded the Blackwell College of Fine Arts.

Finally, she made a permanent home in California. As soon as she earned her California teaching certificate (and an A.B. in English from USC), she joined the 10-person faculty of Oroville Union High School as librarian and teacher of English, and she remained there from 1919 until her retirement in 1941. It is fair to say she was OHS's first career librarian, as the two previous librarians were the principal (when there were eight faculty members) and for one year a woman who also taught four other subjects. After Halcia retired, she taught two years in a one-room schoolhouse in the Nevada desert, returning to Oroville for summers and for the last years of her life.

Halcia's contributions to OHS were many. During her tenure, the library holdings almost doubled. She taught classes in "Library Science", offering training to young women in one of the few careers available to them. She made the library a nexus for the students' classwork, as, for example, by using library maps to coordinate their study of literature and history.

Halcia was deeply involved in the students' lives. She directed plays, hosted students for afternoon teas, had picnics in the country, and led them on moonlight hikes to the Feather River sand bar. The students recognized her contributions by dedicating the 1922 yearbook to her.

Halcia loved literature, so much so that the newspaper reported seeing her reading while she walked along Montgomery St. Twice Halcia traveled alone to Europe, visiting authors and places notable in literature, and enrolling in a course at Cambridge. She shared those experiences in many presentations in Oroville.

In other public performances she represented Oroville at meetings of the farm bureau, on the radio, and in surrounding towns.

Halcia Bower brought evidence of the wider world to her students, and she showed her students an example of an independent, professional woman who successfully pursued her deepest interests.



OROVILLE
UNION HIGH SCHOOL DISTRICT

Preparing students for the future today

To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 3/8/2022
Subject: OUHSD Consolidated Application (Part II)

Background Information: The Assistant Superintendent and Education Services collaborated on Part II of the 21-22 Consolidated Application for OUHSD Title I, II, III and Title V funds. This application is a requirement of the California Department of Education for receiving federal funding for services to students from special populations (English Learners, Homeless and Foster Youth, Low Socio-economic and Rural status) The application is included for the Board's review.

Financial Impact: N/A

Recommendation: Approval

2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

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

Consolidated Application Certification Statement

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

Authorized Representative's Full Name	Kevin Simas
Authorized Representative's Signature	
Authorized Representative's Title	Director of Education
Authorized Representative's Signature Date	07/19/2021

*****Warning*****

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2021-22 Protected Prayer Certification

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

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Kevin Simas
Authorized Representative's Title	Director of Education
Authorized Representative's Signature Date	07/19/2021
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2021-22 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

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

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

Returning Application

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

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

*****Warning*****

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2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

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

Date of approval by local governing board	08/18/2021
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District English Learner Advisory Committee Review

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

DELAC representative's full name (non-LEA employee)	Tony Rosales
DELAC review date	08/12/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.ouhsd.org/Page/106
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

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

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

*****Warning*****

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2021-22 Application for Funding

CDE Program Contact:

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

Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101	
SACS 4127	

Warning

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2021-22 Federal Transferability

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Uses of Funds Authority governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B Alternative Uses of Funds Authority are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963
Kevin Donnelly, Rural Education and Student Support Office, TitleIV@cde.ca.gov, 916-319-0942

Title II, Part A Transfers

2021-22 Title II, Part A allocation	\$108,690
Transferred to Title I, Part A	\$63,000
Transferred to Title I, Part C	
Transferred to Title I, Part D	
Transferred to Title III English Learner	
Transferred to Title III Immigrant	
Transferred to Title IV, Part A	
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	
Total amount of Title II, Part A funds transferred out	\$63,000
2021-22 Title II, Part A allocation after transfers out	\$45,690

Title IV, Part A Transfers

2021-22 Title IV, Part A allocation	\$54,193
Transferred to Title I, Part A	\$35,000
Transferred to Title I, Part C	
Transferred to Title I, Part D	
Transferred to Title II, Part A	
Transferred to Title III English Learner	
Transferred to Title III Immigrant	
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	
Total amount of Title IV, Part A funds transferred out	\$35,000
2021-22 Title IV, Part A allocation after transfers out	\$19,193

*****Warning*****

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2021-22 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDerosc@cde.ca.gov, 916-323-0472

2021-22 Title I, Part A LEA allocation (+)	\$751,564
Transferred-in amount (+)	\$98,000
Nonprofit private school equitable services proportional share amount (-)	\$0
2021-22 Title I, Part A LEA available allocation	\$849,564

Required Reservations

Parent and family engagement (If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	\$7,516
School parent and family engagement	\$7,586
LEA parent and family engagement	
Local neglected institutions Does the LEA have local institutions for neglected children?	No
Local neglected institutions reservation	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	No
Local delinquent institutions reservation	
Direct or indirect services to homeless children, regardless of their school of attendance	\$2,000

Authorized Reservations

Public school Choice transportation	
Other authorized activities	\$276,856
2021-22 Approved indirect cost rate	3.96%
Indirect cost reservation	\$32,361
Administrative reservation	\$82,000

Reservation Summary

Total LEA required and authorized reservations	\$393,217
School parent and family engagement reservation	\$7,586
Amount available for Title I, Part A school allocations	\$448,761

*****Warning*****

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2021-22 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANG@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2021-22 Title II, Part A allocation	\$108,690
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$63,000
Allocation after transfers	\$45,690
Repayment of funds	
2021-22 Total allocation	\$45,690
Administrative and indirect costs	\$1,740
Equitable services for nonprofit private schools	
2021-22 Title II, Part A adjusted allocation	\$43,950

*****Warning*****

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2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	\$126.25
Estimated English learner student count	75
Estimated English learner student program allocation	\$9,469

Note: \$10,000 minimum program eligibility criteria

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

Budget

Professional development activities	\$9,469
Program and other authorized activities	\$0
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$9,469

*****Warning*****

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2021-22 Title III English Learner LEA Allocations and Reservations

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III English Learner (EL) student program and to report required reservations.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total Allocation

2021-22 Title III EL student program allocation	\$10,998
Transferred-in amount	\$0
Repayment of funds	
2021-22 Total allocation	\$10,998

Allocation Reservations

Professional development activities	\$3,000
Program and other authorized activities	\$3,000
English proficiency and academic achievement	\$4,579
Parent, family, and community engagement	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$419
Total allocation reservations	\$10,998

*****Warning*****

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2021-22 Title III English Learner YTD Expenditure Report, 6 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through December 31, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2021-22 Title III EL student program allocation	\$10,998
Transferred-in amount	\$0
2021-22 Total allocation	\$10,998
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$0
2021-22 Unspent funds	\$10,998

*****Warning*****

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2021-22 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$157.20
Estimated immigrant student count	6
Estimated immigrant student program allocation	\$943

Note: Eligibility criteria

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

Budget

Authorized activities	\$943
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$943

*****Warning*****

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2021-22 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title IV, Part A and to report reservations.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

2021-22 Title IV, Part A LEA allocation	\$54,193
Funds transferred-in amount	\$0
Funds transferred-out amount	\$35,000
2021-22 Title IV, Part A LEA available allocation	\$19,193
Indirect cost reservation	\$731
Administrative reservation	
Equitable services for nonprofit private schools	
2021-22 Title IV, Part A LEA adjusted allocation	\$18,462

*****Warning*****

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2021-22 Substitute System for Time Accounting

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

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

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

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

2021-22 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	OUHSD certifies that there are no known deficiencies or challenges with the substitute system for time accounting.

*****Warning*****

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2021-22 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

Title I, Part A Basic SACS Code 3010	No
Title I, Part C Migrant Education SACS Code 3060	No
Title I, Part D Delinquent SACS Code 3025	No
Title II, Part A Supporting Effective Instruction SACS Code 4035	No
Title III English Learner Students - 2% maximum SACS Code 4203	No
Title III Immigrant Students SACS Code 4201	No
Title IV, Part A Student Support - 2% maximum SACS Code 4127	No
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	No

*****Warning*****

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

DE Program Contact:

Yviana Hanna, Title I Policy, Program, and Support Office, YHanna@cde.ca.gov, 916-319-0948
Yviana DeRose, Title I Policy, Program, and Support Office, YDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school in its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- '1: meaningful consultation occurred
- '2: timely and meaningful consultation did not occur
- '3: the program design is not equitable with respect to eligible private school children
- '4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children
- dd non-attendance area school(s)

No

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

Warning

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
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****Warning****
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2021-22 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

IDE Program Contact:

Jina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

School ranking options

Within the LEA

Select the highest to lowest school ranking method

Select a low income measure

FRPM

Explanation of Pre-populated Student Counts

The data fields in this form, containing total student enrollment counts and eligible low income students ages 5-17 counts, were pre-populated with PRIOR year (Fiscal Year 2020–21) certified data from CALPADS Fall 1 data submission.

Note: The LEA may use prior year data or current year data to calculate eligibility and ranking for Title I, Part A school allocations. The LEA may choose to manually enter current year data in place of prior year data.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17
as Plumas High	0434803	9	12	3	1,245	832
roville High	0435602	9	12	3	963	752
roville High Community ay	0430140	9	12	3	0	0
rospect High (Continuation)	0437566	9	12	3	117	108

Warning

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2021-22 Title I, Part A Notification of Authorization of Schoolwide Program

his report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as schoolwide Program.

DE Program Contact:

itle I Policy, Program, and Support Office ,TitleI@cde.ca.gov, -
ina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)	SIG Approval Date (MM/DD/YYYY)
as Plumas High	0434803	Y	67%	10/03/2012		
roville High	0435602	Y	76%	05/06/2009		
roville High Community Day	0430140	Y	96%	04/18/2013		
rospect High (Continuation)	0437566	Y	86%	12/05/2012		

2021-22 Title I, Part A Nonprofit Private School Low Income Count

The local educational agency (LEA) shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

No nonprofit private schools are showing as eligible for participation. Either the Nonprofit Private School Consultation form was not completed, or was completed, but conditions necessary for nonprofit private schools to display in this form were not met.

Warning

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2021-22 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

DE Program Contact:

Title I Policy, Program, and Support Office , TitleI@cde.ca.gov, -
Jina DeRose, Title I Policy, Program, and Support Office, JDeRose@cde.ca.gov, 916-323-0472

* applicable, enter a Discretion Code. Use lower case only.

Lowable Discretion Codes

- Below LEA average and at or above 35% student low income
- Waiver for a desegregation plan on file
- Grandfather provision
- Feeder pattern

low income measure

Ranking Schools Highest to Lowest

EA-wide low income %

Available Title I, Part A school allocations

Available parent and family engagement reservation

FRPM

Within the LEA

72.77%

\$448,761

\$7,586

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students Ages 5-17	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2020-21 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
Prospect High (Continuation)	0437566	3	117	108	92.31	Y	Y	1	1027.29	110947.32	\$33,537	\$484	144968.32	
Proville High	0435602	3	963	752	78.09	Y	Y	2	222.50	167320.00	\$48,293	\$3,372	218985.00	
Las Plumas High	0434803	3	1245	832	66.83	Y	N	3	204.92	170493.44	\$52,317	\$3,730	226540.44	
Proville High Community Day	0430140	3	0	0	0.00	N	N	4	0.00	0.00			0.00	

Warning

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2021-22 Title IV, Part A Nonprofit Private School Participation

The local educational agency (LEA) must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel for the Title IV, Part A program.

CDE Program Contact:

Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

No nonprofit private schools are showing as eligible for participation. Either the Nonprofit Private School Consultation form was not completed, or was completed, but conditions necessary for nonprofit private schools to display in this form were not met.

Warning

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OROVILLE

UNION HIGH SCHOOL DISTRICT

Preparing students for the future today

To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 3/8/2022
Subject: OUHSD Consolidated Application (Part II)

Background Information: The Assistant Superintendent and Education Services collaborated on Part II of the 21-22 Consolidated Application for OUHSD Title I, II, III and Title V funds. This application is a requirement of the California Department of Education for receiving federal funding for services to students from special populations (English Learners, Homeless and Foster Youth, Low Socio-economic and Rural status) The application is included for the Board's review. OUHSD will convene the District English Learner Advisory Committee meeting to review this plan and provide input.

Financial Impact: N/A

Recommendation: Approval



OROVILLE

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Preparing students for the future today

To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 3/8/2022
Subject: OUHSD Consolidated Application (Part II)

Background Information: The Assistant Superintendent and Education Services collaborated on Part II of the 21-22 Consolidated Application for OUHSD Title I, II, III and Title V funds. This application is a requirement of the California Department of Education for receiving federal funding for services to students from special populations (English Learners, Homeless and Foster Youth, Low Socio-economic and Rural status) The application is included for the Board's review. OUHSD will convene the District English Learner Advisory Committee meeting to review this plan and provide input.

Financial Impact: N/A

Recommendation: Approval



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

GRANT AGREEMENT K-12 STRONG WORKFORCE PROGRAM NORTH FAR NORTH REGIONAL CONSORTIUM

This Grant Agreement is made and entered into as of the latest date on the signature page of this Grant Agreement by and between the Butte-Glenn Community College District (hereinafter referred to as "District") and **Oroville Union High School District** (hereinafter referred to as "Grantee"). District and Grantee may be referred to individually as a "Party" and collectively as the "Parties" in this Grant Agreement.

RECITALS

WHEREAS, the District has been designated as the Regional Consortium Fiscal Agent on behalf of the North Far North Regional Consortium (hereinafter referred to as "NFN Regional Consortium") for the purpose of implementing the K-12 Strong Workforce Program (hereinafter referred to as "K12 SWP") established by Education Code §§ 88827-88833.

WHEREAS, the District shall receive K12 SWP funds allocated for the NFN Regional Consortium from the California Community Colleges Chancellor's Office (hereinafter referred to as "Sponsor"), and is responsible to distribute funding and monitor sub-grants once funding decisions have been authorized by the NFN Regional Consortium pursuant to Education Code §§ 88827-88833.

WHEREAS, the NFN Regional Consortium has been approved by the California Community Colleges Chancellor's Office.

WHEREAS, the Grantee is one or more, or any combination, of the following: (1) School district; (2) County office of education; (3) Charter school; (4) Regional occupational center or program operated by either a joint powers authority or by a county office of education; is located within the boundaries of the NFN Regional Consortium; and desires to engage in regional efforts to align workforce, employment and education services.

NOW, THEREFORE, the parties mutually agree as follows:

1. **SCOPE OF WORK.** The Grantee shall perform the work set forth in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Applications K12 Strong Workforce Program, which is attached hereto and incorporated by reference in this Grant Agreement (hereinafter referred to as "Work").
2. **K12 SWP SPECIFIC TERMS AND CONDITIONS.** The Grantee shall comply with the terms and conditions in Exhibit B, (1) K12 Strong Workforce Program: Grantee Guidelines and Requirements, 2020; (2) K12 Strong Workforce Program: Program-Specific Legal Terms and Conditions, 2020 and (3) Guidelines, Definitions and Allowable Expenditures, which is attached hereto and incorporated by this reference in this Grant Agreement. The terms and conditions provide further guidance for the administration of this Grant Agreement.
3. **PERIOD OF PERFORMANCE.** The period of performance for this Grant Agreement shall commence on **January 1, 2022** and shall expire on **June 30, 2024**, unless extended by written amendment to this Grant Agreement or terminated earlier in accordance with the termination provisions of this Grant Agreement.

4. **KEY PERSONNEL.** The performance under this Grant Agreement shall be under the direction of the respective Party's Authorized Representative for Technical Matters as specified in the Authorized Representatives provision of this Grant Agreement.
5. **AWARD OF FUNDS.** The total amount of funds made available for payment to Grantee for Work performed under this Grant Agreement are awarded at **\$497,491.00** (hereinafter referred to as the "Grant Award"). The awarded amount is fixed and based upon the amounts specified in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Applications K12 Strong Workforce Program. In no event shall the District be liable for payment to Grantee which would result in cumulative payment under this Grant Agreement exceeding the total allocated funds unless this Grant Agreement is modified in writing in accordance with this Grant Agreement.
6. **BUDGET.** The costs and categories of costs approved to fund the Grantee's performance of the Work are detailed in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Applications K12 Strong Workforce Program.
7. **ALLOWABLE COSTS.** The allowability of costs under this Grant Agreement shall be determined in accordance with the terms of this Grant Agreement and the terms set forth in Exhibit B, Guidelines, Definitions, and Allowable Expenditures.
8. **INVOICING.**
 - A. The Grantee shall submit an invoice for an advance payment of seventy percent (70%) of the total amount of the Grant Award after this Grant Agreement is fully executed.
 - B. The Grantee shall submit an invoice and accompanying documentation as required by NFN Regional Consortium upon completion of all reports due at the time the invoice is submitted for a progress payment of twenty percent (20%) of the total amount of this Grant Award.
 - C. The Grantee shall submit an invoice and accompanying documentation as required by the NFN Regional Consortium upon completion of all reports due at the time the invoice is submitted for the final payment of ten percent (10%) of the total amount of the Grant Award.
 - D. Grantee's invoices must be submitted to the District's Authorized Representative for Business Matters for approval.
9. **PAYMENT.** District will make payment on all approved invoices in accordance with the terms of this Grant Agreement. A progress payment of twenty percent (20%) will be made upon review of Quarterly Expenditure and Progress Reports and Grantee's expenditure of seventy percent (70%) of total Grant Award. Payment of the final ten percent (10%) will be made upon review and approval by the NFN Regional Consortium of Quarterly Expenditure and Progress Reports and the end-of-project Final Report. Payment shall be contingent upon the receipt of funding from the Sponsor and upon the Grantee's compliance with the terms and conditions of this Grant Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Grantee is solely responsible for reimbursing the District for amounts paid the Grantee but (i) disallowed under the terms of this Grant Agreement or (ii) upon termination of this Grant Agreement, unexpended or unobligated balance of funds advanced.
10. **SEPARATE ACCOUNTING.** The Grantee will establish a separate account for each project application specified in this Grant Agreement and will use the funds as allowed under the K12 SWP to perform the Work specified in this Grant Agreement. As applicable, the Grantee shall also establish and maintain such accounting and documentation of matching expenditures of the Grantee to satisfy the requirements of the Sponsor.

11. **USE OF FACILITIES AND EQUIPMENT.** The Grantee will furnish the facilities and equipment necessary to perform and complete the Work under this Grant Agreement, and District has rights to inspect facilities furnished.
12. **AUDIT.** Grantee agrees that the District, the Sponsor, the Bureau of State Audits, and other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of District, the Sponsor, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), to audit records and interview staff in any subcontract related to the performance of this Grant Agreement.
13. **PROGRESS REPORTS.** The Grantee shall submit progress and fiscal reporting as outlined in Exhibit B, K12 Strong Workforce Program: Grantee Guidelines and Requirements, 2020, Section 4 Reporting Requirements.
14. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Grant Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District.	Technical Matters:	Blaine Smith Chair NFN Regional Consortium Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965
	Business Matters:	Allison Travis-Bee Program Coordinator NFN Regional Consortium Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965
	Authorized Official:	Andrew B. Suleski Vice President for Administration Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
For the Grantee.	Technical Matters:	Andree Earley Oroville Union High School District 2211 Washington Ave. Oroville, CA 95966
	Business Matters:	Susan Watts, CBO Oroville Union High School District 2211 Washington Ave. Oroville, CA 95966

Authorized Official: Corey Willenberg
Natomas Unified School District
1901 Arena Blvd.
Sacramento, CA 95834

15. **INDEPENDENT CONTRACTOR.** For the purpose of this Grant Agreement and all work and services specified herein, the Parties shall be, and shall be deemed to be, independent contractors and not agents employees of the other party.
16. **ASSIGNMENT.** The Grantee may not assign, transfer, or subcontract any part of this Grant Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.
17. **CANCELLATION.** Either of the Parties may at any time cancel this Grant Agreement, with or without cause, by giving thirty (30) days advance written notice to the other Party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Grant Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Grant Agreement.
18. **APPROPRIATED FUNDS.** The continuation of this Grant Agreement shall be subject to sufficient appropriated funds being received by District to administer and support the K12 SWP. In the event sufficient funds are not available or are discontinued at any time, the District may immediately cancel this Grant Agreement by delivering written notice to the Grantee.
19. **GENERAL RELEASE.** The Grantee's acceptance of payment of the final invoice under this Grant Agreement shall release the District from all claims of the Grantee, and from all liability to the Grantee concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of the District.
20. **USE OF NAME.** Neither of the Parties shall make use of this Grant Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other Party. This restriction shall not include internal documents available to the public that identify the existence of the Grant Agreement.
21. **AMENDMENTS.** The Parties may make changes to the terms of this Grant Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Grantee and the District.
22. **INDEMNIFICATION.**
 - A. The Grantee shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Grant Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of Grantee, its officers, employees, or agents.
 - B. The District shall defend, indemnify and hold Grantee, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Grant Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of District, its officers, employees or agents.

- C. This indemnification provision shall survive termination of the Agreement and remain in effect.
23. **INSURANCE.** The Grantee at its sole cost and expense, shall insure its activities in connection with this Grant Agreement and maintain in force for the duration of this Grant Agreement insurance policies and requirements as follows.
- A. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.
 - B. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Grantee's owned, hired, and non-owned vehicles.
 - C. Workers' Compensation insurance as required under California State law.
 - D. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.
 - E. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Grantee, or any person employed by the Agreement, with a limit of not less than \$1,000,000 each claim.
 - F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the Grantee against other insurable risks relating to performance of this Agreement.
 - G. Insurance shall be issued by an insurance company(ies) licensed in California with a current A.M. Best rating of A:VII or better.
 - H. The Commercial General Liability and Auto Liability coverages shall be endorsed to name "Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers" as additional insureds as their interest may appear.
 - I. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage.
 - J. The Grantee's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the Grantee's liability. If any part of this Grant Agreement is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors.
 - K. The Grantee may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices.
 - L. Prior to commencing the Work under this Grant Agreement, Grantee shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Grant Agreement.
24. **NOTICES.** Any notice required or permitted by this Grant Agreement shall be in writing and shall be delivered by (i) personal delivery; (ii) certified mail; or (iii) electronic mail to the respective party's Authorized Official.

25. **APPLICABLE LAW.** This Grant Agreement shall be interpreted and governed by applicable federal laws and State of California laws.
26. **ENTIRE AGREEMENT.** This Grant Agreement, together with the Exhibits attached hereto, express the complete agreement of the Grantee and the District and supersedes all prior understandings regarding the Work.
27. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Grant Agreement may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

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

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT OROVILLE UNION HIGH SCHOOL DISTRICT

By: _____
(Signature of authorized official of District.)

Name: Andrew B. Suleski

Title: Vice President for Administration

Date: _____

By: _____
(Signature of authorized official of Grantee.)

Name: Dr. Carey Wilkenborg

Title: SUPERINTENDENT

Date: 3.7.22

Exhibits

- A -** Scope of Work: Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Applications K12 Strong Workforce Program
- B -** Request for Applications K12 Strong Workforce Program 2021-2022
 - Appendix A: K12 Strong Workforce Program: Grantee Guidelines and Requirements, 2021
 - Appendix B: K12 Strong Workforce Program: Program-Specific Legal Terms and Conditions, 2021
 - Appendix C: Guidelines, Definitions, and Allowable Expenditures

TO BE COMPLETED BY DISTRICT ONLY					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	NFNRC	Preparer's Name & ID:	Allison Travis-Bee #3005411	Phone:	2830
Vendor Name:	Oroville Union High School District		Vendor ID:	3003217	
PO Description (Max. 25 characters):	K12 Strong Workforce Year 4 Allocation				
Budget Code:	12.474.500.1.601023.55100	PO Amount:	\$497,491.00		
Contract Monitor Name (Person Who Approves Invoices):	Allison Travis-Bee			Phone:	2830
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:			

SCOPE OF WORK

Grantee shall furnish all the necessary services, qualified personnel, material, equipment, and facilities as needed to perform all tasks specifically set forth in the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Applications K12 Strong Workforce Program, which is attached hereto and incorporated by reference in this Grant Agreement.

K12 Strong Workforce Program Produced: 02/09/2022 04:16 PM PST Allison Travis-Bee

Building a successful Ag Business pathway that leads to High demand/High wage jobs: Certified

Details

Pathway Improvement Name *

Building a successful Ag Business pathway that leads to High demand/High wage jobs

Region within which applying

North/Far North

Start Date

01/01/2022

End Date

06/30/2024

Assurances

This Pathway/Program Work Plan is:

✓ In compliance with K12 SWP legislation ([Ed Code 88827](#)).

✓

Aligned with your district(s)/partner district(s) LCAP

✓ Informed by, aligned with, and expands upon your region's Strong Workforce Program Regional Plan and planning efforts occurring through the Strong Workforce Program.

✓ Informed by Labor Market Information and regional priorities.

✓ Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

All LEAs will:

✓ In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both lead and partnering LEAs, are required to do the following until an MOU is executed between CDE and CCCCO for information sharing on K-12 data:

1. Sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the Cal-PASS Plus data system (if not already done so);
2. Maintain a current MOU with Cal-PASS Plus throughout the life of the awarded grant;
3. Beginning in 2021-22, upload end-of-year data files, as applicable and required by K12 SWP, into the Cal-PASS Plus system annually by November 1.

✓ Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

✓

Applicants must upload a signed agreement (Statement of Assurance) with each K12 partner agency whose ADA is included on the application as the students served.

Applicants should download the template provided on this page then modify, sign, and upload the completed document for each included partner agency in the "Supporting Documentation" section of the application.

Lead Agency

Oroville Union High

Lead LEA Type

High School District

Agency Information**Address**

2211 Washington Avenue | Oroville, CA | 95966-5440

Region

North/Far North

Website

<http://www.ouhsd.org>

Community College District

Butte-Glenn CCD

Part of a Rural School District

Yes

Unemployment Rate

5.1%

Total ADA (Average Daily Attendance)

2046.47

K12 SWP 2020-21 Award/Role

Was your organization awarded funds in 2020-21?

Yes

If yes, what is your organization's role in this work (as Lead or K-12 Partner Agency)? *

Las Plumas High School is coordinating work based learning for the pathways that are currently offered. We have also purchased industry pertinent equipment with K12-Strong workforce funds. We also have a teacher that is working to build a middle school agriculture department at one of our feeder schools. We have an agriculture para educator to work with our underserved populations in our current agriculture pathways.

CTEIG Award

Was your organization awarded CTEIG funds in 2020-21?

No

Will your organization apply for CTEIG funds in 2021-22?

Yes

Participating Schools

School

Las Plumas High

Primary Contact(s)

Name	Role	Email
Andree Earley Las Plumas High School	Project Lead Contact	aearley@ouhsd.net
Susan Watts	Project Lead Alternate Contact	swatts@ouhsd.net
Corey Willenberg	Project Contributor & Reporter	cwillenb@ouhsd.net
Susan Watts	Project Contributor & Reporter	swatts@ouhsd.net

K12 Partner Agencies (optional)

No K12 Partner Agencies added.

Historical Performance

Select the checkbox next to each Lead LEA's or Partner Agency's historical Pathway Improvement that is similar in scope to this application.

If no Pathway Improvements are similar to this application, no action is required.

Selected	Year Funded	Lead or Partner Agency	Pathway Improvement	ID	Amount Funded
✓	2021	Oroville Union High	<u>Building Stronger Bridges through Agriculture Pathways</u>	11056	\$325,791
✓	2020	Oroville Union High	<u>Building Bridges through Agriculture Pathways</u>	8992	\$329,908

Successes/lessons learned from historical Pathway Improvements *

We have been successful purchasing industry standard equipment for our Agriculture Mechanics Pathway completers to learn and utilize. We have hired an agriculture para educator that is able to work with our targeted subgroups. We have industry tours set up for our pathway completers to learn about different career opportunities as well as work based learning opportunities. The paperwork and what is expected for work based learning students has been developed. Work Based Learning during class time has been limited because of COVID but we are working on getting students placed that are in capstone courses in the agriculture pathways that are in the prior grants.

Changes implemented in this application *

The work based learning supervision and work will be spread out between 5 teachers instead of it being just one WBL coordinator. It will be easier to have personal relationships with students when several different teachers are supervising and setting up work based learning opportunities for students. We have found with one WBL coordinator, it is difficult to maintain and build relationships with students in order to find the right fit for them at a placement. We also are adding an agribusiness pathway to this our agriculture department with this grant because of a demand in that area for North Far North Region LMI.

Positive Considerations

If any of the following options are selected, be sure to reference specifically how these populations are served in your application.

Select the unduplicated pupils with whom are served by the proposed CTE Program/Pathway

- ✓ English Learners
- ✓ Students who qualify for free or reduced-price meals
- ✓ Foster youth

Select the K-12 students that are defined as special populations per Perkins V with whom are served by the proposed CTE Program/Pathway

- ✓ Individuals with disabilities

- ✓ Low-income youth
- ✗ Individuals preparing for nontraditional fields
- ✗ Single parents, including single pregnant women
- ✗ Out-of-workforce individuals
- ✓ English Learners
- ✓ Homeless individuals
- ✓ Youth who are in, or have aged out of, the foster care system
- ✗ Youth with a parent who is an active duty member of the armed forces

ADA Totals

Name	ADA	Agency Type
Oroville Union High	2,046.47	High School District

Higher Education Partners

Butte College

Higher Education Partner Agency Type
College

Agency Information

Address

Region

North/Far North

Website

N/A

Community College District
Butte-Glenn CCD

Contacts

Name	Role	Email
Jacob Vazquez	Project Viewer	vazquezj@butte.edu
Tanna Neilsen	Project Viewer	neilsenta@butte.edu

California State University-Chico

Higher Education Partner Agency Type

4-Year College/University

Agency Information

Address

First and Normal Sts | Chico, CA | 95929

Region

N/A

Website

www.csuchico.edu

Community College District

N/A

Contacts

Name	Role	Email
David Daley	Project Viewer	ddaley@csuchico.edu
Mollie Aschenbrener	Project Viewer	maschenbrener@csuchico.edu

Collaborative Partners (optional)

Chuck Crete, MJB

Agency Type

Industry

Address

| Chico, CA | 95928

Website

N/A

Partner Role

✓ Externship Experience for Educators and Administrators

Contacts

Name	Role	Email
Chuck Crete	Project Viewer	ccrete@mjbwelding.com

Daley Cattle - Kyle Daley

Agency Type

Industry

Address

2364 CA 70 | Oroville, CA |

Website

N/A

Partner Role

✓ Externship Experience for Educators and Administrators

Contacts

Name	Role	Email
Kyle Daley	Project Viewer	gkdaley@hotmail.com

COE Orchard Equipment

Agency Type

Business

Address

3453 Riviera Road | Live Oak, CA | 95953

Website

<https://www.coeshakers.com/>

Partner Role

✓ Partnership and Subject-Matter Expertise

Contacts

Name	Role	Email
Stacie MacKay COE ORCHARD EQUIPMENT, INC	Project Viewer	stacie.mackay@coeshakers.com

Tractor Supply

Agency Type

Industry

Address

N/A

Website

N/A

Partner Role

✓ Work-Based Learning Experiences for Students

Contacts

No contacts have been added.

Wheeler's Ranch and Feed

Agency Type

Industry

Address

3247 Smith Ave | Biggs, CA | 95917

Website

N/A

Partner Role

✓ Work-Based Learning Experiences for Students

Contacts

No contacts have been added.

Problem Statement

Provide a brief Problem Statement that is concise, clear, and evidence-based, supporting the problem or need that your K12 SWP efforts will address. *

Las Plumas High School advisory committee represents several people coming together from different agriculture industry sectors and meets three times a year to give input on our program. The advisory committee has suggested moving towards an **Agriculture Business pathway** as well as working to get more students involved in **work based learning opportunities** in order to meet the employment needs of the local agriculture industry that they are involved in. The members of this committee are committed to seeing this pathway succeed and will partner with us when they can to allow students work based learning opportunities.

A **targeted student population** that will be served are our **socioeconomically disadvantaged students**. 74% of our entire school population are socioeconomically disadvantaged while only 48% of the agriculture department currently is. By adding a new pathway and increasing work based learning, we will be able to close this equity gap so that the Ag department is parallel to the school population in these areas. Another **targeted student population** are our **students with disabilities** who only have a 47.8% graduation rate. Las Plumas High School has a high school graduation rate of 89.4% and a 33% Chronic Absenteeism rate. Studies have shown when students are engaged in their education and feel cared about they come to school, they will have a lower absence rate and have a higher graduation rate. LPHS is developing a new Agriculture Business Pathway to better build relationships with students in a pathway that will allow students to find high skill and high wage jobs upon completion. The challenge of a high chronic absenteeism and low graduation rate is not new to Butte County and we look forward to playing a part in lowering these rates for students involved in our ag business pathway or students involved in the work based learning opportunities

According to the **Far North Region Workforce & Training Opportunity Profile** in 2020 there will be a 4% projected job growth in Agriculture, Water & Environmental Technologies (AgWET) as well as a 7% increase for the Business sector. The Agriculture Business Pathway will train students for both of these sectors. With the addition of this pathway and time built into instructors schedules, we will be able to focus on students supervised agriculture experiences(SAE) encouraging and helping them build their own agriculture business through their SAE opportunities.

Project Objectives

Provide clear, concrete objectives, which this project aims to achieve, to address the issues in the Problem Statement. Include how the LEA(s) is using the K12 SWP funds to help meet those objectives. Avoid statements of lofty goals. *

- An agriculture business pathway will be developed, course outlines and curriculum developed.
 - current industry equipment and curriculum purchased for ag business pathway in order to increase student engagement and improve the agriculture program.
 - industry tours and guest speakers will be available to students in order for them to understand the opportunities to them for work based learning and future careers
 - mentoring will be used at lower grades in order to recruit students to the agriculture program and gain buy in from students at a younger age to
- LPHS and Butte College agriculture instructors will meet with potential employers and utilize labor market information to steer the new agriculture business pathways, as well as develop information to help support counselors career preparedness work.
- Dual Enrollment with Butte College for at least one of the three courses in the new Agriculture Business pathway allowing for **easy transition to post secondary studies**.
- LPHS will employ each of their agriculture instructors .2 FTE (1.0 FTE total) to focus on closing the equity gap of students with disabilities and socioeconomically disadvantaged students to insure success through work based learning opportunities which addresses local workforce needs.

- LPHS agriculture teachers will host at least one "Agventure Day" for counselors to learn more about the agriculture program as well as invite agriculture business industry representatives to talk with counselors about opportunities in their company in order for counselors to be better equipped to encourage students to utilize the agriculture pathways as a road map to high skilled, high wage jobs.
- LPHS will employ a para educator to work with special population students to increase their graduation rate and help them transition to post secondary studies.
- LPHS will align our agribusiness pathway with Butte College agribusiness pathway through a tour to their campus as well as working with the instructor multiple times a year.

Local/Regional Economies

Unemployment Rates & Rural School Districts

Lead/Partner LEA	Rural School District?	Unemployment Rate
Oroville Union High	Yes	5.1% 

Underserved Student Populations

Annual Adjusted Statewide Grades 9-12 Dropout Rate

Will the proposed CTE program(s) serve student subgroups that have a dropout rate higher than the state dropout rate?

Yes

Will proposed CTE program(s) serve the following unduplicated pupils?

Yes

Will the proposed CTE program(s) serve K-12 students that are defined as special populations per Perkins V?

Yes

Industry Sectors & Pathways

Targeted Industry Sectors

California Department of Education Industry Sectors

✓ Agriculture & Natural Resources (CDE)

Crosswalk California Community Colleges

✓ Agriculture, Water & Environmental Technologies (CCCCO)

Pathways & Design Purpose

✓ Create a New Pathway(s)

Pathway(s) Involved

- Agriculture & Natural Resources: Agricultural Business

✗ Expand and/or Scale an Existing Pathway(s)

✗ Implement Cross-Sector Work

Work Plan

K14 Pathway Quality Strategies

✓ Curriculum and Instruction

✗ College and Career Exploration

✗ Postsecondary Transition and Completion

✓ Work-Based Learning

K14 Pathway Quality Strategies: Curriculum and Instruction

Describe work to be funded by K12 SWP *

- Agriculture Business pathway curriculum will be developed and implemented. These courses will be dual enrolled and/or meet a-g requirements
- Agriculture para educator to work with unduplicated and special populations.
- Agriculture business pathway small equipment and supplies purchased in order to improve students abilities to have current industry equipment and supplies available for them to work with.
- Expand and build more industry partnerships to ensure curriculum meets current NFN regional work force plan.

List project activities and expected outcomes *

- The partnership with Butte College will allow for at least one of the courses in the ag business pathway to be taught as a dual enrollment course.
- Meetings at least three times per school year with industry representatives, community college staff, where agriculture teachers can receive feedback on the new agriculture business pathway as well as build ideas.
- We will conduct surveys for each class in the agriculture business pathway to gain feedback from students on their preparedness for a high demand/high wage job.
- Industry tours and guest speakers will allow for students to be exposed to career opportunities.

Identify partner roles and responsibilities Page 28 of 41 August 2021 *

There is currently a strong partnership with LPHS and Butte Community College. We have several dual enrollment courses already in the agriculture department and have had thorough and thoughtful conversations with Butte's dual enrollment program administrator, as well as Butte College Agriculture Business instructor, regarding the development of this pathway. Butte's agriculture business instructor is also heavily involved in our advisory committee meeting at least 3 times a year, as well as a recruitment day where he comes and talks with current classes.

The agriculture department works with CSU, Chico in a variety of ways. The university farm hosts our students on several occasions for them to look at livestock and participate in various events. We also host student teachers in the department which allow us to collaborate with instructors on a regular bases on what is needed for students transitioning from LPHS to CSU,Chico.

Collaborative partners that have advised and worked with us to implement the Ag Business pathway include COE Manufacturing, MJB Welding, Daley Cattle Company, Heart P Livestock, and APEX. These agriculture businesses fully support the implementation of an agriculture business pathway at LPHS.

The district has also initiated plans to reach out to several more agriculture businesses in our local community to assist and support our students in a transition from high school to high demand jobs in our area.

Identify number of students and/or teachers to be served and the way in which they will be served and Justification for requested funds and plans for sustaining the effort (Return on Investment) *

We will target all of our current/future 385 agriculture students to take course(s) in the agriculture business pathway that is being developed. We will have two teachers teaching three sections of agriculture business pathways. These teachers and students will have will be served through access to well thought out curriculum that was collaborated upon by our community college and industry partners. A para educator will work with underserved students and special populations in order to make their transition from high school to the workforce or college as smooth as possible. Students and staff will also have access to industry relevant tools and equipment so that they are prepared for high demand, high wage jobs that will be available to them upon moving through our program and into Butte College's agriculture business pathway or taking their place in the workforce.

Describe activities designed to improve access to and completion of highskill/high-wage CTE opportunities for disproportionately impacted students. Include activities that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals, and work-based learning. *

- Ag Career Curriculum will be utilized in the agriculture business curriculum as well as utilizing professionals to guest speak and mentor students.
- Work based learning is expanded on in that section of this grant. LPHS plans to utilize the 5 agriculture teachers to connect with disproportionately impacted students by allowing .2 FTE time for each to intentionally improve outreach, as well as, target the academic needs to help our students have access to highskill/high wage job opportunities once they graduate from the high school.
- Student and parent outreach will include:
 - Social media posts
 - outreach events such as greenhand workshop to help identify student interest in the agriculture business pathway
 - marketing and recruitment materials highlighting pathways that lead to highskill/high-wage careers.

K14 Pathway Quality Strategies: Work-Based Learning

Describe work to be funded by K12 SWP *

- Five agriculture teachers to have .2 FTE time to work with students in their work based learning as well as making contacts for students to develop a work based learning supervised agriculture experience. (1.0)
 - The added availability of five different teachers will improve outreach and allow teachers to increase their ability to academically support the students in the agriculture department.
- Stipend for each teacher to work with students in their work based learning as well as mentor them in their agriculture business WBL. This is an intentional way to increase targeted students to help their chances in successfully finding a high skill/ high wage career upon completion of the agribusiness pathway.

List project activities and expected outcomes *

- Teachers will help identify WBL opportunities for students, as well as, support them in the work based learning that they are actively work on.
- Utilize time to increase the number of agriculture business partners to identify who is willing to host students in work based learning/internship opportunities.
- Counseling training - the agriculture department will host a training to develop a relationship with counselors and enlighten them on the labor market needs for agriculture business and allow them to gain knowledge on what is taught in the ag business courses so that they are better equipped to counsel students into a career pathway such as ag business.
- Industry tours to our industry partners so that students can see what options they have for work based learning opportunities.

Identify partner roles and responsibilities Page 28 of 41 August 2021 *

Butte College agriculture business instructor has a strong commitment to help our students transition from LPHS to programs at Butte College as well as helping to identify work based learning industry partners for our students.

CSU, Chico college of agriculture is willing to work with our students giving them tours as well as helping identify industry partners that our students can potentially utilize as a work based learning site.

The LPHS agriculture department has teachers with a deep commitment to the agriculture industry and work with different industry partners on a regular bases allowing collaboration on ideas for our students to have work based learning opportunities.

The introduction of the agriculture business pathway is unique because it allows us to utilize industry partners that have a strong commitment to our program. These partners have allowed us to have work based learning students with them over the years in other pathways but with the addition of this pathway they will allow our students to learn about the actual business part instead of the technical parts of the business. These industry partners include: Lookahead Veterinary Clinic, Oro Butte Veterinary Clinic, Boones Farm and Feed, Medeiros Feed Store, Tractor Supply Company, Valley Oak Veterinary Hospital, Precision Welding, MJB Welding, Wheelers Ranch and Feed.

Identify number of students and/or teachers to be served and the way in which they will be served and Justification for requested funds and plans for sustaining the effort (Return on Investment) *

- The agriculture department currently serves 385 students with five teachers. If funded, all five teachers would work with their students to increase the number of work based learning projects in the area of agriculture business. Many of the 385 students in the agriculture program will have agriculture business work based learning students but may or may not be enrolled in the agriculture business pathway.
- We plan to implement the agriculture business pathway in 22-23 school year and end up with at least 30 students in the capstone course of agriculture business. The goal would be to have every one of the 30 students participate in an agriculture business work based learning opportunity.

Describe activities designed to improve access to and completion of highskill/high-wage CTE opportunities for disproportionately impacted students. Include activities that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals, and work-based learning. *

- At least one teacher and several students will actively recruit at the feeder middle schools for students to encourage 8th grade students to commit to the agriculture business pathway. This recruitment activity will happen at the middle school.
- Counselors will utilize pamphlet, recruitment materials, as well as knowledge gained at the "Agventure Day" to encourage disproportionately impacted students including English learners, students who qualify for free or reduced meals, foster youth, individuals with disabilities, disabilities, low income youth, English learners as well as homeless individuals.

Leveraged Funds

- ✓ Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- ✓ CTEIG (California Technical Education Incentive Grant)
- ✓ Agricultural Career Technical Education Incentive Grant
- ✗ CTEFP (Career Technical Education Facilities Program/Prop 51)
- ✗ CPA (California Partnership Academies grants)
- ✗ SSP (Specialized Secondary Programs grant)
- ✗ SWP (Strong Workforce Program)
- ✗ Other

Budget & Match

Grant Funds Summary

Expenditure Type	K12 SWP Grant Funds
1000 - Certificated Salaries	\$97,500
2000 - Classified Salaries	\$35,000
3000 - Employee Benefits	\$79,200
4000 - Books and Supplies	\$35,500
5000 - Services and Other Expenditures	\$1,000
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$9,840 (3.96%)
Total Grant Funds Budgeted	\$258,040

Financial Match Summary

Expenditure Type	Financial Match
1000 - Certificated Salaries	\$256,011
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$171,369
4000 - Books and Supplies	\$37,700
5000 - Services and Other Expenditures	\$33,000
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$18,000
Total Financial Match	\$516,080

Oroville Union High: Budget

Budget Funds

Expenditure Type	2021-22	2022-23	2023-24	Totals
1000 - Certificated Salaries			\$97,500	\$97,500
2000 - Classified Salaries			\$35,000	\$35,000
3000 - Employee Benefits			\$79,200	\$79,200
4000 - Books and Supplies			\$35,500	\$35,500
5000 - Services and Other Expenditures			\$1,000	\$1,000
6000 - Capital Outlay				\$0
7000 - Indirect Costs			\$9,840	\$9,840
Total Budget	\$0	\$0	\$258,040	\$258,040

Oroville Union High: Expenditure Descriptions

1000 - Certificated Salaries *

- .2 FTE WBL Supervision for 5 Ag Teachers = 1.0 FTE
- Stipends for each ag teacher for work based learning expansion
- substitute time for work based learning/agventure time/mentoring/industry tours
- Stipend for extra duties involved in the continuance of CTE development

2000 - Classified Salaries *

- CTE Agriculture Para - educator to work with underserved & special populations

3000 - Employee Benefits *

- benefits for .2 FTE WBL Supervision for 5 Ag Teachers = 1.0 FTE
- benefits for substitute release time
- benefits for Stipends for each ag teacher for work based learning expansion
- benefits for Stipend for extra duties involved in the continuance of CTE development
- benefits CTE Agriculture Para - educator to work with underserved & special populations

4000 - Books and Supplies *

- Promotional Materials Supplies for underserved & Special populations
- Agriculture Business Curriculum/Materials/Supplies/small equipment
- Ag Venture promotional materials for counselor training day
- Mentoring supplies and cost
- Industry Tour supplies and cost

5000 - Services and Other Expenditures *

- Work based learning supervision and contacting industry, and ag venture travel expenses

7000 - Indirect Costs *

- Indirect (3.96%)

Oroville Union High: Match**Financial Match Funds**

Expenditure type	Financial Match	Source of Match Funds (100 char max)
1000 - Certificated Salaries	\$256,011	Unrestricted Funds, VEA
2000 - Classified Salaries		
3000 - Employee Benefits	\$171,369	Unrestricted Funds, VEA
4000 - Books and Supplies	\$37,700	LCAP, VEA, Ag Incentive, ASB
5000 - Services and Other Expenditures	\$33,000	Ag Mileage, Ag Vehicle Fuel & Repairs, Ag Incentive, unrestricted
6000 - Capital Outlay		
7000 - Indirect Costs	\$18,000	Indirect, Unrestricted
Total Financial Match	\$516,080	

Supporting Documents

Document Title	Type	Uploaded	Comment
K12-SWP Application 2021-22: Building a successful Ag Business pathway that leads to High demand/High wage jobs  View PDF  View HTML	K12 SWP Application	10/21/2021, 7:02:13 PM	This file was automatically generated on application submittal
K12-SWP Application 2021-22: Building a successful Ag Business pathway that leads to High demand/High wage jobs  View PDF  View HTML	K12 SWP Application	10/21/2021, 7:00:45 PM	This file was automatically generated on application submittal
 CALPASS MOU 9.28.21.pdf	Agreement/MOU	10/14/2021, 10:50:37 AM	N/A
 OUHSD High Quality CTE Program Evaluation and Plan 6.3.2 1.pdf	High-Quality CTE Program Evaluation	9/22/2021, 11:14:47 AM	N/A

Certification

Certifying Authority

Tanya Meyer

K-14 Career Pathways TAP

tmeyer@frc.edu

(530) 927-7747

Becca Mortimer

Administrative Secretary-Grants

mortimertr@butte.edu

(530) 895-2867

Blaine Smith

Chair

smithbl@butte.edu

(530) 895-2894

Allison Travis-Bee
Program Coordinator
travis-beeal@butte.edu
(530) 895-2830

Approved

01/06/2022 11:18 AM PST



California
Community
Colleges



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NOVA Site Version: 4.46.2

K12 Strong Workforce Program Produced: 02/09/2022 04:35 PM PST Allison Travis-Bee

Las Plumas Online Agriculture Program: Certified

Details

Pathway Improvement Name *

Las Plumas Online Agriculture Program

Region within which applying

North/Far North

Start Date

01/01/2022

End Date

06/30/2024

Assurances

This Pathway/Program Work Plan is:

✓ In compliance with K12 SWP legislation ([Ed Code 88827](#)).

✓

Aligned with your district(s)/partner district(s) LCAP

✓ Informed by, aligned with, and expands upon your region's Strong Workforce Program Regional Plan and planning efforts occurring through the Strong Workforce Program.

✓ Informed by Labor Market Information and regional priorities.

✓ Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

All LEAs will:

✓ In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both lead and partnering LEAs, are required to do the following until an MOU is executed between CDE and CCCC for information sharing on K-12 data:

1. Sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the Cal-PASS Plus data system (if not already done so);
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✓ Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

✓

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Lead Agency

Oroville Union High

Lead LEA Type

High School District

Agency Information**Address**

2211 Washington Avenue | Oroville, CA | 95966-5440

Region

North/Far North

Website

<http://www.ouhsd.org>

Community College District

Butte-Glenn CCD

Part of a Rural School District

Yes

Unemployment Rate

5.1%

Total ADA (Average Daily Attendance)

2046.47

K12 SWP 2020-21 Award/Role**Was your organization awarded funds in 2020-21?**

Yes

If yes, what is your organization's role in this work (as Lead or K-12 Partner Agency)? *

Las Plumas High School is coordinating work based learning for the pathways that are currently offered. We have also purchased industry pertinent equipment with K12-Strong workforce funds. We also have a teacher that is working to build a middle school agriculture department at one of our feeder schools. We have an agriculture para educator to work with our underserved populations in our current agriculture pathways.

CTEIG Award**Was your organization awarded CTEIG funds in 2020-21?**

No

Will your organization apply for CTEIG funds in 2021-22?

No

Participating Schools**School**

Las Plumas High

Primary Contact(s)

Name	Role	Email
Andree Earley Las Plumas High School	Project Lead Contact	aeasley@ouhsd.net
Susan Watts	Project Lead Alternate Contact	swatts@ouhsd.net
Corey Willenberg	Project Contributor & Reporter	cwillenb@ouhsd.net

K12 Partner Agencies (optional)

No K12 Partner Agencies added.

Historical Performance

Select the checkbox next to each Lead LEA's or Partner Agency's historical Pathway Improvement that is similar in scope to this application.

If no Pathway Improvements are similar to this application, no action is required.

Selected	Year Funded	Lead or Partner Agency	Pathway Improvement	ID	Amount Funded
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☒	2020	Oroville Union High	<u>Building Bridges through Agriculture Pathways</u>	8992	\$329,908

Successes/lessons learned from historical Pathway Improvements *

We have been successful purchasing industry standard equipment for our Agriculture Mechanics Pathway completers to learn and utilize. We have hired an agriculture para educator that is able to work with our targeted subgroups. We have industry tours set up for our pathway completers to learn about different career opportunities as well as work based learning opportunities. The paperwork and what is expected for work based learning students has been developed. Work Based Learning during class time has been limited because of COVID but we are working on getting students placed in capstone courses in the agriculture pathways that are in the prior grants.

Changes implemented in this application *

The work based learning supervision and work will be spread out between 5 teachers instead of it being just one WBL coordinator. It will be easier to have personal relationships with students when several different teachers are supervising and setting up work based learning opportunities for students. We have found with one WBL coordinator, it is difficult to maintain and build relationships with students in order to find the right fit for them at a placement. We also are adding an agribusiness pathway to our agriculture department with this grant because of a demand in that area for North Far North Region LMI.

Positive Considerations

If any of the following options are selected, be sure to reference specifically how these populations are served in your application.

Select the unduplicated pupils with whom are served by the proposed CTE Program/Pathway

- ☐ English Learners
- ☒ Students who qualify for free or reduced-price meals
- ☐ Foster youth

Select the K-12 students that are defined as special populations per Perkins V with whom are served by the proposed CTE Program/Pathway

- ☒ Individuals with disabilities
- ☒ Low-income youth
- ☐ Individuals preparing for nontraditional fields
- ☐ Single parents, including single pregnant women
- ☐ Out-of-workforce individuals
- ☐ English Learners
- ☐ Homeless individuals
- ☐ Youth who are in, or have aged out of, the foster care system
- ☐ Youth with a parent who is an active duty member of the armed forces

ADA Totals

Name	ADA	Agency Type
Oroville Union High	2,046.47	High School District

Higher Education Partners

Butte College

Higher Education Partner Agency Type

College

Agency Information

Address

Region

North/Far North

Website

N/A

Community College District

Butte-Glenn CCD

Contacts

Name	Role	Email
Jacob Vazquez	Project Viewer	vazquezj@butte.edu
Tanna Neilsen	Project Viewer	neilsenta@butte.edu

California State University-Chico

Higher Education Partner Agency Type

4-Year College/University

Agency Information

Address

First and Normal Sts | Chico, CA | 95929

Region

N/A

Website

www.csuchico.edu

Community College District

N/A

Contacts

Name	Role	Email
David Daley	Project Viewer	ddaley@csuchico.edu

Collaborative Partners (optional)

Richvale Irrigation District**Agency Type**

Industry

Address

1148 Richvale Highway | Richvale, CA |

Website

N/A

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Sean Earley	Project Viewer	rid@pulsarco.com

Daley Cattle - Kyle Daley**Agency Type**

Industry

Address

2364 CA 70 | Oroville, CA |

Website

N/A

Partner Role

- ✓ Partnership and Subject-Matter Expertise

Contacts

Name	Role	Email
Kyle Daley	Project Viewer	gkdaley@hotmail.com

MJB Welding

Agency Type

Industry

Address

357 E Park Avenue | Chico, CA | 95928

Website

mjbwelding.com

Partner Role

- ✓ Partnership and Subject-Matter Expertise
- ✓ Work-Based Learning Experiences for Students

Contacts

Name	Role	Email
Chuck Crete	Project Viewer	chuck@mjbwelding.com

Problem Statement

Provide a brief Problem Statement that is concise, clear, and evidence-based, supporting the problem or need that your K12 SWP efforts will address. *

Oroville Union High School District is exploring ways to serve students in the COVID 19 pandemic. Our students have indicated a need for online learning based on the waitlist to get into our current independent study program. We currently don't offer a high quality Career Technical Education program in our independent study option. Because of this, students do not have the ability to engage in CTE pathways, or earn industry certifications. To address the large waitlist and anticipated increase in the waitlist this fall, Las Plumas High School (LPHS) is looking for K12 SWP funds to develop and implement a 9-12 grade online independent study agriculture program that allows for work based learning, as well as, completion of industry certification and dual enrollment with Butte Community College (BCC).

According to the NFN Regional Consortium SWP 2021 Strategic Plan Update, agriculture was deemed an essential industry sector during the COVID-19 pandemic, therefore most operators have been saved from dramatically downsizing or closing their businesses. The development of an online independent study agriculture program will allow LPHS to continue to produce high quality candidates to transition to BCC to meet the needs of agriculture workers in our region. Even though in west ed data it shows that Agriculture and Natural Resources holds only 3% of the middle and above middle skill annual openings in our region, we know that completing an agriculture pathway, students gain skills needed to obtain many jobs not directly in the AgWET umbrella. There is a need for agriculture students to have an online agriculture pathway option for LPHS students.

The Far North Region Workforce & Training Opportunity Profile indicates that in 2020 there will be a 4% projected job growth in Agriculture, Water & Environmental Technologies (AgWET) as well as a 7% increase for the Business sector. The online Agriculture Business Pathway will train students for both of these sectors in through an online agriculture business delivery mode.

A targeted student population that will be served are our socioeconomically disadvantaged students. 74% of our entire school population are socioeconomically disadvantaged while only 48% of the agriculture department currently is. By adding a new online agriculture pathway and increasing work based learning, we plan to close this equity gap with all involved in agriculture at the high school level.

Project Objectives

Provide clear, concrete objectives, which this project aims to achieve, to address the issues in the Problem Statement. Include how the LEA(s) is using the K12 SWP funds to help meet those objectives. Avoid statements of lofty goals. *

- develop and implement an agriculture online independent study option for our current and future agriculture department students that desire to have a independent study option.
- develop agriculture curriculum to meet all of the graduation requirements for those students enrolled in the agriculture online independent study program.
- LPHS agriculture online independent study program will serve 9-12 grade students with an innovative, online, high support model in that students can participate in Work Based Learning (WBL) opportunities, earn industry certification and college credit.
- LPHS will collaborate with BCC agriculture business pathway coordinator and industry partners to ensure we are meeting the needs of our students in order for them to transition from K-12 to post secondary and/or into high-skilled/high wage careers.
- Provide college and career counseling to close equity gaps because of socioeconomics etc.
- Provide work based learning opportunities for students in the agriculture business pathway

Local/Regional Economies

Unemployment Rates & Rural School Districts

Lead/Partner LEA	Rural School District?	Unemployment Rate
Oroville Union High	Yes	5.1% 

Underserved Student Populations

Annual Adjusted Statewide Grades 9-12 Dropout Rate

Will the proposed CTE program(s) serve student subgroups that have a dropout rate higher than the state dropout rate?

Yes

Will proposed CTE program(s) serve the following unduplicated pupils?

Yes

Will the proposed CTE program(s) serve K-12 students that are defined as special populations per Perkins V?

Yes

Industry Sectors & Pathways

Targeted Industry Sectors

California Department of Education Industry Sectors

✓ Agriculture & Natural Resources (CDE)

Crosswalk California Community Colleges

✓ Agriculture, Water & Environmental Technologies (CCCCO)

Pathways & Design Purpose

✓ Create a New Pathway(s)

Pathway(s) Involved

- Agriculture & Natural Resources: Agricultural Business

✗ Expand and/or Scale an Existing Pathway(s)

✗ Implement Cross-Sector Work

Work Plan

K14 Pathway Quality Strategies

✓ Curriculum and Instruction

✗ College and Career Exploration

✗ Postsecondary Transition and Completion

✗ Work-Based Learning

K14 Pathway Quality Strategies: Curriculum and Instruction

Describe work to be funded by K12 SWP *

The funds will be used to develop and implement an online agriculture business pathway and curriculum for students to be enrolled in. It will allow for a student to be enrolled an online agriculture class through Las Plumas High Schools and be involved in the CTSO (FFA) that is currently active. This curriculum will improve our current Ag/CTE program by allowing students that choose to be on independent study the chance to be involved in the FFA Chapter. This online option will also allow students to receive college credit by being enrolled in a dual enrolled agriculture business course. The capstone course curriculum will be heavily work based learning allowing students to have the opportunity to learn through an agriculture business. We plan to utilize the .5 career and college readiness clerk to increase support to our socioeconomically disadvantage students so that they have more success. We will also use this person to do outreach to recruit this group as well so that our agriculture business courses reflect the same demographics as our schoolwide demographics. The staff teaching in person plan to collaborate and share resources with the teacher that will be the online teacher. This will help with the overall CTSO and how it successfully functions.

List project activities and expected outcomes *

- enroll at least 50 students based on the needs of the online independent study agriculture program, with the projected guidelines this independent study program could be significantly larger and the district is willing to grow the program if needed.
- develop and implement ag curriculum to meet graduation requirements for coursework.
- The counselor will coordinate online meetings for parents and students alike to help with college transition and or career preparation.
- Provide students with a VR headset to help with virtual hands on labs etc.
- hire a .5 administrator (TOSA) to work on registration equipment check, lab kit
- hire a .5 attendance clerk/career and college readiness person to help with setting up industry tours, virtual field trips, dual enrollment paperwork and other items that are necessary to make the program successful.
- all students in capstone courses will have the opportunity to participate in a work based learning opportunities and/or a virtual internship as well as industry tours.
- Students will be able to complete at least one industry certification while enrolled in the pathway as well.

Identify partner roles and responsibilities Page 28 of 41 August 2021 *

- Butte Community College (BCC) ag business instructor will advise LPHS on curriculum implementation that addresses regional industry needs for the new ag business pathway. The agriculture business teacher currently collaborates with current agriculture teachers 3 times a year. He will be glad to work with us more regularly as needed to implement this curriculum.
- The ag teacher will deliver content for the online courses.
- The staff hired will recruit through meetings with parents, brochures, social media and in person counseling sessions.
- The counselor/administrative person will work as a liaison between all entities involved for a better transition between middle school to high school to college and/or career. They will also give social and emotional support services to our students.

Identify number of students and/or teachers to be served and the way in which they will be served and Justification for requested funds and plans for sustaining the effort (Return on Investment) *

We envision serving approximately 50 to 100 students the first year. This will allow for students from 9-12 grades that are on independent study the chance to be evolved in the Las Plumas FFA program. We feel that 1 teacher will be able to start the program but will need a .5 counselor and a .5 TOSA to help with start up of this offering. The need for a .5 college and career readiness clerk/attendance clerk is also justified in order to help our students learn about the options they have to take their place in a high skill/high wage job upon completion of their education as well as serve as a reminder on how to be on time and learn some soft skills. These additional adults will all play a role in allowing the students in the capstone course to be placed in a work based learning opportunity.

Describe activities designed to improve access to and completion of highskill/high-wage CTE opportunities for disproportionately impacted students. Include activities that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals, and work-based learning. *

By utilizing the college and career readiness clerk, we will be able to improve access to our socioeconomically disadvantaged students and help them to be successful in the completion of a pathway that can lead them to a high skill/high wage job. By having extra support people (counselor & clerk) we will be able to provide things such as tutoring and mentoring in order for students to be successful in work based learning and completion of the pathway, as well as, transitioning to Butte Community College. The use of the counselor to recruit and reach out to our socioeconomically disadvantaged students will hopefully allow us to close the equity gap between the general population of the school and our agriculture program.

Leveraged Funds

- ✓ Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- ✓ CTEIG (California Technical Education Incentive Grant)
- ✓ Agricultural Career Technical Education Incentive Grant
- ✗ CTEFP (Career Technical Education Facilities Program/Prop 51)
- ✗ CPA (California Partnership Academies grants)
- ✗ SSP (Specialized Secondary Programs grant)
- ✗ SWP (Strong Workforce Program)
- ✗ Other

Budget & Match

Grant Funds Summary

Expenditure Type	K12 SWP Grant Funds
1000 - Certificated Salaries	\$147,490
2000 - Classified Salaries	\$17,000
3000 - Employee Benefits	\$48,836
4000 - Books and Supplies	\$12,000
5000 - Services and Other Expenditures	\$5,000
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$9,125 (3.96%)
Total Grant Funds Budgeted	\$239,451

Financial Match Summary

Expenditure Type	Financial Match
1000 - Certificated Salaries	\$249,000
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$160,000
4000 - Books and Supplies	\$32,700
5000 - Services and Other Expenditures	\$33,000
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$4,202
Total Financial Match	\$478,902

Oroville Union High: Budget

Budget Funds

Expenditure Type	2021-22	2022-23	2023-24	Totals
1000 - Certificated Salaries			\$147,490	\$147,490
2000 - Classified Salaries			\$17,000	\$17,000
3000 - Employee Benefits			\$48,836	\$48,836
4000 - Books and Supplies			\$12,000	\$12,000
5000 - Services and Other Expenditures			\$5,000	\$5,000
6000 - Capital Outlay			\$0	\$0
7000 - Indirect Costs			\$9,125	\$9,125
Total Budget	\$0	\$0	\$239,451	\$239,451

Oroville Union High: Expenditure Descriptions

1000 - Certificated Salaries *

- 1.0 Agriculture Teacher
- stipend for agriculture teacher to supervise work base learning and CTSO (FFA)
- .5 counselor and .5 administrative duties

2000 - Classified Salaries *

- attendance and college and career readiness clerk

3000 - Employee Benefits *

- benefits for the agriculture teacher
- benefits for stipend for extra duties involved in supervising work based learning and CTSO(FFA)

4000 - Books and Supplies *

- Promotional Materials Supplies for underserved & Special populations
- Agriculture Business Curriculum/Materials/Supplies/small equipment
- Industry tour supplies and costs

5000 - Services and Other Expenditures *

- Work based learning/CTSO (FFA) travel expenses - contests, conferences

7000 - Indirect Costs *

Indirect (3.96%)

Oroville Union High: Match**Financial Match Funds**

Expenditure type	Financial Match	Source of Match Funds (100 char max)
1000 - Certificated Salaries	\$249,000	Unrestricted
2000 - Classified Salaries		
3000 - Employee Benefits	\$160,000	Unrestricted
4000 - Books and Supplies	\$32,700	ASB, VEA, Ag Incentive
5000 - Services and Other Expenditures	\$33,000	Ag Incentive Grant, VEA
6000 - Capital Outlay		
7000 - Indirect Costs	\$4,202	Indirect Unrestricted
Total Financial Match	\$478,902	

Supporting Documents

Document Title	Type	Uploaded	Comment
K12-SWP Application 2021-22: Las Plumas Online Agriculture Program  View PDF  View HTML	K12 SWP Application	10/21/2021, 8:28:55 PM	This file was automatically generated on application submittal
K12-SWP Application 2021-22: Las Plumas Online Agriculture Program  View PDF  View HTML	K12 SWP Application	10/21/2021, 8:21:05 PM	This file was automatically generated on application submittal
 CALPASS MOU 9.28.21.pdf	Agreement/MOU	10/14/2021, 10:49:53 AM	N/A
 OUHSD High Quality CTE Program Evaluation and Plan 6.3.2 1.pdf	High-Quality CTE Program Evaluation	10/14/2021, 10:49:19 AM	N/A

Certification

Certifying Authority

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K-14 Career Pathways TAP

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Approved

01/06/2022 11:19 AM PST



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**GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
EXHIBIT B**

K12 SWP SPECIFIC TERMS AND CONDITIONS

The Grantee shall comply with the terms and conditions: (1) K12 Strong Workforce Program: Grantee Guidelines and Requirements, 2021; (2) K12 Strong Workforce Program: Program-Specific Legal Terms and Conditions, 2021 and (3) Guidelines, Definitions and Allowable Expenditures, which are attached hereto and incorporated by this reference in this Grant Agreement.



APPENDIX A: GRANTEE REQUIREMENTS AND GUIDELINES

A. ALIGNMENT WITH GUIDING POLICY PRINCIPLES TO SUPPORT K–14+ PATHWAYS

The California Workforce Pathways Joint Advisory Committee (CWPJAC) developed the Guiding Policy Principles to Support K–14+ Pathways to help prioritize a policy pivot towards purposeful integration of the student experience across systems and into college and career, while addressing industry workforce needs. The CWPJAC recommends incorporating the following Guiding Policy Principles in K12 SWP implementation:

- ❖ **Focus on a Student-Centered Delivery of Services** for all K–14+ college and career pathways, which accommodates multiple entry points to facilitate students' needs to build their skills as they progress along a continuum of education and training or advance in a sector-specific occupation or industry.
- ❖ **Promote Equity and Access** by eliminating institutional barriers and achievement gaps for all students to realize their educational and career aspirations.
- ❖ **Achieve System Alignment** in the economic regions of the state in order to create a comprehensive and well-defined system of articulation of high-quality K–14+ pathway courses (i.e., both in-person and online) and work-based learning opportunities with a specific emphasis on career technical education. Bring greater coherence to programming, common use of terminology, appropriate data collection and sharing, and attainment of student outcomes in a timely way that lead to upward mobility in California's industry sectors.
- ❖ **Support the Continuous Improvement and Capacity Building** at all levels and components to ensure smooth transitions in the system and focus efforts on implementation of state standards, attainment of student outcomes, and a strengthening of California's regional economies.

B. LEVERAGING PARTNERSHIPS AND CTE FUNDING SOURCES

(a) Examples of Leveraging SWP at Partnering Community Colleges

Following are a few examples of how LEAs can leverage a partnering community college's existing SWP efforts.

- ❖ The partnering community college offers dual enrollment and articulated courses as part of K–14 CTE pathways so that high school students can earn early college credit and enter college CTE programs with advanced standing.



California Community Colleges

- ❖ The partnering community college can share course syllabi and collaborate with K–12 to create vertical alignment in CTE pathways.
- ❖ The partnering community college counselors and the K–12 counselors collaborate so that students stay on their chosen pathway as they transition from secondary to postsecondary education.
- ❖ The partnering community college has an SWP-funded CTE coordinator, who is responsible for outreach and marketing of CTE programs, including promoting the K–14 pathways at secondary schools and ROCs. The CTE coordinator can host open houses, provide college tours, speak to high school students and their parents, and share marketing collateral with the high school community.
- ❖ The partnering community college offers its college students apprenticeships and work-based learning opportunities through its relationships with industry. Additional work-based learning opportunities for high school CTE pathways can be established with the same industry organizations.

(b) Working Norms for Intersegmental Partnerships

Providing students with a seamless CTE pathway from K–12 through postsecondary education is a central component of the K12 SWP objectives. To support intersegmental partnerships between K–12 LEAs, institutions of higher education, and Collaborative Partners, the CWPJAC recommends these working norms in building student-centered, high-quality, K–14 college and career pathways:

1. Frequent, open, and intentional communication between educational agencies, workforce agencies, and employers.
2. A mindset shift from insular to coordination of planning and from independent to interdependent implementation of systems to make better use of and maximize scarce public funds.
3. A continual scan for opportunities to leverage, build upon, and/or replicate effective models and practices in order to benefit from the scale of the state.
4. An understanding of the existing eco-system as a basis to build a new culture for our institutions and incentivize behaviors and relationships.
5. Ongoing alliances through sustained funding and mutual agreements in order to “stay the course” despite governance changes.
6. A commitment to the work to create stability and sustainability of the K–14+ college and career pathway system.



C. LEVERAGING MULTIPLE CTE FUNDING SOURCES

LEAs are expected to support their CTE programs and pathways primarily through funds from the Local Control Funding Formula (LCFF), ensuring that the programs and pathways are integral to the LEAs' programs of study. K12 SWP is intended to assist LEAs in building their capacity to leverage funds from their LCFF and other possible Federal and State CTE funding sources—such as Perkins V and CTEIG—to build strong pathway programs. In doing so, LEAs are demonstrating a commitment to improve CTE opportunities for students through high-quality programs and pathways.

Following is an example of how LEAs can leverage funding sources.

A high school plans to expand its CTE program, and it strategically leverages its different funding sources: Funds from LCFF are budgeted for the hiring of a new CTE teacher; CTEIG funds support professional development and the purchase of new equipment; Perkins V funds support student services for special populations and increased recruitment of such students; while K12 SWP funds support modifying the “a-g” curriculum with an industry focus on career pathways and skills, building connections with its local community college to provide dual enrollment courses, and establishing work-based learning opportunities with local businesses.

D. PROGRAM OUTCOME MEASURES

The long-term measures of success for the K12 SWP are the students completing high school, transitioning successfully into an aligned postsecondary program, graduating with a degree or credential in a high-demand field, and securing employment successfully. The K12 SWP Metrics are designed to measure student-level outcomes from K–12 to postsecondary education and employment. Only four metrics measure K–12 student-level outcomes, while the remaining metrics apply to postsecondary student-level outcomes and employment outcomes.

The K12 SWP Metrics that measure **K–12 student-level outcomes**:

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning, or third-party certification.
- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school.

The K12 SWP Metrics that measure **postsecondary student-level outcomes**:

- Entered registered apprenticeship after participation in high school pre-apprenticeship program.
- Enrolled in another form of job training (other than CA Community College).
- Completed 9+ CTE units in first year of CA Community College.
- Attained a CA Community College certificate/degree or journey-level status.



California Community Colleges

- Transferred to a four-year institution after exiting CA Community College.

The K12 SWP Metrics that measure **employment student-level outcomes**:

- Employed in a job closely related to field of study after exiting CA Community College.
- Median annual earnings of students after exiting CA Community College.

E. REPORTING REQUIREMENTS

a) Program Outcome Measures Reporting

As a K12 SWP grant recipient, LEAs must collect extra data elements in addition to those required by CDE. The K12 SWP grant recipients (both Lead and K–12 Partner Agencies) must submit the required end-of-the-year files to CDE by November 1, immediately following the fiscal year for which data are being reported.

Grant recipients must also notify their region's K–14 Technical Assistance Provider that data has been reported by the due date. The Regional Consortium may end contracts and grants from grantees that do not provide the required outcomes-based data.

In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both lead and partnering LEAs, are required to upload end-of-year data files, as applicable and required by K12 SWP.

In addition, to ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both Lead LEA and K–12 Partner Agencies, are required to do the following:

1. Ensure an active MOU is on file with Cal-PASS Plus throughout the life of the awarded grant and
2. Submit and/or ensure all required Progress and Fiscal and Cal-PASS Plus reports are submitted on behalf of all K–12 Partner Agencies (see Table 9 for details).

b) Progress and Fiscal Reporting (see Table 9 for details)

To ensure the successful implementation of the K12 SWP, grant recipients are required to submit:

- five (5) Progress and Expenditure Reports via the NOVA Reporting System,
- three (3) Annual Course Data Reports via Cal-PASS Plus, and
- one (1) Final Report K12 Expenditure Report and Outcomes via the NOVA Reporting System.

The required reports demonstrate that grant recipients have met the dollar-for-dollar match requirement (specified in Education Code, Section 88828) and are providing program deliverables using the K12 SWP funds pursuant to Education Code, Section



California Community Colleges

88827. It is the responsibility of the lead LEA to ensure that all K–12 Partner Agencies on the project submit mid-year progress and expenditure reports either on their own or to the lead LEA to submit on their behalf. Failure to submit required reports or evidence that deliverables have been met could result in the loss and/or remittance of all awarded funds.

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Regional Consortium.

Table 9. K12 SWP Progress and Expenditure Report Due Dates

Date	Reports Due	Reporting System	Time Period
July 29, 2022	First Progress and Expenditure Report	NOVA	January 2022 through June 2022
	Annual Course Data Report	Cal-PASS Plus	January 2022 through June 2022
January 27, 2023	Second Progress and Expenditure Report	NOVA	July 2022 through December 2022
July 28, 2023	Third Progress and Expenditure Report	NOVA	January 2023 through June 2023
	Annual Course Data Report	Cal-PASS Plus	July 2022 through June 2023
January 26, 2024	Fourth Progress and Expenditure Report	NOVA	July 2023 through December 2023
July 26, 2024	Fifth Progress and Expenditure Report	NOVA	January 2024 through June 2024
	Annual Course Data Report	Cal-PASS Plus	July 2023 through June 2024
October 31, 2024	Final K12 SWP Expenditure Report and Outcomes	NOVA	January 2022 through June 2024



APPENDIX B: Appendix Program-Specific Legal Terms, and Conditions

A. COST AND PAYMENTS

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortium (hereinafter Regional Consortium) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2021, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 20% of the total amount of this Grant Agreement upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the Regional Consortium, and review and approval by the Regional Consortium of expenditure/progress reports and the final report.

B. WORK TO BE PERFORMED

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortium.

C. MODIFICATION/BUDGET CHANGES

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortium prior to the modification being made. The Regional Consortium may require that a Grant Amendment be processed if the Regional Consortium determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortium so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium.



California Community Colleges

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

Grantees are required to fully expend their grants by the end of the expenditure period. If a grantee projects that they will be unable to do so, they should contact the Regional Consortium and arrange to have their grant reduced to a level which the grantee is confident can be fully spent within the expenditure period. If a Regional Consortium has reason to question whether a grantee can fully expend their grant within the expenditure period, it may request that the grantee provide evidence that it will be able to do so.

When grant funds are unexpended, the unspent funds will go to the next round of K12 SWP funding for the region in which it was awarded.

D. ASSURANCES, CERTIFICATES, TERMS, AND CONDITIONS

Assurances, certifications, terms, and conditions are requirements of applicants and grantees as a condition of receiving funds. The certified K12 SWP application is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as described in the K12 SWP Request for Applications and K12 SWP legislation (Education Code, Sections 88820-88833).

As a condition of receiving funds, funded applicants shall do the following:

- Enter into a grant agreement with the applicable Strong Workforce Program Regional Consortium that may include terms and conditions provided by the Chancellor's Office and the applicable Regional Consortium.
- Certify that all identified partners are aware of this grant application and agree to its submission.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Certify to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.
- Make expenditure data on career technical education programs available for
- Purposes of determining if the grant recipients have met the matching funds requirements specified in subdivision (c) of Section 88828, and for monitoring the use of funds provided pursuant to Section 88827.
- Every year, the awarded grantees (Lead LEAs and K-14 Partners) must provide student-level data necessary to evaluate K12 SWP as required by Legislation and submit required end-of-year data files.



APPENDIX C: GUIDELINES, DEFINITIONS, AND ALLOWABLE EXPENDITURES

A. DETERMINING IF A COST IS ALLOWABLE

All allowable costs must meet three primary criteria: (1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; (2) The cost must be allocable to the funding source activities; and (3) The cost must not be a general expense required to carry out the grantee overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Regional Consortium has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

While the proposed cost is allowable under the funding source, is it also reasonable?

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances pre-vailing at the time the decision was made to incur the cost.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of allocable?

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition, allocable also means that the cost must be related to the statement of work/budget that have been approved by the Consortium.

What is supplanting?

Strong Workforce K12 funds must supplement and not supplant state or local funds. Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. Strong Workforce K12 funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without Strong Workforce K12 dollars. You must be able to



California Community Colleges

demonstrate that Strong Workforce K12 funds are added to the amount of state and local funds that would, in absence of Strong Workforce K12 funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions, etc. that would not otherwise be purchased with state, local, or other non-Strong Workforce K12 funds.

Allowable and Non-Allowable Activities and Costs

Budgets for the use of grant funds will be reviewed and scored as part of the application process. Items deemed non-allowable, excessive, or inappropriate will be eliminated and the budget adjusted accordingly. Budgets that include non-allowable, excessive, or inappropriate items will receive a lower score. Generally, all expenditures must contribute to student success in the career pathways program.

Table 10. Allowable and Non-Allowable Activities and Costs

Allowable Activities & Costs	Non-Allowable Activities & Costs
Service contracts between members of the consortium or external service providers and technical assistants.	Supplanting existing funding or efforts, including costs otherwise necessary to operate a school or program without this grant.
Costs to extend or create a new non-profit intermediary organization to link employers and educational institutions with a primary purpose of aggregating and making available work opportunities for students. Such an entity could convene and lead stakeholders, research labor market needs and align supply and demand for work-based learning and communicate the purpose and goal of the career pathways initiative within the region.	Providing sub-grants to members of the partnership or other agencies. This includes mini grants, which are different than purchase service contracts.
Fund career specialists to convene, connect, measure, or broker efforts to establish or enhance locally defined career pathways programs, and to support the provision of workplace learning opportunities for all participating students.	Expenditures for CTE courses prior to the 7th grade.
Indirect or Administrative Expenditures (Rate approved by the Chancellor's Office is 4%).	Acquiring equipment for administrative or personal use.
Meetings and Conferences – in which the primary purpose is the dissemination of technical information (meals, transportation, rental of facilities, and other items incidental to such meetings or conferences. Please be aware not to cross over into entertainment	Purchasing furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless it is an integral part of an equipment workstation or to provide reasonable accommodations to students with disabilities.



California Community Colleges

Allowable Activities & Costs	Non-Allowable Activities & Costs
<p>costs. Must obtain prior approval from the Regional Consortium.</p> <ul style="list-style-type: none"> Note: Food is only allowed at meetings that require a working breakfast, lunch or dinner and disseminate technical information to participate. The meeting must have an agenda that shows a working meal, must have a sign-in sheet for participants and cannot go over the fiscal agent's per diem guidelines for food purchases. 	
<p>Purchase evidence-based and/or standards-based curriculum or instructional materials that focus on a career pathway.</p>	<p>Purchase food services, refreshments, banquets, and/or meals not for working meetings.</p>
<p>Development of curriculum or instructional materials that emphasizes rigorous content within a career pathway.</p>	<p>Purchasing facilities; Remodeling facilities not directly related to accessibility to career pathways instruction or services.</p>
<p>Professional development to enhance teaching and learning, including collaborative secondary and postsecondary development of aligned curriculum and instruction.</p>	<p>Purchasing promotional favors, such as bumper stickers, pencils, pens, or T-shirts.</p>
<p>Purchase of equipment needed to upgrade existing programs or new equipment to start a career pathway program.</p>	<p>Purchasing subscriptions to journals or magazines.</p>
<p>Technical skills assessment (industry recognized certification exams/assessments). The industry certification must be part of a course, certificate, or program of the capstone activity.</p>	<p>Traveling outside of the United States.</p>
<p>Training and planning meetings between consortium personnel, including counselors, parents, college faculty, and business leaders, to support program sustainability and build awareness in the regions on the benefits for having such programs.</p>	<p>Providing activities or services for students not enrolled in a career pathways program.</p>
<p>Travel - Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to</p>	



California Community Colleges

Allowable Activities & Costs	Non-Allowable Activities & Costs
<p>the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.</p> <p>OUT-OF-STATE TRAVEL: Out-of-state travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further out-of- state travel requires prior approval of the Regional Consortia by submitting the necessary (as determined by the Regional Consortia) documentation for approval. The Regional Consortium reserve the right to limit out-of-state travel.</p>	
<p>Postsecondary curriculum development that facilitates alignment and articulation with secondary programs leading to college degrees and/or other industry- recognized credentials that meet the needs of employers.</p>	

Oroville Union High School District
Memorandum

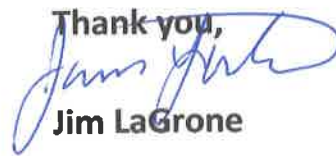
TO: Board of Trustees

From: Jim LaGrone, Maintenance Supervisor

Date: February 17, 2022

Subject: Acceptance of Internet Service Provider

I am requesting the acceptance the AT&T internet service provider agreement for the Oroville Adult Education facility in Chico. The plan selected for Oroville Adult Education in Chico is the 1G ADE 36 month contract plan for category 1 WAN and data circuits. The district will be responsible for 10% of the total charges. We are selecting AT&T based on costs and services provided. The cost for this service is \$655.56 which is an E-rate expense. E-rate will absorb 90% of this cost.

Thank you,

Jim LaGrone



MASTER AGREEMENT

Customer	AT&T
Oroville Union High School District Street Address: 2211 Washington Ave City: Oroville State/Province: CA Zip Code: 95966 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Susan Watts Title: Assistant Superintendent Street Address: 2211 Washington Ave City: Oroville State/Province: CA Zip Code: 95966 Country: USA Telephone: 530-538-2300 Fax: Email: swatts@ouhdsd.net	Street Address: 421 F Street City: Marysville State/Province: CA Zip Code: 95901 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Susan Watts	Name:
Title: Assistant Superintenden	Title:
Date:	Date:

MASTER AGREEMENT

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

MASTER AGREEMENT**9. IMPORT/EXPORT CONTROL**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 Governing Law. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

MASTER AGREEMENT

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No.
AT&T Contract ID No. ADE-HKWB0T9

Customer	AT&T
Oroville Union High School District Street Address: 2211 Washington Ave City: Oroville State/Province: CA Zip Code: 95966 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Susan Watts Title: Assistant Superintendent Street Address: 2211 Washington Ave City: Oroville State/Province: CA Zip Code: 95966 Country: USA Telephone: 530-538-2300 Fax: Email: swatts@ouhsd.net Customer Account Number or Master Account Number:	Name: Lee Beringsmith Street Address: 421 F St City: Marysville State/Province: CA Zip Code: 95901 Country: USA Telephone: 916-559-7001 Fax: Email: lb5439@att.com Sales/Branch Manager: Mike Hourihan SCVP Name: Don Wollweber Sales Strata: SLED Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Susan Watts	Printed or Typed Name:
Title: Assistant Superintendent	Title:
Date:	Date:
For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

WK# - TCAL and ILEC - Intrastate-TBD	For AT&T Administrative Use Only
Please sign by January 5, 2023	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	AT&T Dedicated Ethernet	
Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T California	AT&T California Service Publications, including Other Services Tariff, Section D12	https://cpr.att.com/pdf/ca/ca.htm

1.2. Inside Wiring

Service	AT&T Inside Wiring	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

1.3. Entrance Facility Construction

Service	AT&T Entrance Facility Construction	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf
Special Construction Charges – Intrastate (in territory) Any facilities installed under this Agreement will be owned by AT&T. Service Inquiry Number: 1191395.1	AT&T California	California Tariffs, Access Services Tariff, Section 15 http://cpr.att.com/pdf/ca/ca.htm

WK# - TCAL and ILEC - Intrastate-TBD	For AT&T Administrative Use Only
Please sign by January 5, 2023	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
PRICING SCHEDULE TERM AUTO-RENEWAL	Not applicable to this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, if applicable). In such a case, the Minimum Payment Period for each Service Component in service at the expiration of the original Pricing Schedule Term (and of the first Extension Period, if the second Extension Period is exercised) shall be extended for 12 months for each Extension Period exercised.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charges Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All quantities of Service Components listed in Section 5	50% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1.1. of Attachment A ("Adds") are not permitted.

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

WK# - TCAL and ILEC - Intrastate-TBD Please sign by January 5, 2023	<u>For AT&T Administrative Use Only</u> Pricing Schedule No. _____ Original Effective Date: _____
--	---

AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms

5. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

5.1 Accelerated Discount

	Accelerated Discount	Liability upon early termination of any Service Component
Special Construction Charges Discount	\$3,813.00	100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination

WK# - TCAL and ILEC - Intrastate-TBD	For AT&T Administrative Use Only
Please sign by January 5, 2023	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – CALIFORNIA
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Oroville Union High School District

A-1. RATES AND CHARGES; QUANTITIES; SITE CONFIGURATION

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last five (5) characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates shall control.
- Charges for special construction, if needed, may also apply.

A-1.1. New Service

This Pricing Schedule is Customer's order for any new Services shown in the table(s) below.

For each location where collocation is identified per the table(s) below, cross connect charges will apply under the applicable tariffs or other service publications.

Circuit Item #1				
Location A: 3760 MORROW LN, CHICO, CA 95928		Location Z: 1859 BIRD, OROVILLE, CA 95965		
Port Connection Speed: 1 GE Native Ethernet		Port Connection Speed: 1 GE Native Ethernet		
Collocation (Cross Connects apply): No		Collocation (Cross Connects apply): No		
Optional Diversity Features: N/A		Optional Diversity Features: N/A		
Circuit Level Options: Port Protection Plus: N/A				

End of Document



E-Rate Rider

ATTACHMENT TO AT&T Dedicated Ethernet ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **Pacific Bell** [Insert name of AT&T affiliate] (AT&T) and Oroville Union High School District (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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6. Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** - Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/si/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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Oroville Union High School District
Memorandum

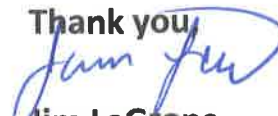
TO: Board of Trustees

From: Jim LaGrone, Maintenance Supervisor

Date: February 16, 2022

**Subject: Acceptance of North State Audio Services
Contract**

I am requesting the acceptance of the contract for North State Audio in the amount of \$6,630.00 for sound production and live streaming of graduation ceremonies for the 2021 / 2022 school year. North State Audio will provide sound production for the Prospect High School, Las Plumas High School and Oroville High School graduations in addition to providing live streaming for all three schools. North State Audio will provide equipment necessary for the sound production in addition to site infrastructure and will provide two cameras and operators during the ceremonies for live streaming. North State Audio will also provide any necessary cabling to connect to the district infrastructure for live streaming.

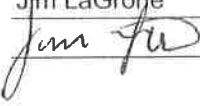
Thank you

Jim LaGrone

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

WHO'S RESPONSIBLE	ACTION TO BE TAKEN
Site/Department	<ul style="list-style-type: none"> • Fill out the Service Agreement Cover Sheet. • Send the Service Agreement with the required attachments to the Contractor to be filled out. 1. Provide <u>only</u> the District's approved agreement. This agreement should be completed in lieu of signing any vendor contract for services. If any revisions are requested, they need prior authorization by the Assistant Superintendent of Business (CBO). 2. Ensure there is an accurate and complete description of the Contractor's Scope of Services. 3. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly. 4. Determine which of the following documents should be attached to the agreement: <ul style="list-style-type: none"> ☒ Workers' Compensation Certificate ☒ Criminal Background Investigation/Fingerprinting Certification ☒ Insurance Certificates and Endorsements ☐ W-9 form ☒ Tuberculosis Clearance ☐ FTB Form 590 (if out-of-state contractor seeking withholding exemption) ☐ _____ [Other] ☐ _____ [Other] <p><i>All required certificates and documents must be collected before any services under the agreement commence.</i></p>
Contractor	<ul style="list-style-type: none"> • Completely fill out Service Agreement and return it to the site/department with the required Certificate of Insurance and endorsements.
Site/Department	<ul style="list-style-type: none"> • Create a requisition for the services that are going to be provided by the vendor. • If using ASB funds to pay for contract, attach a copy of ASB minutes approving the Service Agreement. • Review for completeness (i.e.: cover sheet completeness and signatures). • Prepare Board Item. • Submit Service Agreement to CBO's office four (4) business days prior to the Board meeting agenda deadline date.
CBO	<ul style="list-style-type: none"> • Verify budget and availability of funds. • Initial to approve the Service Agreement Routing and forward documentation to the Superintendent's Administrative Assistant.
A/P	<ul style="list-style-type: none"> • Service Agreement must be approved by Board prior to execution by Superintendent or designee and before any services under the Agreement commence. • Convert into purchase order upon Board Approval • Send purchase order to vendors
Contractor	<ul style="list-style-type: none"> • Reference purchase order number on invoice(s).

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

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

CONTRACTOR FULL NAME	North State Audio Visual, Inc.
TAX I.D. NUMBER	
SITE/DEPARTMENT	Maintenance
SUBMITTED BY	Jim LaGrone
SIGNATURE	
SIGNATURE FROM BUDGET CONTROL ADMINISTRATOR:	
BOARD APPROVAL DATE	
REQ (P.O.) NUMBER	VR 22-00602
BUDGET CODE	01-8150-0-5800-0000-8110-00-800-3000
AGREEMENT TOTAL AMOUNT	\$6630.00
DESCRIPTION OF SERVICE	Graduation Sound / Live Streaming Services for OHS, LP, PHS
TERM OF AGREEMENT	2022 graduation dates

Assistant Superintendent of Business

Date

Received By:

Certificate of Insurance
Expiration Date

☐ Yes ☐ No

Auto Insurance
Expiration Date

☐ Yes ☐ No

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of February 15, 20 , between the Oroville Union High School District ("District") and North State Audio Visual, Inc. ("Contractor") (together, "Parties").

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

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$90,200 as of January 1, 2018; and

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District graduation sound/streaming services, including the location where services be provided, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, through June 3, 20 . Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
- 3. Compensation.** District compensation to the Contractor shall not exceed \$ 6,630.00, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services. District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.
6. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
7. **Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
8. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
10. **Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
11. **Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
12. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13. Termination.

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

- 13.1.1. material violation of this Agreement by the Contractor; or
- 13.1.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 13.1.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

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

14. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the

District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

15.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

15.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Contractor.

15.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

15.4. Other Insurance Provisions:

15.4.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.4.1.1. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

15.4.1.2. For any claims related to the projects, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

15.4.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.4.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.4.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

15.4.4. Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

15.5. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A.VII, unless otherwise acceptable to the District.

16. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

17. **Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Contractor or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Contractor will have contact with any pupils, Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all

employees, subcontractors, agents and employees or agents of Contractor Parties regardless of whether these individuals are paid or unpaid, concurrently employed by the District, acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the services and prior to performing contact with any student. If Contractor is a sole proprietor and at a future time, it is determined that Contractor will have contact with any student, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42129.11(k). Under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

- 19. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Oroville Union High School District
1000 Highway 99 N.
Oroville, CA 95966
Tel: (530) 828-1236

Contractor

North State Audio Visual, Inc.
13309 Cabin Hollow Ct. Ste. 1
Chico, Ca. 95973

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

- 20. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Oroville Union High School District Board of Education. Services shall not be rendered until Agreement is approved.
- 23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.
- 24. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good

facts. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by negotiation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation or dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute after satisfaction of applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of these provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 25. Attorney Fees/ Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 26. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 27. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

“SIGNATURES ON FOLLOWING PAGE”

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

OROVILLE UNION HIGH SCHOOL DISTRICT [CONTRACTOR]

Date: 10/22/22 Date: 10/22/22
Signature: _____ Signature: [Signature]
Print Name: Robert Tolar Print Name: Bob Tolar

Information regarding Contractor:

License No. 1325137
Address 13309 Capin Hollow Ct. Ste. 100
Chico, Ca. 95973
Telephone: 530 342 8860
Facsimile 530 342 8022
E-Mail: bob@northstateav.com
Contractor's state of residence: Ca.
States in which Contractor
is licensed to do business: Ca.
Type of Business Entity:
☐ individual
☒ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State:
☐ Limited Liability Company
☐ Other _____

91-54872636
Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

AUDIO VISUAL, INC.

DATE	AGREEMENT #
8-21-22	11668

By signing this Agreement, both parties accept all the terms and payment details outlined herein. Furthermore the client accepts that "all of the terms outlined under the heading "Client To Provide At Clients Expense" are not provided on time and if our services may be terminated and the deposit retained to cover our out of pocket setup expenses

Signature: _____ Date: 2/28/27

Contract for Services

AUDIO VISUAL, INC.
17009 Sabin Hollow Ct. #100, Chino, CA 95973
PHONE (530) 342-8680 FAX (530) 342-8022
CIRCLE 1024157

DATE	AGREEMENT #
5/1/01	11508

$\frac{1}{\sqrt{2\pi}} \int_{-\infty}^{\infty} f(x) \delta(x-a) dx = f(a)$
 If $f(x) = 1$ in a neighborhood of a
 $\frac{1}{\sqrt{2\pi}} \int_{-\infty}^{\infty} \delta(x-a) dx = 1$
 If $f(x) = 0$ in a neighborhood of a
 $\frac{1}{\sqrt{2\pi}} \int_{-\infty}^{\infty} \delta(x-a) dx = 0$

FORM	TERMS	DUE DATE
		6-11-22

[illegible]

By signing this Agreement, both parties accept all the terms and payment details outlined herein. Furthermore, the client accepts that if all of the terms outlined under the heading "Client To Provide At Clients Expense" are not provided on time and in full, our services may be terminated and the deposit retained to cover our out of pocket setup expenses.

Chen et al. / *China's New Foreign Policy* 103

Date _____

North Scale AV Sign & Port

Date _____

2	28	22
---	----	----

Contract for Services

AUDIO VISUAL, INC.
15500 CRENSHAW BLVD., BOX 100, CULVER CITY, CA 90230
PHONE 310 342-8022 FAX 310 342-8022
CEN 1024002

DATE	AGREEMENT #
5-14-22	11007

ROUND	TERMS	DUE DATE
	10/1/2020	10/31/22

[illegible]

By signing this Agreement, both parties accept all the terms and payment details outlined herein. Furthermore the client acknowledges that all information collected under the heading "Client To Provide At Clients Expense" are not provided on time, and that our services may be terminated and the deposit retained to cover our out of pocket setup expenses.

Date 2/28/22

Contract for Services

AUDIO VISUAL, INC.
13309 Cabin Hollow Ct. #100 Chantilly, VA 20151
PHONE: (800) 342-8960 FAX: (800) 742-9111
1024187

DATE	AGREEMENT #
8-24-92	1000

# 2 18	TERMS	DUE DATE
	plus 10 percent	8-31-22

Q	RATE	AMOUNT
1	10.18	79.00
-	150.00	1,500.00
Sales Tax (7.25%)		\$0.00
Total		\$1,480.00

By signing this Agreement, both parties accept all the terms and payment data is outlined herein. Furthermore the client accepts that all of the terms outlined under the heading "Client To Provide At Clients Expense" are not provided on time and in full our services may be terminated and the decision retained to cover our out of pocket setup expenses

Client Sign & Print _____ Date _____
North State AV Sign & Print *[Signature]* Date 2/28/22
Page 2

Exhibit A
Scope of Services

WORKERS' COMPENSATION CERTIFICATION

Section 1860021, Labor Code, provides that every employer except the State must secure the payment of compensation in one or more of the following ways:

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

Check only one of the boxes below.

☒ I am aware of the provisions of Section 1860021 of the Labor Code and, before every employee is employed, insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and, I am complying with such provisions before commencing the performance of the Services under this Contract.

☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.

Date

2/28/22

Name of Contractor

North State Audio Visual, Inc.

Representative's name and title

Bob Tolari

Signature



In accordance with Article 5 commencing at Section 18600, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.

TUBERCULOSIS CLEARANCE

The undersigned hereby certifies to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am authorized and qualified to execute this contract on behalf of Contractor. Contractor's responsibility for tuberculosis testing extends to all of the employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor hereby certifies that all persons providing the Services that are subject to this Agreement:



are provided with more than limited contact with District students (as determined by the District) and, at no cost to the District, completed a TB risk assessment within the past 90 days and, if risk factors are identified, also received a TB test in compliance with the requirements of Education Code section 49400. A complete and accurate list of Contractor's employees and of all of its subcontractors, employees who may come in contact with District pupils during the stated term and scope of the Agreement is attached hereto and is:



Contractor shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

Date 2/28/22

Name of Contractor: North State Audio Visual, Inc.

Representative's Name and Title: Bob Tojar

Signature: [Signature]

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agent, employee(s), and/or subcontractor(s), "Contractor Parties" shall at all times comply with the fingerprinting and criminal background investigation requirements at the California Education Code ("Education Code", page 45125.1). Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

1. ☐ Contractor and the Contractor Parties, if any, shall only have limited or no contact with District students as determined by District at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

2. ☒ The following Contractor Parties have more than limited contact with District students (as determined by District) during the Term of this Agreement:

Attach and sign additional pages, as needed.

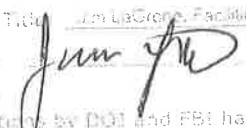
☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, as an agent to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR

☒ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____ February 13, 2022

District Representative's Name and Title: Jim LaGrone, Facilities Director

District Representative's Signature: 

This Agreement shall commence until such determination by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including

as being exempt from entry as provided from the representations set forth above. Contractor shall immediately restrict and prohibit any new personnel from having any contact with its subjects until the fingerprinting and background check requirements have been satisfied in District jurisdictions where any such contact is permissible.

Contractor shall ensure that all agents, personnel, subcontractors, and employees of Contractor Parties coming into contact with its subjects are regardless of whether they are designated as employees or agents of Contractor Parties of the Contractor.

Contractor shall ensure that all agents, personnel, subcontractors, and employees of the Contractor currently in contact with its subjects are regardless of whether they are designated as employees or agents of Contractor Parties of the Contractor.

Date: 7/28/22
Signature: [Signature] State Audio Visual Inc.
Representative's Name and Title: Bob Tolar, Owner

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

FAMP DISPOSALS March 2022

[illegible]

Date Board Approved _____

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

Activity: Senior Medallion FFA Trip / State leadership FFA conference

Date(s): 3/27-29/2022 Hours: All Day

Location(s): Hyatt Rygency / KI go carts

Individuals Responsible for Supervision: James Knapp

Cell Phone # for the Above Individuals: (530) 370-2113

Additional Chaperones: Regina Stafford

Sierra Knapp,
List of Students Attending Activity (attach list if additional space is needed):
Brenna Jeska, Taylor Ludwig, Olivia Bradley

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: Advisors will be present at
the time of activity and all safety equipment will be worn for example helmets

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: Jana Lafayette

Date: 3/1/22

Principal's signature: _____

Date: 3/1/22

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.

State FFA Conference Participants

Grace	Benedict
Emma	Clark
Sophia	Houser
Izabell	Hunsperger
Ginny	Hurley
Kaylee	Johnson
Ariel	Lancaster
Alivea	Summers
Lily	Vaughan
Madyson	Wilkey
Zane	MacKay
Owen	Martine
Javier	Reynoso
Chase	Reinhardt
Evan	Gibson
Raymond	Fernandes
Cole	Gendreau
Evan	Hayse
Olivia	Bradley
Brenna	Jeska
Taylor	Ludwig
Sierra	Knapp

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 Conference

Date(s): SAT 4/23 - TUES. 4/26 Hours: 7⁰⁰ am 4/23 - 5⁰⁰ pm 4/26

Location: Riverside Ca. Convention Center

Funding Source(s): _____

Teacher Responsible for Supervision/First Aid: Alan von der Mehden / Laura Bowers

Name Students Attending Activity (attach list if large group): _____

Russell Bymers #160366

Olivia Smith-Sheets #158227

Chaperones: Alan von der Mehden, Jennifer Smith-Sheets,
Laura Bowers

Pre-Trip Activities: Culinary preparation, food prep, practice
assigned recipe.

Trip Activities: Leadership activities, Culinary Food Competition
Awards, Student interactions w/ other regions

Post-Trip Activities: Review scores, Pro-vs-Con evaluations

Additional Information: We will be flying - 3 tickets - (Laura Bower, Chef)
Rental Car - reserved in Ontario for whole trip
Russell Bymers

Permission Slip Completed for Each Student? ☒ Yes

☐ No

Transportation: ☐ School Bus*

☐ Van/Suburban*

☐ Charter Bus**

☒ Fly (SW air)

☐ Employee Vehicle***

☒ Volunteer Vehicle***

☐ Rental Vehicle***

Teacher's Signature: Alan von der Mehden

Date: 2/25/2022

Principal's Signature: _____

Date: 2/25/22

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: ECCLA State Leadership Competition Conference

Date(s): ~~Feb~~ April 23 - 26, 2022 Hours: 5⁰⁰am 4/23 - 7pm 4/26, 22

Location(s): Riverside, CA. Convention Center

Individuals Responsible for Supervision: Alan von der Mehden, Laura Bowers

Cell Phone # for the Above Individuals: 530-520-0898 + 530-517-0277

Additional Chaperones: Jennifer Smith-Sheets

List of Students Attending Activity (attach list if additional space is needed): _____

Olivia Smith-Sheets

Russell Bymers

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: _____

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* |
| ☐ 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 or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |

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

Requestor's signature: Alan von der Mehden

Date: 3/2/2022

Principal's signature: _____

Date: 3222

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.

First Reading of BP's and AR's

Employee Notifications (E 4112.9/4212.9/4312.9)

Exhibit updated to add employee notifications related to (1) the rights of employees who are victims of crime or abuse; (2) potential exposure to COVID-19 at a district facility; (3) the right and procedure to access the district's injury and illness prevention program; (4) nondiscrimination on the basis of sex and contact information for the district's Title IX Coordinator; and (5) following an investigation of an alleged misconduct of a district police officer, the district's decision to impose discipline.

Staff Development (BP 4131)

Policy updated to incorporate concepts of student well-being and social-emotional development and learning as it relates to professional development, to clarify that the development of the staff development program includes creating, reviewing and amending the program, to reflect the State Board of Education's California Digital Learning Integration and Standards Guidance regarding staff development in the use of technologies, to reference NEW LAW (AB 130, 2021) regarding requirements for districts offering technology-based instruction pursuant to an independent study program, and to expand the list of characteristics that are included in diverse student populations as related to staff development in meeting the needs of such students. Policy also updated to enhance staff development regarding school climate to include acceptance, civility, and positive behavioral interventions and supports, and staff development regarding student's mental and physical health to include social-emotional learning and trauma-informed practices.

Layoff/Rehire (AR 4217.3)

Regulation updated to add descriptions to the OPTION headings for the determination of "length of service" for order of layoff purposes, reflect NEW LAW (AB 438, 2021) which, for both merit and non-merit districts, specifies notice requirements and hearing rights districts must provide to permanent classified employees, as defined, who are subject to layoff due to lack of work or lack of funds, including that notice be given no later than March 15, and that classified staff may be reduced due to lack of work or lack of funds when the governing board determines during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies that the district's local control funding formula apportionment per unit of average daily attendance for the fiscal year of the Budget Act has not increased by at least two percent. Regulation also updated to provide material regarding a permanent classified employee's request for a hearing, including a hearing before an administrative law judge in which the board makes the final decision regarding the sufficiency of the cause and disposition of the layoff, provide material regarding final notice before May 15 to employees affected by the layoff unless a continuance is granted, add material regarding notice to affected employees when classified positions are eliminated as a result of the expiration of a specifically funded program, and include that districts may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds.

Employee Security (BP/AR 4158, 4258, 4358)

Policy updated to reflect law authorizing a district to petition, on behalf of an employee, for a gun violence restraining order prohibiting a person from owning, purchasing, possessing, or receiving a firearm. Policy also reflects law requiring a district to provide reasonable accommodations, upon request, to an employee who is a victim of domestic violence, sexual assault, or stalking. Policy adds a requirement of law to inform administrators and counselors, along with teachers, regarding certain crimes and offenses committed by students. Administrative Regulation 4158/4258/4358 - Employee Security Regulation updated to more directly reflect law requiring a report to law enforcement of any attack, assault, or physical threat made against an employee by a student. Material in section on "Notice Regarding Student Offenses" reorganized to clarify the required notifications that must be made to staff pertaining to (1) student offenses that are grounds for suspension or expulsion and (2) any report received from a court that a student has been found to have committed a felony or misdemeanor involving specified offenses. In that section, paragraph on notifications that may be provided by a district police or security department deleted and moved into Note since its applicability is limited. New section on "Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking" reflects law requiring a district to provide reasonable accommodations, including, but not limited to, safety procedures or adjustments to a job structure, workplace facility, or work requirement, upon the request of an employee who is a victim of domestic violence, sexual assault, or stalking.

Student Records (AR 5125)

Regulation updated to enhance clarity by separating administrative guidance for requests involving changes to student records of current students and guidance related to requests for changes to gender or legal name of former students. Regulation also updated to move materials related to former students to end of regulation in new section - "Updating Name and/or Gender of Former Students."

Student Organizations and Equal Access (BP/AR 6145.5)

Our existing BP/AR are severely outdated, so there is no description of the update.

Concurrent Enrollment in College Classes (BP/AR 6172.1)

Policy updated to include exceptions in determining the five percent enrollment cap on the number of students at each grade level who may be recommended for community college summer session and to reflect **NEW LAW (AB 1729)** which extends such exceptions through January 1, 2027. Policy reflects **NEW LAW (SB 554)** which authorizes an adult education student pursuing a high school diploma or high school equivalency certificate to attend community college as a special part-time student. Policy and regulation add new sections for districts that wish to establish a College and Career Access Pathways (CCAP) partnership program, in which the board enters into an agreement with the governing board of a community college district to offer or expand dual enrollment opportunities for students who may not already be college bound or are unrepresented in higher education. Regulation clarifies the board's responsibility, whenever a community college class will be offered on a high school campus, to determine the time that the campus is considered open to the general public and available for members of the public to attend such a class at the high school.

Education of Children of Military Families (AR 6173.2)

(AR revised) Regulation updated to reflect **NEW LAW (AB 2949)** which allows a child of a military family to continue attending the school of origin regardless of any change of residence of the family. Regulation also adds new section on "Transportation" reflecting AB 2949, which authorizes, but does not require, districts to provide transportation to enable a child of a military family to attend the school or district of origin.

Board Member Electronic Communications (BB 9012)

Bylaw updated to clarify that electronic communications should not be used as a means to restrict access to a public forum, that meeting locations include teleconference locations, and that the prohibition against serial meetings includes a series of communications directly or through intermediaries. Bylaw reflects **NEW LAW (AB 992, 2020)** which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also references court decisions which clarify that a public official's social media account which includes discussion of public business may be considered a public forum from which the official cannot exclude access or comments by members of the public based on viewpoint.

Remuneration, Reimbursement and Other Benefits (BB 9250)

This bylaw has been updated to reflect that the benefit cap for board members will be increased by the same percentage offered to the certificated administrative group, even if the group choose not to increase their benefit cap.

Meetings and Notices (BB 9320)

Bylaw updated to clarify that it is discussion among themselves, via technology, of a majority of the governing board regarding an item within the subject matter jurisdiction of the board that can result in a violation of the Brown Act, and that agenda materials are required to be made available for public inspection at the time the materials are distributed to all or a majority of the board when agenda materials relating to an open session of a regular meeting are distributed to the board less than 72 hours before the meeting. Bylaw also updated to add a new section "Teleconferencing During a Proclaimed State of Emergency" which reflects **NEW LAW (AB 361, 2021)** that (1) authorizes boards, until January 1, 2024, to conduct board meetings by teleconference, as specified, without meeting certain requirements otherwise

required of teleconference meetings when holding a board meeting during a proclaimed state of emergency when state or local officials have imposed or recommend measures to promote social distancing; to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or when it has been determined, as a result of an emergency, that meeting in person would present imminent risks to the health or safety of attendees, (2) includes that the district may, in its discretion, provide a physical location from which the public may attend or comment and, (3) provides that the board may continue to conduct meetings by teleconference during proclaimed states of emergency by a majority vote finding within 30 days after teleconferencing for the first time and every 30 days thereafter that either the state of emergency continues to directly impact the ability of the board to meet safely in person or that state or local officials continue to impose or recommend measures to promote social distancing.

Actions by the Board (E 9323.2)

Actions by the Board Exhibit updated to clarify items under "Actions Requiring a Two-Thirds Vote of the Board" and "Actions Requiring a Four-Fifths Vote of the Board" regarding emergency facilities conditions as only applying to districts that have adopted the Uniform Public Construction Cost Accounting Act procedures. Item regarding the expenditure and transfer of funds or use of district property or personnel to meet a national or local emergency created by war moved from "Actions Requiring a Four-Fifths Vote of the Board" to "Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting" to more accurately reflect law

OROVILLE UNION HIGH SCHOOL DISTRICT

E 4112.9, 4212.9, 4312.9 (1)

Personnel

Employee Notifications

I. To All Employees

Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: At the beginning of school year or upon employment

Education or Other Legal Code: Education Code 231.5, Government Code 12950, 2 CCR 11023

Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11

Subject: Use of pesticide product, active ingredients, Internet address to access information

When/Whom to Notify: Annually to all employees and 72 hours before pesticide application

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: AR 3514.2

Subject: Public hearing on year-round implementing year-round program

When/Whom to Notify: To all employees, prior to implementing year-round schedule

Education or Other Legal Code: Education Code 37616

Board Policy/Administrative Regulation #: BP 6117

Subject: Public hearing on alternative schedule

When/Whom to Notify: To all employees, prior to implementing alternative schedule

Education or Other Legal Code: Education Code 46162

Board Policy/Administrative Regulation #: AR 6112

Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When/Whom to Notify: To all employees

Education or Other Legal Code: Education Code 49013; 5 CCR 4622

Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260

Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: To all employees

Education or Other Legal Code: Education Code 49414

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Request for volunteers to be trained to administer opioid antagonist

When/Whom to Notify: To all employees

Education or Other Legal Code: Education Code 49414.3

Board Policy/Administrative Regulation #: AR 5141.21

Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 1126

Board Policy/Administrative Regulation #: BP 4136/4236/4336

OROVILLE UNION HIGH SCHOOL DISTRICT

E 4112.9, 4212.9, 4312.9 (2)

Employee Notifications (Cont.)

Subject: District's Drug and alcohol free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 8355; 41 USC 8012;34 CFR 84.205, 84.210

Board Policy/Administrative Regulation #: BP 4159/4259/4359

Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: To all employees

Education or Other Legal Code: Government Code 21029

Board Policy/Administrative Regulation #: None

Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter

Education or Other Legal Code: Health and Safety Code 1797.196

Board Policy/Administrative Regulation #: AR 5141

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: To all employees, if the district receives Tobacco-Use Prevention Education funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: AIDS and hepatitis B, including methods to prevent exposure

When/Whom to Notify: Annually to all employees, or more frequently if there is new information

Education or Other Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: AR 4119.43/4219.43/4319.43

Subject: Right pursuant to Labor Code 230-230.1 pertaining to leaves and accommodation for victims of crimes or abuse

When/Whom to Notify: To new employees upon hire and other employees upon request

Education or Other Legal Code: Labor Code 230.1

Board Policy/Administrative Regulation #: AR 4161.2, 4261.2, 4361.2

Subject: Amount of sick leave available

When/Whom to Notify: To all employees, with each paycheck

Education or Other Legal Code: Labor Code 246

Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1

Subject: The district's policy on lactation accommodation

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave

Education or Other Legal Code: Labor Code 1034

Board Policy/Administrative Regulation #: BP 4033

Employee Notifications (Cont.)

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To covered employees and former employees

Education or Other Legal Code: Labor Code 2800.2,

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Deadline to withdraw funds from account before of end of the plan year

When/Whom to Notify: To employees participating in flexible spending accounts

Education or Other Legal Code: Labor Code 2810.7

Board Policy/Administrative Regulation #: None

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period

Education or Other Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1

Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan

When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable

Education or Other Legal Code: Labor Code 6409.6

Board Policy/Administrative Regulation #: AR 4157/4257/4357

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Prior to beginning employment

Education or Other Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Disability insurance rights and benefits

When/Whom to Notify: Upon employment, and when employee goes on leave for specified reasons

Education or Other Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees and job applicants

Education or Other Legal Code: 2 CCR 11023; 34, CFR 104.8, 106.9

Board Policy/Administrative Regulation #: BP 0410, BP 4030

Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

When/Whom to Notify: To all employees via employee handbook, or to each new employee

Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Employee Notifications (Cont.)

Subject: The right and procedure to access the Injury and Illness Prevention Program

When/Whom to Notify: Annually to all employees

Education or Other Legal Code: 8 CCR 3203

Board Policy/Administrative Regulation #: AR 4157/4257/4357

Subject: Non-Discrimination on the basis of sex; contact information for district's Title IX Coordinator, referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually to all employees

Education or Other Legal Code: 34 CFR 106.8

Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11

Subject: Availability of asbestos management plan; inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Annually to all employees

Education or Other Legal Code: 40 CFR 763.84, 763.93

Board Policy/Administrative Regulation #: AR 3514

II. To Certificated Employees

Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire

Education or Other Legal Code: Education Code 22455.5

Board Policy/Administrative Regulation #: AR 4121

Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: Upon employment of a retired certificated individual

Education or Other Legal Code: Education Code 22461

Board Policy/Administrative Regulation #: AR 4117.14/4317.14

Subject: District regulations related to performance evaluations

When/Whom to Notify: To certificated employees

Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315

Subject: Copy of employee's evaluation

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for non-instructional certificated staff, in any year in which employee is evaluated

Education or Other Legal Code: Education Code 44663

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee

Education or Other Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Employee Notifications (Cont.)

Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Education or Other Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Employment status and salary

When/Whom to Notify: To certificated employees upon employment and to nonpermanent employees in July of each school year

Education or Other Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: To probationary employees by March 15

Education or Other Legal Code: Education Code 44929.21, 44292.23, 44948.5

Board Policy/Administrative Regulation #: AR 4116

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year

Education or Other Legal Code: Education Code 44934, 44934.1, 44936

Board Policy/Administrative Regulation #: BP 4118; AR 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year

Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118

Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Education or Other Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees

Education or Other Legal Code: Education Code 44948.3

Board Policy/Administrative Regulation #: AR 4118

Employee Notifications (Cont.)

Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Education or Other Legal Code: Education Code 44949, 44955

Board Policy/Administrative Regulation #: BP 4117.3

Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: On or before June 30, to temporary employee who served 75 percent of school year but will be released

Education or Other Legal Code: Education Code 44954

Board Policy/Administrative Regulation #: BP 4121

Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts

Education or Other Legal Code: Education Code 49079

Board Policy/Administrative Regulation #: AR 4158/4258/4358

Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending

Education or Other Legal Code: 5 CCR 80303

Board Policy/Administrative Regulation #: AR 4117.7/4317.7

III. To Classified Employees

Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in non-merit district

Education or Other Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of layoff and reemployment rights

When/Whom to Notify: To classified employees at least 60 days prior to layoff, or by April 29 if specially funded program that expires at end of school year

Education or Other Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed work week

When/Whom to Notify: To classified employees upon employment and upon each change in classification

Education or Other Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Employee Notifications (Cont.)

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To classified permanent employee whose leave is exhausted

Education or Other Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents

Education or Other Legal Code: 13 CCR 1234

Board Policy/Administrative Regulation #: AR 3542

Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter

Education or Other Legal Code: 13 CCR 2480

Board Policy/Administrative Regulation #: AR 3542

Subject: Explanation of federal requirements for drug testing program and district's policy

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment

Education or Other Legal Code: 49 CFR 382.113, 382.601

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

Subject: Post-accident information, procedures, and instructions

When/Whom to Notify: To school bus drivers, prior to operating school bus

Education or Other Legal Code: 49 CFR 382.303

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

IV. To Administrative/Supervisory Personnel

Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Education or Other Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 2121, BP 4312.1

Subject: Statement of the reasons for the release or reassignment

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Education or Other Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Notice that employee may be released or reassigned the following school year

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Education or Other Legal Code: Education Code 44951

Board Policy/Administrative Regulation #: AR 4313.2

OROVILLE UNION HIGH SCHOOL DISTRICT

E 4112.9, 4212.9, 4312.9 (8)

Employee Notifications (Cont.)

V. To Individual Employees Under Special Circumstances

Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580

Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6

Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21

Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3

Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: To employees returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5, 4261.5, 4361.5

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1

Subject: Copy of DOJ notification

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5

Employee Notifications (Cont.)

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter

Education or Other Legal Code: 8 CCR 3204

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee assigned to a work area where hazardous chemical are present, upon initial assignment and upon new exposure situation

Education or Other Legal Code: 8 CCR 5191

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area

Education or Other Legal Code: 8 CCR 5194

Board Policy/Administrative Regulation #: AR 3514.1

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: To employee eligible for military leave

Education or Other Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

When/Whom to Notify: Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave

Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee

Education or Other Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Adopted: 12/19/12
Amended: 6/13/16, 3/15/17, 6/17/20

Personnel

Staff Development

The Governing Board believes that, in order to maximize student learning, achievement, and well-being, certificated staff members must be continuously learning and improving relevant skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills, become informed about changes in pedagogy and subject matter, and strengthen practices related to social-emotional development and learning.

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, when creating, reviewing, and amending the district's staff development program. The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, school improvement objectives, the local control and accountability plan, and other district and school plans.

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards
2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction and learning, including face-to-face, remote, or hybrid instruction
4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55
5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning
6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education
7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, acceptance, and civility, including conflict resolution, hatred prevention, and positive behavioral interventions and supports
8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction
10. Knowledge of topics related to student mental and physical health, safety, and welfare, which may include social-emotional learning and trauma-informed practices
11. Knowledge of topics related to employee health, safety, and security

Staff Development (Cont.)

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement and well-being.

State	Description
5 CCR 13025-13044	Professional development and program improvement
5 CCR 80021	Short-term staff permit
5 CCR 80021.1	Provisional internship permit
5 CCR 80023-80026.6	Emergency permits
Ed. Code 44032	Travel expense payment
Ed. Code 44259.5	Standards for teacher preparation
Ed. Code 44277	Professional growth programs for individual teachers
Ed. Code 44300	Emergency permits
Ed. Code 44325-44328	District interns
Ed. Code 44450-44468	University intern program
Ed. Code 44570-44578	Inservice training, secondary education
Ed. Code 44830.3	Employing district interns
Ed. Code 45028	Salary schedule and exceptions
Ed. Code 48980	Parental notifications
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56240-56245	Staff development; service to persons with disabilities
Ed. Code 99200-99206	Subject matter projects
Gov. Code 3543.2	Scope of representation

Federal	Description
20 USC 6601-6702	Preparing, Training and Recruiting High Quality Teachers and Principals

Adopted: 3/7/84
Amended: 9/20/06, 3/5/14, 1/20/16

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4217.3 (a)

Personnel

Layoff/Rehire

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

Order of Layoff Within a Classification/Determination of Seniority

Within each class, the order of layoff shall be determined by length of service. (Education Code 45114, 45308)

"Length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed. However, length of service shall be determined by the date of hire. The employee who has been employed the shortest time by the district shall be laid off first. (Education Code 45308)

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine the length of service, provided the employee has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. (Education Code 45105)

Notice of Layoff and Hearing Rights

Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)

An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing. (Education Code 45117)

The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The employee has five calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents. (Education Code 45117)

Layoff/Rehire (Continued)

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

The district is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 60 days whose service may not be extended or renewed. (Education Code 45117)

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

Reemployment

Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. (Education Code 45114, 45298, 45308)

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

Layoff/Rehire (Continued)

In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.

Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from the reemployment list and all reemployment rights to which the employee would otherwise be entitled shall be forfeited.

If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

Reinstatement of Benefits

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

A laid-off permanent employee shall be reemployed with all rights and benefits accorded at the time of layoff.

A laid-off probationary employee shall be reemployed as a probationary employee, and the previous time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits accorded to a probationary employee at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

Voluntary Demotion or Reduction of Hours

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Layoff/Rehire (Continued)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

State	Description
Ed. Code 4115	Layoff: Reinstatement from service retirement
Ed. Code 45101	Definitions (including disciplinary action, cause)
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45105	Positions under various acts not requiring certification qualifications
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45114	Layoff and reemployment procedures; definitions
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45286	Limited term employees
Ed. Code 45297	Right to take equivalent examination while employee in military service
Ed. Code 45298	Reemployment of persons laid off; voluntary demotions or reductions in time; districts adopting merit system
Ed. Code 45308	Order of layoff and reemployment; length of service
Ed. Code 45309	Reinstatement of permanent noncertified employees after resignation
Federal	Description
38 USC 4301-4307	Veterans' Reemployment Rights

Adopted: 8/78
Amended: 2/21/07, 2/15/12, 2/6/13

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4158, 4258, 4358 (a)

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.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

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. Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or 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 the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors 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.

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.

Employee Security

Reporting of Injurious Objects

Employees shall 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. Employees shall exercise their best 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

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

State	Description
CCP. 527.8	Workplace violence safety
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 32210-32212	Willful disturbance, public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by pupil against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer of student records
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	School crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Juvenile court proceedings; reports; confidentiality
W&I Code 828.1	District police or security department, disclosure of juvenile records

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 the employee by a student or by any other individual in relation to the performance of the employee's duties, and any action the employee took in response. Reports of an attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

In addition, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. (Education Code 44014)

Notice Regarding Student Offenses

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion
 - a. 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)
 - b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from the former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)
 - c. 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 48201, 49079)
2. Offenses Reported to the District by a Court
 - a. When informed by a court that a minor student has been found by the 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 expeditiously notify the school principal. (Welfare and Institutions Code 827)

Employee Security (Cont.)

- b. The principal shall expeditiously disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress and to any teacher or administrator directly supervising or reporting on the student's behavior or progress whom the principal thinks may need the information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)
- c. 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)
- d. When a student is removed from school as a result of an 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)
- e. 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)

In order to maintain confidentiality when providing information about student offenses to a counselor or teacher, the principal or designee shall send the staff member a written notification that a student has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall initial the notification and shall also initial the student's file when reviewing it in the school office.

Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

When requested by an employee who is a victim of domestic violence, sexual assault, or stalking, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: (Labor Code 230)

- 1. A transfer, reassignment, or modified schedule
- 2. A changed work telephone or work station
- 3. An installed lock
- 4. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace
- 5. Referral to a victim assistance organization

Employee Security (Cont.)

6. Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. (Labor Code 230)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking. Such certification may include: (Labor Code 230)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Labor Code 230)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, or stalking or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. (Labor Code 230)

The district shall not retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Labor Code 230)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4158, 4258, 4358 (d)

Employee Security (Cont.)

State	Description
CCP. 527.8	Workplace violence safety
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 32210-32212	Willful disturbance, public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by pupil against school employee
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 48201	Transfer of student records
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 3543.2	Scope of representation
Gov. Code 995-996.4	Defense of public employees
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	School crimes
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Juvenile court proceedings; reports; confidentiality
W&I Code 828.1	District police or security department, disclosure of juvenile records

Approved: 2/7/01

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

Students

Student Records

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, video-conference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information
2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee
3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8
4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Student Records (Cont.)

Definitions

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require access to information contained in student records.

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

Student Records (Cont.)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069.7; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined in 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) appointed pursuant to Education Code 48321 who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)
5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

Student Records (Cont.)

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when required, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than January 1 each year, the Superintendent or designee shall notify each student in grade 11, and the student's parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission by October 1 unless the student opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)

Any probation officer, district attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

Student Records (Cont.)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

12. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

13. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

14. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)
15. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
16. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
17. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

Student Records (Cont.)

18. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

Discretionary Access

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

Student Records (Cont.)

2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract with the district, excluding volunteers or other parties (Education Code 49076)
7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)
8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Student Records (Cont.)

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

De-identification of Records

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the district shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Student Records (Cont.)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest
6. Law enforcement personnel seeking to enforce immigration laws

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

To provide copies of any student record, the district may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Student Records (Cont.)

Changes to Student Records

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No addition or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with the process specified in AR 5125.3 - Challenging Student Records. (Education Code 49070)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date
3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence
5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation
7. Verification of or exemption from required immunizations
8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

Student Records (Cont.)

1. Expulsion orders and the causes therefor
2. A log identifying persons or organizations who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry
4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
5. Language training records
6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or prohibition of student participation in specific programs
10. Results of standardized tests administered within the past three years
11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of rights regarding student records, including a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

Student Records (Cont.)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in the student's suspension or expulsion. (Education Code 48201)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 48985, 49063; 34 CFR 99.7)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest

Student Records (Cont.)

5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school
12. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from the student's social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first

Student Records (Cont.)

4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or the student's parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Updating Name and/or Gender of Former Students

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student
7. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender

Student Records (Cont.)

8. The name of the employee who completed the request
9. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and AR 5125.3 - Challenging Student Records. (Education Code 49062.5)

State	Description
5 CCR 16020-16027	Destruction of records of school districts
5 CCR 430-438	Individual student records
Bus. Code 22580-22582	Privacy Rights for California Minors in the Digital World
Bus. Code 22584-22585	Student Online Personal Information Protection Act
Bus. Code 22586-22587	Early Learning Personal Information Protection Act
CCP. 1985.3	Subpoena duces tecum
Ed. Code 17604	Delegation of powers to agents
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 48201	Student records for transfer students who have been suspended/expelled
Ed. Code 48853.5	Foster youth; placement, immunizations
Ed. Code 48902	Notification of law enforcement of specified violations
Ed. Code 48904-48904.3	Withholding grades, diplomas, or transcripts
Ed. Code 48918	Rules governing expulsion procedures
Ed. Code 48980	Parental notifications
Ed. Code 48985	Notices in parent/guardian's primary language
Ed. Code 49060-49079	Student records
Ed. Code 49091.14	Parental review of curriculum
Ed. Code 51745	Independent study
Ed. Code 56041.5	Rights of students with disabilities
Ed. Code 56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 69432.9	Cal Grant program; notification of grade point average
Fam. Code 3025	Access to records by noncustodial parents
Fam. Code 6552	Caregiver's authorization affidavit
Gov. Code 6252-6260	Inspection of public records
H&S Code 120440	Immunizations; disclosure of information
Pen. Code 245	Assault with deadly weapon
W&I Code 16010	Health and education records of a minor
W&I Code 681	Truancy petitions
W&I Code 701	Juvenile court law

Federal	Description
16 CFR Part 312	Children's Online Privacy Protection Rule
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Protection of Pupil Rights Amendment
26 USC 152	Definition of dependent child
34 CFR 300.501	Opportunity to examine records for parents of student with disability
34 CFR 99.1-99.67	Family Educational Rights and Privacy Act
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions

Approved: 4/78

Amended: 6/9/97, 12/18/02, 5/5/04, 8/15/07, 9/2/09, 3/21/13, 11/6/13, 9/21/16, 6/3/18, 3/18/20

Instruction

Student Organizations and Equal Access

The Governing Board believes that student groups or clubs reinforce the instructional program, give students experience in civics and government, and provide social and recreational activities. Student groups also serve to honor outstanding student achievement and enhance school spirit and students' sense of belonging. Prior to meeting on school grounds, all student groups shall be authorized by the principal or designee in accordance with Board policy and administrative regulation.

The Board encourages students to pursue interests and clubs which may not directly relate to the district's curriculum and, to that end, has created a limited open forum.

All student-initiated groups shall be given equal access to meet on school premises during non-instructional time without regard to their religious, political, philosophical, or other speech content. The Board shall ensure that: (20 USC 4071, 4072)

1. The meeting shall be voluntary and student-initiated.
2. There shall be no sponsorship of the meeting by the school or staff. The term sponsorship means that school staff are promoting, leading, or participating in a meeting. The assignment of a teacher, administrator, or other school employee to a meeting for custodial purposes shall not constitute sponsorship of the meeting.
3. Employees of the school shall be present at religious meetings only in a non-participatory capacity.
4. The meeting shall not materially and substantially interfere with the orderly conduct of educational activities within the school.
5. Non-school persons shall not direct, conduct, control, or regularly attend activities of student groups.

All student clubs or groups shall have equal access to the school media to announce meetings, including the public address system, the school newspaper, bulletin boards, and school web site. However, the principal or designee may issue a disclaimer that such activities are not school-sponsored.

All non-curriculum-related student groups shall be given equal access to meeting space, school equipment, and supplies.

No school shall deny equal access or a fair opportunity to meet, or otherwise discriminate against, any group officially affiliated with the Boy Scouts of America, or with any other youth group listed as a patriotic society in Title 36 of the United States Code, for reasons based on the membership or leadership criteria or oath of allegiance to God and country. (20 USC 7905)

Student Organizations and Equal Access (Cont.)

State	Description
5 CCR 2	Definitions
5 CCR 5531	Supervision of extracurricular activities of pupils
Ed. Code 200-262.3	Prohibition of discrimination on the basis of sex
Ed. Code 37220-37223	Holidays
Ed. Code 38130-38138	Civic Center Act
Ed. Code 48645.5	Former juvenile court school students, enrollment
Ed. Code 48900	Suspension and/or expulsion
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 48930-48938	Student organizations
Ed. Code 48950	Speech and other communication
Ed. Code 49020-49023	Athletic programs; legislative intent, equal opportunity
Ed. Code 52	Designation of secondary schools
Ed. Code 53	Designation of high schools
Pen. Code 627-627.10	Access to school premises
Federal	Description
20 USC 4071-4074	Equal Access Act
20 USC 7904	School prayer
20 USC 7905	Boy Scouts equal access
36 USC 20101-240112	Patriotic organizations

Adopted: 3/83
Amended: 3/7/84

Instruction

Student Organizations and Equal Access

Because the district has established a limited open forum, the principal or designee shall not deny any student-initiated school group access to school facilities during non-instructional time on the basis of religious, political, philosophical, or any other content of speech to be addressed at such meetings. (20 USC 4071)

Such meetings shall not interfere with regular school activities. The Superintendent or designee shall identify the non-instructional time period(s) set aside for meetings of student groups either before or after actual classroom instruction times.

Meetings may also be held during the lunch period.

Meetings held within the limited open forum shall entail no expenditure of public funds beyond the incidental cost of providing the meeting space. (20 USC 4071)

Students shall leave the meeting place in a clean, orderly, and secure condition after their meetings. The Superintendent or designee may deny the use of facilities to any group that he/she believes will materially disrupt the school program or threaten the health and safety of students and staff. (20 USC 4071)

Authorization for Student Groups

Any student wishing to create either a curriculum- or non-curriculum-related student group shall first request authorization from the principal or designee. The group shall provide the principal or designee with the following information:

1. Name of the organization and names of student contacts
2. A statement of the organization's purposes, objectives, and activities
3. A copy of the proposed bylaws of the student group, including a description of how officers will be selected, as well as the bylaws of any off-campus organization with which the group may be affiliated
4. The name of the proposed faculty advisor, if any
5. The proposed dates, times, and location of meetings
6. Any special equipment to be used
7. A description of the qualifications for membership, if any
8. If a curriculum-related group, a statement of the relation of the club to the curriculum and/or instructional program

The principal or designee may establish school rules governing the meetings of curriculum-related groups, such as attendance or grade requirements. Such rules may vary depending on the group, such as whether or not academic credit is given for participation in the group.

Student Organizations and Equal Access (Cont.)

Role of Staff Adviser

For any curriculum-related student group, the staff adviser shall provide guidance and teaching to students to ensure that the group's activities are aligned to the district's goals and objectives and shall provide supervision and leadership of the group. The principal shall have final authority in determining the assignment and role of the staff adviser.

For non-curriculum-related student groups, a staff adviser may be assigned voluntarily to observe meetings for purposes of maintaining order and protecting student safety. Staff advisers and other school employees shall not promote, lead, or participate in the meetings. (20 USC 4071, 4072)

A school employee may refuse to attend a meeting of a student group if the content of the speech at the meeting is contrary to the employee's beliefs. (20 USC 4071)

Hazing

Any student who engages in hazing may be subject to discipline including, but not limited to, suspension or expulsion. 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 the district, 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. (Education Code 48900)

Instruction

Concurrent Enrollment in College Classes

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements and/or participate in career technical education (CTE), and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

Approval of Concurrent Enrollment

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to attend a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at the school of attendance. (Education Code 48800)

A student's parent/guardian, regardless of the student's age or grade level, may petition the Board to authorize special full-time attendance at a community college on the ground that the student would benefit from advanced scholastic or career technical work that would be available. If the petition is denied, an appeal may be filed with the County Board of Education. (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Board shall issue its written recommendation and the reasons for the denial at its next regularly scheduled Board meeting that falls at least 30 days, but within 60 days, after the request has been submitted. (Education Code 48800, 48800.5)

The Board may authorize a student who is pursuing a high school diploma or a high school equivalency certificate through an adult education program, upon recommendation of the administrator of the student's adult school, to attend a community college during any session or term as a special part-time student. (Education Code 52620)

Concurrent Enrollment in College Classes (Cont.)

College and Career Access Pathways Partnerships

The Board may enter into a College and Career Access Pathways (CCAP) partnership agreement with the board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students. The agreement shall be approved at an open public Board meeting, with an opportunity for public input provided prior to the Board taking action. If the CCAP agreement provides for CTE pathways, the Board shall consult with and consider input from appropriate local workforce board(s) to determine the extent to which the pathways are aligned with regional and statewide employment needs. (Education Code 76004)

Program Evaluation

The Superintendent or designee shall regularly report to the Board regarding the number and demographics of district students participating in the concurrent enrollment option, their success in completing college preparatory courses ("a-g" courses) and postsecondary courses, and any impact on their achievement in district courses and graduation rates.

State	Description
Ed. Code 11300-11302	Early and middle college high schools
Ed. Code 42238.02	Definition of unduplicated student
Ed. Code 46141	Minimum school day (high school)
Ed. Code 46145-46147	Minimum day, high school
Ed. Code 48800-48802	Enrollment of gifted students in community college
Ed. Code 51225.3	High school graduation
Ed. Code 52200-52212	Gifted and talented education program
Ed. Code 52620	Adult education and attendance at community college
Ed. Code 76000-76002	Enrollment in community college
Ed. Code 76000-76004	Enrollment in community college
Ed. Code 76140	No community college fee/tuition for special part-time students
Ed. Code 87010	Definition of sex offense
Ed. Code 87011	Definition of controlled substance offence

Instruction

Concurrent Enrollment in College Classes

Credit

Unless enrolled as part of a College and Career Access Pathways (CCAP) partnership agreement in which students are authorized to take up to 15 units per term in a community college, as described below, district students enrolled in a community college as special part-time students may enroll in up to 11 units per semester, or the equivalent. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the district and the community college governing board. (Education Code 48800, 76001, 76004)

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits, whether the credits count towards high school graduation requirements, and whether the course would need to be completed again during the college years to satisfy college graduation requirements.

To receive district credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.

College and Career Access Pathways Partnerships

The district may enter into a CCAP agreement, in accordance with Education Code 76004, which includes terms regarding course offerings, student eligibility, protocols for sharing information, joint facilities use, and staff qualifications.

A copy of the CCAP agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the agreement. (Education Code 76004)

Only courses that provide career technical education or preparation for transfer, assist in improving high school graduation rates, or help high school students achieve college and career readiness shall be offered, and physical education courses shall not be provided. (Education Code 76004)

Students may enroll in up to 15 units of community college courses per term if all of the following circumstances are satisfied: (Education Code 76004)

1. The units constitute no more than four community college courses per term.
2. The units are part of an academic program that is part of a CCAP agreement.
3. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

Concurrent Enrollment in College Classes (Cont.)

A high school student shall submit one parental consent form and principal recommendation for the duration of the student's concurrent enrollment under a CCAP partnership. (Education Code 76004)

The district shall report information annually to the office of the Chancellor of the California Community Colleges as specified in Education Code 76004.

Minimum School Day

The minimum day of attendance in district schools shall be 180 minutes for any student who is enrolled part-time in a community college and any student in grades 11-12 who is enrolled part-time in the California State University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

A student enrolled full-time at a community college shall be exempted from full-time attendance in the district's regular education program. (Education Code 48800.5)

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

Community College Classes on High School Campus

If a community college class is to be offered at a district high school campus, the class shall be held during the time the campus is open to the general public as determined by the Governing Board. Members of the public who are enrolled in community college class(es) shall register immediately upon entering school buildings or grounds.

State	Description
Ed. Code 11300-11302	Early and middle college high schools
Ed. Code 42238.02	Definition of unduplicated student
Ed. Code 46141	Minimum school day (high school)
Ed. Code 46145-46147	Minimum day, high school
Ed. Code 48800-48802	Enrollment of gifted students in community college
Ed. Code 51225.3	High school graduation
Ed. Code 52200-52212	Gifted and talented education program
Ed. Code 52620	Adult education and attendance at community college
Ed. Code 76000-76002	Enrollment in community college
Ed. Code 76000-76004	Enrollment in community college
Ed. Code 76140	No community college fee/tuition for special part-time students
Ed. Code 87010	Definition of sex offense
Ed. Code 87011	Definition of controlled substance offence

Adopted: 2/18/09
Amended:

Instruction

Education of Children of Military Families

Definitions

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment and Residency

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

When a child of a military family is transferring into the district, the Superintendent or designee shall enroll the student based on unofficial education records, if official records are not yet available. Upon enrollment, the Superintendent or designee shall immediately request the student's official records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas.
2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district.

Education of Children of Military Families (Cont.)

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation.

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

Transportation

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the individualized education program (IEP) of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the student's enrollment and/or assessment in the previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

Education of Children of Military Families (Cont.)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services based on the student's current IEP. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

If the student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course not completed at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with the parent/guardian. (Education Code 49701)

Graduation Requirements

To obtain a high school diploma, a child of a military family shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional graduation requirements prescribed by the Governing Board.

Education of Children of Military Families (Cont.)

However, when a child of a military family who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements that are in addition to the statewide coursework requirements specified in Education Code 51225.2, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student and parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a child of a military family pursuant to Education Code 49701. (Education Code 51225.1)

To determine whether a child of a military family is in the third or fourth year of high school, the district shall use either the number of credits earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any child of a military family who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a child of a military family to transfer schools in order to qualify for an exemption, and no child of a military family or parent/guardian shall be permitted to request a transfer solely to qualify for an exemption. (Education Code 51225.1)

If a child of a military family is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a child of a military family while enrolled in school or upon transfer to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a child of a military family is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the student's parent/guardian of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution
2. Provide information to the student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the student, or with the parent/guardian if the student is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Education of Children of Military Families (Cont.)

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

State

5 CCR 4600-4670
Ed. Code 35160.5
Ed. Code 35179
Ed. Code 35181
Ed. Code 35351
Ed. Code 46600-46611
Ed. Code 48050-48054
Ed. Code 48200-48208
Ed. Code 48300-48316
Ed. Code 49700-49704
Ed. Code 51225.2

Ed. Code 51225.3
Ed. Code 51240-51246
Ed. Code 51250-51251
Ed. Code 66204

Description

Uniform complaint procedures
District policies; rules and regulations
Interscholastic athletics; associations or consortia
Governing board authority to set policy on responsibilities of students
Assignment of students to particular schools
Inter-district attendance agreements
Nonresidents
Children ages 6-18 (compulsory full-time attendance)
Student attendance alternatives, school district of choice program
Education of children of military families
Former juvenile court school student defined; acceptance of coursework, credits, retaking of course
High school graduation
Exemptions from requirements
Assistance to military dependents
Certification of high school courses as meeting university admission criteria

Federal

10 USC 101
10 USC 1209
10 USC 1211
20 USC 1400-1482
20 USC 6311
29 USC 794

Description

Definitions
Transfer to inactive status list instead of separation
Members on temporary disability retired list: return to active duty; promotion
Individuals with Disabilities Education Act
State plan
Rehabilitation Act of 1973, Section 504

Adopted: 11/16/11
Amended: 12/20/17

Board Bylaws

Board Member Electronic Communications

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendaized Board meeting, circumvent the public's right to access records regarding district business, or restrict access to a public forum.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that the response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, the Board member shall copy the communication to a district electronic storage device for easy retrieval.

OROVILLE UNION HIGH SCHOOL DISTRICT

BB 9012 (b)

Board Member Electronic Communications (Cont.)

State	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation; regulations
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952.2	Meeting, defined
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 6250-6270	California Public Records Act

Adopted: 2/4/09
Amended:

Board Bylaws

Remuneration, Reimbursement and Other Benefits

Each member of the Governing Board may receive a monthly compensation of \$35 per month. (Education Code 35120)

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

(cf. 1160 - Political Processes)
(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)
(cf. 3513.1 - Cellular Phone Reimbursement)

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board. (Education Code 35044)

(cf. 9240 - Board Training)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Remuneration, Reimbursement and Other Benefits (Cont.)

Any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee before the expense is incurred.

Health and Welfare Benefits for Current Board Members

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and welfare benefits for Board members shall be no greater than that received by the district's non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district administrators. If the administrators are offered an increase to their benefit cap but choose not to take it, the Board members will automatically receive the same increase offered to their benefit cap. Board members electing a plan that exceeds the cap must pay the difference.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at his/her expense and at the same level, to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation for services as member of governing board

35172 Promotional activities

Remuneration, Reimbursement and Other Benefits (Cont.)

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System; definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403 Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Sample Expense and Use of Public Resources Policy Statement, January 2006

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013

WEB SITES

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

Institute for Local Government: <http://www.ca-ilg.org>

Internal Revenue Service: <http://www.irs.gov>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Adopted: 10/18/06

Amended: 5/21/14, 8/14/19

Board Bylaws

Meetings and Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold one regular meeting(s) each month. Regular meetings shall be held at 5:30 p.m. on the 3rd Wednesday of each month at the Transportation Conference Room unless otherwise noted.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Meetings and Notices (Cont.)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Meetings and Notices (Cont.)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Meetings and Notices (Cont.)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

Meetings and Notices (Cont.)

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

Meetings and Notices (Cont.)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

State

Ed. Code 35140
Ed. Code 35143
Ed. Code 35144
Ed. Code 35145
Ed. Code 35145.5
Ed. Code 35146
Ed. Code 35147
Gov. Code 11135
Gov. Code 3511.1

Description

Time and place of meetings
Annual organizational meetings; date and notice
Special meeting
Public meetings
Agenda; public participation; regulations
Closed sessions; student matters
Open meeting laws exceptions
Nondiscrimination in programs or activities funded by state
Local agency executives

OROVILLE UNION HIGH SCHOOL DISTRICT

BB 9320 (g)

Meetings and Notices (Cont.)

Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements, board actions
Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings

Federal	Description
28 CFR 35.160	Effective communications
28 CFR 36.303	Auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

Adopted: 5/4/83
Revised: 5/17/89, 9/3/03, 5/4/05, 10/18/06, 5/21/08, 2/4/09, 3/7/12

Actions by the Board – Exhibit 1

Actions Requiring a Super Majority Vote

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)
2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the District to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property

by the district (Government Code 53094)
(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)
7. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)
8. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)
9. Resolution to place a parcel tax on the ballot (Government Code 53724)

(cf. 3471 - Parcel Taxes)
10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use

(Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Super Majority Vote (Cont.)

11. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such

Actions Requiring a Four-Fifths Vote of the Board

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)
4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
5. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

A four-fifths vote of the Board members present at the meeting shall be required to approve the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

Actions Requiring a Super Majority Vote (Cont.)

Actions Requiring a Unanimous Vote of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)
- (cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

**OROVILLE UNION HIGH SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION AND ITS FEATHER RIVER CHAPTER #342 (CSEA)**

2021-2022

Tentative Agreement

January 24, 2022

The Oroville Union High School District (OUHSD) and California School Employees Association and its Feather River Chapter #342 collectively the Parties, have completed negotiations for the 2021-2022 Collective Bargaining Agreement.

The Parties have agreed on the following changes to the 2020-2023 Collective Bargaining Agreement, to become effective upon ratification by the Governing Board of the OUHSD and CSEA membership:

Article 6.1 Salaries

- For 2021-2022, 3.25% salary schedule increase effective July 1, 2021 for unit members employed as of the date of ratification of this agreement. The retroactive portion of this increase will only be applied to the employees contracted salaries.
- Any classifications below the minimum wage will receive the minimum wage on January 1, 2022.
- Appendix A-Salary Schedule is updated accordingly, see attached.

Article 6.3 Benefits

- Annual District contribution to fringe benefits will be increased to \$14,820 annually (\$1,235 monthly) effective July 1, 2021, see attached revised Appendix C.
- The retroactive benefits increase for July 1 through the date of ratification of this agreement will be paid in a lump sum to unit members employed as of the date of ratification of this agreement.

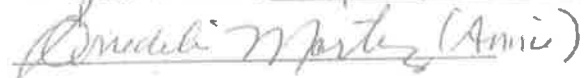
Article 6.1.1 Salaries

- Article 11, Section 11.8 was deleted in part and moved to new Article 6.1.1 Working Out of Class. See attached.

For OUHSD Date: 1-27-22



For CSEA Date: 1/31/22

 (Amir)

ARTICLE 6

SALARIES AND FRINGE BENEFITS

Move to Article 11.8 to Article 6:

45.1

6.1.1 Working Out of Class

The Salary schedules and classification of all employees are set forth in Appendices "A" and "B" of this Agreement. All temporary or substitute employees shall be placed on Column A of the step to which they are assigned. In the event that a probationary/permanent employee covered by this agreement is required or requested to perform work beyond his/her contracted days or work year such as special projects or substituting for employees on leave, the Oroville Union High School District shall compensate said employee(s) as defined below:

Substitute Pay for Probationary/Permanent Employees:

Wages will be paid to any probationary/permanent employee who works out of their classification as a substitute but in "like or related work duties" at their regular rate of pay.

Example: If a Universal Support Staff member (Step 15/Column G) substitutes for a Custodian I (Step 13/Column E), the employee will be paid at their current rate of pay (Step 15/Column G)

Wages will be paid to any probationary/permanent employee who works in a lower classification than their permanent position, the rate of pay of the classification they are substituting in at Step A.

Example: If a Universal Support Staff member (Step 15/Column G) substitute for a Food Service Worker (Step 5/Column J), the employee would be paid Step 5/Column A.

— If an employee has been assigned by the Superintendent or designee to perform duties inconsistent with those assigned to the position, and which are at a higher level classification for at least one (1) full work day, the employee shall be compensated for this assignment at the same column of the salary step

classification as if he/she were working, for the type of work that he/she is assigned to perform. This shall not apply to employees who are assigned to perform duties outside of their classification for a period of less than one (1) full work day.

APPENDIX "C"

FRINGE BENEFITS

- C.1 During the period of this agreement, the DISTRICT will pay Monthly Health and Welfare Insurance premiums for family coverage (not to exceed \$~~13,524~~ 14,820 annually) for each ½ time or more classified employee ~~employed prior to July 1, 1992~~.
- C.2 If the aforementioned premiums exceed the monthly figures set forth above during the term of this agreement, DISTRICT agrees to pay any such increases during the term of this agreement only and to reopen this provision and to negotiate relative to any such increase.
- C.3 Beginning with the 1994/95 school year, employees will have the option of choosing between medical plans. If the employee chooses a less expensive plan, the employee will receive the premium savings each month; if the employee chooses to receive a more expensive plan, the employee will pay the additional premium monthly cost.
- C.4 In the event the premiums during the term of this agreement exceed the annual cap of \$~~13,524~~ 14,820, the DISTRICT agrees to advance the cost of any increases in premiums above the monthly figures set forth above of \$~~1,271.235~~ per month for medical, dental and vision for up to a period of three (3) months. It is understood and agreed that in the event agreement is not reached within said period of time the DISTRICT shall not be required to pay any more than the monthly figure referred to above (\$~~1,271.235~~ for medical, dental and vision).
- C.5 Classified employees working less than ¾ but more than ½ may elect the Health and Welfare Package with the employee contributing toward the total package costs prorated total hours worked per day over six (6) hours. A four (4) hours employee will earn fully paid benefit when their contract hours with the DISTRICT exceed 2,500 hours. The seniority hours that will be considered will go back retroactively from their date of hire.
- C.6 The DISTRICT shall provide fully paid Health Insurance coverage for employee and eligible dependents for employees reaching their 55th birthday, provided said employee has served ten (10) years in the DISTRICT prior to retirement. The retiring employee will have the same choice of health, dental, and/or vision plans available to employees of the DISTRICT at the time of retirement, subject to the cap in effect in the year of retirement. Payment of such benefits shall continue until the retiree attains age 65.
- C.7 The open enrollment period for employee changes of medical insurance will be during the month of September each year.
- C.8 Retirees may elect pay in lieu of health and welfare insurance benefits. The District will pay to the retiree the amount of its required contribution for retiree health and welfare insurance benefits at the time the employee opts to take cash in lieu of benefits. The District will pay this amount annually to the employee for all the remaining years of eligibility until he/she reaches the age of sixty-five (65). The District will process the first payment on the next payroll period following termination of benefits and will process subsequent year payments prior to October 1 of each succeeding year until the employee reaches age sixty five (65).

Once an employee chooses to receive pay in lieu of retiree health and welfare insurance benefits, his/her retiree benefits will cease at the end of the current month in which the employee makes his/her choice. Once the benefits are terminated, they cannot be reinstated.

These payments will be generated through the district payroll system and will be subject to all required statutory deductions. Should an employer contribution be required, the amount of that contribution will also be deducted from the pay.

C.9 Alternative Insurance Coverage

For the 2015/16 school year, upon providing proof of alternative insurance coverage to the District, an employee may elect to decline the District-provided medical, dental and vision insurance plan. Butte Schools Self-Funded Programs requires that an administration fee equal to the premiums of the least expensive health benefits plan available, including premiums, for the dental and vision plans selected by the bargaining unit must be submitted on behalf of the employee. If the administration fee is less than the annual cap, the employee will receive the savings each month. If the administration fee exceeds the annual cap, the employee will pay the additional monthly cost.

During a plan year, an employee that has declined health and welfare coverage may re-enroll in the plan for which the administration fee has been paid. The employee may change plans during the next open enrollment process.

This provision does not preclude an employee from re-enrolling in a plan after a break in coverage should there be a qualifying event as defined in the Butte Schools Self-Funded Program's Re-Enrollment After Break in Coverage policy.

This section will sunset effective July 1, 2016 and bargaining unit members will no longer be allowed to opt out of District provided insurances, even with proof of alternative coverage. However, any member who was taking advantage of the provisions of this section (C.9) in 2015/16 will be grandfathered in and allowed to continue to opt out of coverage. No administrative fee will be charged to these grandfathered members and they will receive the full amount of the District's contribution for coverage that they continue to opt out of.

APPENDIX "A"

OROVILLE UNION HIGH SCHOOL DISTRICT

2021-2022 Classified Salary Schedule (Hourly) w/3.25%

Step	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	15.00	15.00	15.00	15.00	15.08	15.53	16.00	16.48	16.97	17.48	18.01	18.55	19.10	19.68
2	15.00	15.00	15.00	15.00	15.47	15.93	16.41	16.90	17.41	17.93	18.47	19.03	19.60	20.18
3	15.00	15.00	15.00	15.10	15.84	16.32	16.80	17.31	17.83	18.36	18.91	19.48	20.07	20.67
4	15.00	15.00	15.00	15.48	16.26	16.75	17.25	17.77	18.30	18.85	19.42	20.00	20.60	21.22
5	15.00	15.00	15.10	15.85	16.63	17.13	17.64	18.17	18.72	19.28	19.86	20.45	21.07	21.70
6	15.00	15.00	15.48	16.27	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.01	21.64	22.29
7	15.00	15.11	15.86	16.64	17.48	18.00	18.54	19.10	19.67	20.26	20.87	21.50	22.14	22.81
8	15.00	15.49	16.28	17.09	17.91	18.45	19.00	19.57	20.16	20.76	21.39	22.03	22.69	23.37
9	15.13	15.87	16.66	17.49	18.35	18.90	19.47	20.05	20.65	21.27	21.91	22.57	23.25	23.94
10	15.49	16.29	17.09	17.96	18.81	19.37	19.96	20.55	21.17	21.81	22.46	23.13	23.83	24.54
11	15.88	16.69	17.50	18.36	19.29	19.87	20.46	21.08	21.71	22.36	23.03	23.72	24.44	25.17
12	16.30	17.10	17.96	18.84	19.79	20.38	21.00	21.63	22.27	22.94	23.63	24.34	25.07	25.82
13	16.70	17.50	18.40	19.30	20.26	20.87	21.49	22.14	22.80	23.49	24.19	24.92	25.66	26.43
14	17.11	17.97	18.84	19.80	20.74	21.36	22.00	22.66	23.34	24.04	24.76	25.51	26.27	27.06
15	17.51	18.41	19.31	20.31	21.26	21.90	22.55	23.23	23.93	24.65	25.39	26.15	26.93	27.74
16	17.98	18.85	19.80	20.78	21.83	22.48	23.16	23.85	24.57	25.31	26.07	26.85	27.65	28.48
17	18.41	19.32	20.32	21.28	22.36	23.03	23.72	24.43	25.17	25.92	26.70	27.50	28.32	29.17
18	18.86	19.82	20.78	21.87	22.93	23.62	24.33	25.06	25.81	26.58	27.38	28.20	29.05	29.92
19	19.32	20.32	21.29	22.38	23.47	24.17	24.90	25.65	26.42	27.21	28.02	28.87	29.73	30.62
20	19.82	20.82	21.89	22.94	24.08	24.80	25.55	26.31	27.10	27.92	28.75	29.62	30.50	31.42
21	20.33	21.29	22.43	23.54	24.71	25.45	26.21	27.00	27.81	28.65	29.51	30.39	31.30	32.24
22	20.82	21.89	22.96	24.09	25.30	26.06	26.84	27.65	28.48	29.33	30.21	31.12	32.05	33.01
23	21.31	22.39	23.55	24.73	25.93	26.71	27.51	28.33	29.18	30.06	30.96	31.89	32.85	33.83
24	21.91	22.96	24.10	25.38	26.60	27.40	28.22	29.07	29.94	30.84	31.76	32.71	33.70	34.71
25	22.43	23.55	24.73	25.95	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54
26	22.99	24.12	25.34	26.62	27.95	28.79	29.65	30.54	31.46	32.40	33.37	34.37	35.41	36.47
27	23.58	24.74	25.96	27.29	28.64	29.50	30.38	31.30	32.23	33.20	34.20	35.22	36.28	37.37
28	24.14	25.34	26.63	27.97	29.33	30.21	31.12	32.05	33.01	34.00	35.02	36.07	37.15	38.27
29	24.73	25.96	27.27	28.63	30.06	30.96	31.89	32.85	33.83	34.85	35.89	36.97	38.08	39.22
30	25.35	26.60	27.94	29.34	30.81	31.73	32.69	33.67	34.68	35.72	36.79	37.89	39.03	40.20
31	25.99	27.27	28.65	30.08	31.58	32.53	33.50	34.51	35.54	36.61	37.71	38.84	40.00	41.20
32	26.63	27.95	29.35	30.83	32.37	33.34	34.34	35.37	36.43	37.53	38.65	39.81	41.01	42.24

LONGEVITY: Beginning 7th year - 3% per month additional

EFFECTIVE: July 1, 2021

APPROVED:

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: CSEA Feather River Chapter #342

Certificated ☐

Classified ☒

Confidential ☐

Management ☐

The proposed agreement covers the period beginning July 1, 2020 and ending June 30, 2021
 It will be acted upon by the District Governing Board at the meeting on May 19, 2021

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.)	3,709,291	121,677		
2. Other Compensation Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.				
Description of "Other Compensation"				
3. Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare, etc.	1,252,999	41,102		
4. Health and Welfare Plans	2,226,537	120,774		
5. Total Compensation (Add Items 1 thru 4)	7,188,827	283,553	0	0
Percentage Change		3.94%	0.00	0.00

B. Average Cost of Compensation per Employee

6. Total Number of Represented Employees (Use FTE's if appropriate)	104.5	104.5	104.5	104.5
7. Total compensation Cost for Average Employee	68,793	2,713	0	0

C. Change to Fund Balance

8. Fund Balance Prior to Agreement		13,300,201
9. Fund Balance Following Agreement		13,045,437
10. Change to Fund Balance		254,764
11. Economic Reserve Requirement		1,104,300

Disclosure of Collective Bargaining Agreement

Page 2

12. Provide a summary of the terms of the agreement.

3.25% salary schedule increase effective 7/1/21

District contribution for health benefits increases to \$14,820 annually

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% retroactive to 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.)
Clean up language of Article 11, Section 11.8 on how Out of Class work is to be compensated.

16. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?

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.

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF
COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer
at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent
and Chief Business Officer of Oroville Union High School District

hereby certify that the District can meet the costs incurred under the Collective Bargaining

Agreement between the District and the CSEA Feather River Chapter #342

Bargaining Unit, during the term of the agreement from 07/01/21 to 06/30/22.

The budget revisions necessary to meet the costs of the agreement in each year of its term are
as follows:

Increase to salary and benefits, decrease in undesignated reserves.

N/A (No budget revisions necessary)

District Superintendent
(Signature)

Date


Chief Business Officer
(Signature)

2/23/22
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 March 16, 2022, took action to approve the proposed Agreement with the CSEA Feather River Chapter #342 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.

Unrestricted Multi-year Projection

	OSTA/CSEA 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	3,492,211	3,492,211	3,492,211
Benefits	7,098,342	7,353,342	7,481,342
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>23,303,510</u>	<u>23,173,936</u>	<u>23,715,936</u>
Net Increase(Decrease)	1,014,449	(278,101)	(34,299)
Beginning Fund Balance	9,611,734	10,626,183	10,348,082
Ending Fund Balance	<u>10,626,183</u>	<u>10,348,082</u>	<u>10,313,783</u>
Revolving Fund	1,050	1,050	1,050
Prepaid Expenditures			
Assigned (See notes)	212,108	203,101	203,101
Econ Uncert (3% Required)	1,104,300 3%	1,015,594 3%	1,008,520 3%
Econ Uncert (9% BP 3100)	5,153,400 14%	4,739,438 14%	4,706,427 14%
Undesignated/Unappropriated	4,155,325 11%	4,388,900 13%	4,394,685 13%
	<u>10,626,183</u>	<u>10,348,082</u>	<u>10,313,783</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."

Restricted Multi-year Projection

	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	1,587,232	1,549,232	1,524,232
Benefits	3,755,501	3,802,201	3,616,201
Books and Supplies	2,265,848	551,848	507,848
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 attrition. 3 year averages may result in an overall savings as attrition savings may exceed step/column costs. Instead of reflecting a savings in the MYP, no cost will be shown for step/column movement.

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

Note - Step & column movement is estimated by using a 3 year average of costs net of savings from movement.

**OROVILLE UNION HIGH SCHOOL DISTRICT
EMPLOYMENT CONTRACT FOR DISTRICT SUPERINTENDENT**

ADDENDUM

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 three years commencing July 1, 2021 and ending June 30, 2024, subject to the terms and conditions of this Contract. The term may be extended by mutual agreement of the Governing Board and Superintendent

GOVERNING BOARD OF THE OROVILLE UNION HIGH SCHOOL DISTRICT

By _____
Mr. Scott Damon

By _____
Mrs. Amber Englund

By _____
Mrs. Bonnie King

By _____
Mr. Ray Sehorn

By _____
Mrs. Nannette Walker

Dated: March 16, 2022



Memorandum

To: The Board of Education

CC:

From: Susan Watts *SW*

Date: 2/25/2022

Re: Request To Waive Insurance Requirements for Cuauhtemoc Gutierrez to Provide DJ Services for the Las Plumas Prom

The District's current Independent Contractor Form requires individuals/businesses that the District contracts from to provide evidence of general liability insurance which provides \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage for bodily injury, personal injury and property damage in the form of a Comprehensive General Liability and Contractual Liability policy. It also requires automobile liability insurance at \$1,000,000 per occurrence and \$1,000,000 general aggregate for automobile liability insurance that shall protect the contractor and the District from all claims of bodily injury, property damage, personal injury, death and medical payments arising from performing the services. These insurance requirements were suggested and approved by the District's legal counsel and our insurance JPA's administrator.

To keep costs down for the Prom, the Las Plumas ASB has requested that these insurance requirements be waived. Waiving these requirements will increase the risk of financial exposure for the District should a claim resulting from these services result.